



NAB Foreign Currency Account – Onshore

Terms and Conditions

Effective 29 April 2026

Summary

Some of key terms contained in the NAB Foreign Currency Account – Onshore Terms and Conditions (T&Cs) are briefly outlined below. Please note, the outline is only a high-level summary and is not intended to be relied upon as a complete or accurate list of all the terms affecting NAB Foreign Currency Account – Onshore as outlined in this booklet. NAB recommends that you carefully review the NAB Foreign Currency Account – Onshore Terms and Conditions before acquiring a NAB Foreign Currency Account – Onshore.

	Item	What	Relevant section of clause
1.	Foreign Currency conversion	We will convert any foreign currency transfers into your account at an exchange rate determined by us.	Part A – Clause 1.2
2.	NAB can reject inward transfer	We may reject a transfer into your account if we consider the cost to be excessive, acting reasonably. We will not notify you.	Part A – Clause 1.2
3.	NAB can reverse/adjust	We may credit transfers into your account before we receive the full amount from the sender's bank. If we do not receive the amount from the sender's bank, we may debit the funds from your account in full where available.	Part A – Clause 1.2a
4.	No cash withdrawal	We do not offer cash withdrawals from your account.	Part A – Clause 1.4
5.	NAB to convert	We will convert any foreign currency transfers from your account to a different account using an exchange rate determined by us, acting reasonably.	Part A – Clause 1.4

6.	Change of available currencies	The currencies that are available can change at any time. If your account's currency is no longer available, we may choose a new currency to pay you the same amount, converted at a rate nominated by us.	Part A – Clause 1.6
7.	Overdrawn accounts	We may allow your account to be overdrawn regardless of whether you have an overdraft limit. You must credit the account within 7 days and may be required to pay us interest on the overdrawn amount.	Part A – Clause 1.7 – Clause 3.1
8.	Interest on balances over \$5,000 USD only	If interest is applicable, it is calculated on the end-of-day balance over \$5,000 USD or equivalent.	Part A – Clause 2.1
9.	Interest rates subject to change	The interest rate applicable to your account can change at our discretion. For some currencies the interest rate is zero.	Part A – Clause 2.2
10.	Credit reporting	You must monitor your account to ensure it is not overdrawn. If the account is overdrawn for 60 or more days, we may report that to a credit reporting body. This may affect your ability to get credit in the future.	Part A – Clause 3.3
11.	Responsibility for checking your statements	You are responsible for promptly reviewing your statements to check for any transactions that you suspect you did not authorise or are recorded incorrectly. Failure to promptly report unauthorised transactions may increase your liability	Part A – Clause 4.3

12.	Not following your instructions	We may not follow your instructions and can override authority in certain circumstances, such as where we are not comfortable that the person providing instructions has authority to do so, your instructions are unclear, or we are aware of a dispute (e.g. between directors).	Part A – Clause 9.3 - 9.4
13.	Joint account dispute	We may require joint account holders to sign for any authority.	Part A – Clause 9.3 – Clause 10.4
14.	Joint account notice	We will forward statements and notices to the first person named on your account. We will consider all joint parties to have been notified.	Part A – Clause 10.3
15.	Closing account	We may, acting reasonably, close an account due to unsatisfactory conduct or any other reason we deem appropriate.	Part A – Clause 11
16.	You indemnify us	You will indemnify us against any liability, loss or damage suffered by us arising out of or in connection with any claim demand or action brought against us arising out of your use of the Renminbi services (unless we or our representatives caused the issue through fraud, negligence or misconduct).	Part A – Clause 13.19
17.	Changing the T&Cs	We may change the T&Cs and your agreement with us by providing you with a notice.	Part B – Clause 15

18.	Delay, block, freeze, suspend	We may, acting fairly and reasonably, delay, block, suspend, refuse to make or receive or credit any payments, or access to your account for various reasons. These may include preventing potential fraud or scams, complying with legal obligations, managing risk, or avoiding a material loss to you or us.	Part B – Clause 16
19.	Acting reasonably	We are required to act reasonably when exercising a discretion we have under the T&Cs.	Part B – Clause 17
20.	NAB not liable	We are not liable for any loss or damage you may incur in certain circumstances, including if you breach the terms of the agreement, or if NAB has not breached a duty of care that it owes to you. We recommend you read clause 17.3 for full details of those circumstances.	Part B – Clause 17.3

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Summary of Important Information

Customer service

You can contact us by:

- calling us on **13 10 12** (business customers) or **13 22 65** (personal customers)
- visiting our website nab.com.au
- writing to us at 395 Bourke Street, Melbourne VIC 3000; or
- calling us on **13 22 65** through the **National Relay Service** for people with hearing or speech communication difficulties.

Unauthorised transactions

If you believe there has been an unauthorised transaction, please notify NAB by calling **13 10 12** (business customers) or **13 22 65** (personal customers).

About this booklet

This booklet contains the terms and conditions for the:

- NAB Foreign Currency Account

together with the following:

- A Guide to Fees and Charges – Personal Banking Fees (for personal customers); or
- Business Banking Fees – A Guide to Fees and Charges (for business customers); and
- NAB's indicator rates for NAB Foreign Currency Accounts are set out in NAB's flyer 'Indicator Rates – For Foreign Currency Accounts' available from our website at nab.com.au

Things you should know

These terms and conditions govern the operation of NAB Foreign Currency Accounts.

It is important that you read and understand the terms and conditions set out in this booklet that apply to your account or service. They set out a number of obligations which you need to be aware of including, for example, under clause 4.3 you must promptly check your account statements and report to NAB any transactions recorded which you suspect you did not authorise or the details of which may be incorrect.

This booklet, the fees guide and indicator rates flyer are available from NAB at any time. If you have not already received copies of each item please contact NAB. You can also get information about our indicator rates for NAB Foreign Currency Accounts from our website at nab.com.au.

Any advice in this booklet has been prepared without taking into account your objectives, financial situation or needs. Before acting on this advice, NAB recommends that you consider whether it is appropriate for your circumstances.

National Australia Bank Limited ABN 12 004 044 937, Australian Financial Services Licence 230686 is the issuer of each financial product included in this booklet.

Tax File Number Options

Interest earned on a NAB Foreign Currency Account account may form part of your assessable income.

NAB is authorised to collect your Tax File Number (TFN) under the Income Tax Assessment Act 1936. NAB will use your TFN to report details of interest earned on your NAB Foreign Currency Account to the Australian Taxation Office. It is not compulsory to provide your TFN and it is not an offence if you decline to do so.

If you do not provide your Tax File Number (TFN), Australian Business Number (ABN) or advise that you are eligible for an exemption from providing a TFN or ABN, NAB may be obliged to deduct Pay as You Go Withholding Tax at the maximum marginal tax rate (plus the Medicare levy) from any interest income you earn on your NAB Foreign Currency Account. If you are a non-resident of Australia, NAB may also be obliged to deduct Pay as You Go Withholding Tax.

Financial Claims Scheme

The Financial Claims Scheme (FCS) provides a guarantee of funds deposited with an authorised deposit-taking institution (ADI) such as NAB. The FCS only applies to deposits denominated in Australian dollars and does not cover balances in foreign currency accounts. For more information regarding the Scheme, contact the APRA hotline on 1300 55 88 49 or see the APRA website at www.apra.gov.au.

Meaning of words

Words defined throughout this booklet have the meaning set out in the Definitions and Interpretation section towards the end of this booklet.

Part A: Foreign Currency Account – Onshore

The following terms and conditions (in addition to those terms and conditions in Part B of this booklet) apply to NAB Foreign Currency Accounts, unless specific terms and conditions apply to your account.

1 How will the accounts work?

- 1.1 You may make transfers into your account. You may arrange access to your account through electronic services provided by NAB. Such access will be governed by NAB's standard terms and conditions for the service.
- 1.2 NAB will convert any transfers into your account (in a currency other than the currency of your account) into the currency of your account applying a currency exchange rate determined by NAB (having regard to the current rates available to NAB in the market). For details on indicative exchange rates refer to nab.com.au/personal/international-banking/foreign-exchange-rates. NAB may reject an inwards transfer where, acting reasonably, NAB considers the conversion costs to be excessive, unless you have previously notified NAB not to do so. We will notify the sending bank where we have rejected an inwards transfer under this clause, however we will not notify you so you may need to check with the sender.
- 1.2a NAB may credit transfers into your account ahead of NAB receiving the payment value from the sender's bank. If, after crediting the transfer to your account, NAB does not receive the payment from the correspondent bank or sender's bank, NAB may debit the funds in full, where there are sufficient funds available before we have resolved the matter with the sender's bank. Should we resolve the matter with the sender's bank and receive the payment value, we will credit your account with the amount received. Your account statements will show where have debited or recredited your account under this clause.
- 1.3 There is no minimum account balance which must be maintained.
- 1.4 Withdrawals can only be made by transferring money from your account to a different account. You are not able to make cash withdrawals from your account. If NAB is required to perform a currency conversion when transferring money to a different account (which is in a currency other than the currency of your account), we will convert your funds by applying a currency exchange rate determined by NAB acting reasonably. For details on indicative exchange rates refer to nab.com.au/personal/international-banking/foreign-exchange-rates.
- 1.5 NAB may refuse to process a transfer from your account if your account has no overdraft facility and has insufficient credit funds available to satisfy the transfer.

- 1.6 The available currencies for NAB Foreign Currency Accounts can be found on nab.com.au/ForeignCurrencyAccount. The currencies available are subject to change at any time. If the currency of your account is no longer available, then NAB, having regard to its legitimate business interests and its regulatory and prudential obligations, may nominate the currency used to pay you the equivalent balance (converted at a rate determined by NAB) of the account and interest, if applicable, on the account.
- 1.7 If you specifically apply for, and NAB agrees to give you, an overdraft facility with your account, the overdraft facility will be subject to NAB's standard terms and conditions for the facility which will be provided to you at the time. Additionally, NAB may, having regard to its legitimate business interests and its regulatory and prudential obligations, allow you to overdraw your account:
- if you do not have an approved overdraft limit, to any amount reasonably permitted by NAB from time to time; or
 - if you do have an approved overdraft limit, to any amount reasonably permitted by NAB from time to time, beyond the amount of that limit.
- In both these situations, you may be charged overdrawn debit interest in accordance with clause 3. It is your responsibility to ensure that your account does not become overdrawn and you should check your account balance regularly to help manage this (see also clause 3.3).

- 1.8 Transactions on the account will have both a Transaction Date and a Value Date. These dates may be different due to a number of factors, for example, the time zone difference between Australia and the other countries involved in the transaction. For the purposes of interest calculation, the Value Date will be used.

2 Calculation and payment of interest

- 2.1 Where interest is payable by NAB, it is calculated on the daily credit balance of your account which exceeds five thousand USD or the currency equivalent, as at the end of each day (AEST/AEDT) up to and including the last calendar day of each quarterly period. Quarterly interest is paid at the end of March, June, September and December. For the currency equivalent, NAB uses an exchange rate set by NAB (acting reasonably) and updated at six monthly intervals.

If applicable NAB will credit the interest to your account for each quarterly period, with a Value Date of the first calendar day of the next period.

If there are any transactions made between the last banking day and the last calendar day of the quarterly period, NAB will make an adjustment to the interest paid or received in the next interest period.

- 2.2 The interest rate is that applicable to the currency of the account as notified to you at the time you open your account. It is disclosed in NAB's flyer 'Indicator Rates – For Foreign Currency Account' and that flyer forms part of these terms and conditions.

The applicable interest rate will fluctuate. For some currencies, the credit interest rate is zero. The interest rate applying at any time is available on NAB's website at www.nab.com.au/ForeignCurrencyAccount.

- 2.3 Interest on the account will be calculated based on a year of 360 days for all currencies, except for the following currencies, for which the relevant year will be based on 365 days:
- (i) Pounds sterling (GBP);
 - (ii) Hong Kong dollar (HKD).

3 Overdrawn Accounts

- 3.1 If the account is overdrawn without an approved overdraft limit, you must put the account in credit within 7 days and you will pay NAB interest on the amount overdrawn at the overdrawn debit interest rate charged by NAB applicable to the currency. The overdrawn debit interest rate is set out in NAB's flyer 'Indicator Rates – For Foreign Currency Account'.
- 3.2 NAB will calculate interest on the debit balance of the account as at the end of each day (AEST/AEDT) up to and including the last calendar day of each quarterly period. Quarterly interest is charged at the end of March, June, September and December.

If applicable NAB will debit the interest to your account for each quarterly period, with a Value Date of the first calendar day of the next period.

If there are any transactions made between the last banking day and the last calendar day of the quarterly period, NAB will make an adjustment to the interest paid or received in the next interest period.

- 3.3 You must monitor your account to ensure that it does not become overdrawn. We may, having regard to our legitimate business interests and our regulatory and prudential obligations, authorise a transaction that overdraws your account. If you do not rectify an overdrawn account within seven days, and the overdrawn account persists for 60 or more days, we may report that to a credit reporting body in accordance with the Privacy Act 1988. This may affect your ability to obtain credit in the future.

4 Statements

- 4.1 NAB will send you statements of account at least 6 monthly or more frequently at your request.
- 4.2 Statements of account will be sent to you by post, electronically or in any other way permitted by law or otherwise agreed.
- 4.3 Without limiting any part of these terms and conditions, you must promptly review your statement of account to check for and tell NAB of any transaction recorded on your statement that you suspect for any reason you did not

authorise or for which the information recorded is incorrect. Failure to promptly report unauthorised transactions may increase your liability.

5 What fees are applicable to the account?

- 5.1 NAB may debit your account with account fees and other standard service fees, the amount and nature of which are detailed in NAB's brochures 'A Guide to Fees and Charges - Personal Banking Fees' and 'Business Banking Fees - A guide to fees and charges', available from NAB at any time.

6 Foreign Currency Holding Fee

- 6.1 A fee may be charged on large balances in currencies where the account balance is more than the threshold amount set by NAB. The relevant fee and threshold amounts over which the fee is charged can be found on NAB's website: www.nab.com.au/ForeignCurrencyAccount. The threshold amounts and currencies may change as market conditions change and will be notified to you in accordance with clause 15.

7 Goods and Services Tax

- 7.1 Where NAB is liable to pay Goods and Services Tax (GST) or any similar tax on a supply made in connection with your account, then you agree to pay an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

8 Government charges and taxes

- 8.1 NAB may debit your account with government fees, duties and taxes (including any Pay as You Go Withholding Tax) relating to your account after converting them from Australian dollars to the currency of your account.
- 8.2 NAB will make any necessary conversion of such fees, duties and taxes from Australian dollars to the currency of your account at the relevant spot rate of exchange quoted by NAB generally on the day on which the conversion is effected.

9 How is the operation of the account governed?

- 9.1 Each accountholder is authorised to operate the account alone unless an authority is provided to NAB which specifies who is authorised to operate the account and whether they may do so alone or jointly.
- 9.2 When an accountholder authorises a person under clause 9.1, that person is authorised to do all of the following things:
- (a) give instructions in relation to transfers, periodical payment/debit authorities and, where nominated by the accountholder, electronic NAB services;
 - (b) overdraw the account(s) to any extent reasonably permitted by NAB (NAB will treat casual overdrafts as applications for credit);
 - (c) sign, draw, make, accept, endorse, discount or make arrangements with

NAB regarding bills of exchange, orders and other instruments;

- (d) give instructions about or otherwise deal with documents conferring a right to or insuring goods;
- (e) receive boxes, packets, deeds or documents;
- (f) apply for encashment/negotiation facilities and letters of credit upon terms acceptable to NAB, including the giving and enforcing of security and relieving NAB from liability;
- (g) enter into contracts with NAB for the sale or purchase of foreign currencies by NAB or NAB correspondents;
- (h) provide guarantees indemnities or declarations protecting NAB in relation to (i) missing documents conferring a right to or insuring goods; (ii) guarantees or undertakings by NAB in its favour or on its behalf; (iii) letters of credit.

9.3 In respect of any authority provided to NAB under clause 9.1, NAB may, acting reasonably and subject to clause 17, elect not to follow any instructions given under the authority if:

- (a) it is not satisfied that the person giving the instruction has authority (for example, if NAB is not satisfied that the signature on the instruction matches the specimen signature held);
- (b) in its opinion, the instructions are not clear;
- (c) NAB cannot authenticate or validate any information or documents relating to the account or service, a person who is authorised to transact on it, or the transaction; or
- (d) NAB is notified of a dispute between joint accountholders (in which case NAB may require all joint account holders or directors to sign any authority to operate this account).

9.4 In respect of any authority provided to NAB under clause 9.1, NAB may, by giving notice, override the authority and require that all or specific future transactions must be authorised by all accountholders.

9.5 Any authority provided to NAB under clause 9.1 does not prevent NAB from complying with other valid accountholder instructions.

9.6 In relation to transactions to or from the account, you authorise NAB to disclose and collect information (including personal information) to and from other financial institutions, to the extent NAB considers this reasonably necessary.

10 Joint accounts

- 10.1 If there are two or more of you, you will be treated as holding the account jointly and NAB may accept for credit to the account any telegraphic transfer payment order or bill of exchange that is payable to all or any of you.
- 10.2 If any of you die, the account will be treated as the account of the survivor or survivors jointly.
- 10.3 Unless any of you request otherwise, NAB statements and notices (including notification of any variation to these terms and conditions) will be forwarded to the mailing address of the first of you named in the account. In the absence of evidence to the contrary, you will all be deemed to have received any NAB statements and notices forwarded in accordance with these terms and conditions.
- 10.4 A joint account holder may only make a withdrawal on the terms of any authority to operate on the account. If NAB is notified of a dispute between joint account holders, NAB may require all joint account holders to sign any authority to operate the account.
- 10.5 The liability of account holders under an account held in joint names is joint and several. This means each and all of the account holders are liable for the whole of any debit balance on the account.

11 Closing your account

- 11.1 You or any other authorised person can request to close your account by contacting your NAB banker, visiting a NAB branch, calling our contact centre or by written notice. If we cannot execute your request, we may advise you of further information we require to process your request.

Such termination will not affect any obligation incurred by you or under these terms and conditions. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure.

NAB may acting reasonably and in accordance with its legitimate business interests close an account due to unsatisfactory conduct or any other reason it deems appropriate. In this event, NAB will provide you at least 30 days' notice in writing.

12 Responsibility

- 12.1 You acknowledge that:
 - (a) you are aware of the currency risk (including the potential for sharp movements in the value of the Australian Dollar relative to any other currency) and the interest rate risks that are inherent with the account, and you, and not NAB, are responsible for the prudent management of the account in relation to those risks;
 - (b) you are aware of the services available to a person such as you to guard against those risks;

- (c) you have relied solely on your own independent assessment or advice from a third party (other than NAB); and
- (d) NAB is not responsible to you for any fluctuation in the interest rate or the relative value of the Australian Dollar against any other currency, or any loss or liability you may incur as a result of such a fluctuation.

13 Specific Terms and Conditions for Renminbi accounts (“RMB Terms and Conditions”)

If you have a Renminbi (“RMB”) account, then you agree, acknowledge and represent (without limiting and in addition to clause 9) that:

- 13.1 Settlement of RMB denominated remittances into or from the People’s Republic of China (“PRC”) is subject to regulations of the PRC relating to foreign exchange control which may change from time to time.
- 13.2 RMB is subject to substantial exchange rate risk and is currently not freely convertible.
- 13.3 The provision of RMB account services by NAB is subject to the applicable laws, regulations, policies, guidelines or practice notes issued by any regulatory authorities, governmental agencies, clearing and settlement banks or agents, custodians or professional bodies governing or offering RMB related activities, clearing or services, and/or any applicable agreement for clearing and settlement of RMB, each as may be amended or updated from time to time (“Applicable Provisions”).
- 13.4 Without limiting clause 13.3 above and if there is any inconsistency between the RMB Terms and Conditions, any internal policy of NAB and the Applicable Provisions, the order of priority for the purposes of construction is as follows:
- (i) the Applicable Provisions;
 - (ii) the RMB Terms and Conditions; and
 - (iii) any internal policy of NAB.
- 13.5 The RMB Terms and Conditions may be determined and amended by NAB (acting reasonably) from time to time and at all times subject to the Applicable Provisions.
- 13.6 The opening of a RMB account as well as all instructions or transactions in relation to the RMB account are subject to NAB’s acceptance and approval at NAB’s discretion, having regard to its legitimate business interests and its regulatory and prudential obligations, and on such reasonable terms and conditions as NAB may impose including, without limitation, receipt by NAB of such documents and information as NAB may require in relation to the account opening and/ or the instruction and/or the transaction.

- 13.7 Without limitation to paragraph 13.3 above, you will provide any information and documents reasonably requested by NAB from time to time for opening a RMB account with NAB or the provision of any RMB service by NAB (as the case may be), including, without limitation, the following information about the underlying transaction (if applicable):
- (i) name and account number of your PRC counterparty;
 - (ii) date and brief description of the underlying transaction; and
 - (iii) a copy of any relevant trade documents (including invoices, contracts and third party documents such as bills of lading and customs declaration forms).
- 13.8 All information and documents provided by you from time to time are complete, true and accurate and you confirm that NAB is entitled to rely on such information and documents without any further verification.
- 13.9 You and your PRC counterparty are responsible for obtaining all relevant governmental regulatory approvals/licences, verifications and/or registrations (if any) for the purpose of cross-border remittance of RMB. Neither NAB nor any of its affiliates or correspondent banks shall be liable for any non-compliance with applicable laws or regulations by you or your PRC counterparty.
- 13.10 All instructions issued by you must, and NAB may take any action as it deems reasonably necessary or appropriate to, comply with the Applicable Provisions.
- 13.11 NAB, its affiliates and correspondent banks are authorised to disclose and report all and any transaction data and information regarding you, your account(s), your account relationship with NAB and any other RMB related services to any regulatory authorities, government agencies, clearing and settlement banks or agents, custodians or professional bodies governing or offering RMB related activities, clearing or other services, or to NAB's correspondent banks, wherever such party is situated (including PRC and Hong Kong regulators and RMB clearing and settlement banks where applicable).
- 13.12 Applicable conversion and interest rates regarding RMB will be determined by NAB (acting reasonably) and may differ from the official rates set by the People's Bank of China or rates determined by any other person.
- 13.13 Provision of all RMB services are subject to the maximum amount (if any) per customer per day requirements or the maximum amount per transaction requirements reasonably imposed by NAB from time to time in compliance with the RMB Terms and Conditions, and the Applicable Provisions (if applicable).

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- 13.14 NAB may, acting reasonably, set a cut-off time for deposits into RMB accounts and decline to accept deposits made after the cut-off time (if any) or, if NAB so informs you, NAB may treat them as made on the next Banking Day.
- 13.15 Remittances cannot take place on public holidays in the PRC. For example, public holidays include the Spring Festival holidays (also known as Chinese New Year holidays), which are relatively long and whose dates change from year to year. You will ascertain the dates of public holidays in the PRC before scheduling any RMB remittances.
- 13.16 NAB may, having regard to its legitimate business interests and its regulatory and prudential obligations, from time to time, refuse or terminate the provision of RMB services without prior notice and without giving any reason.
- 13.17 NAB may (acting reasonably) from time to time set restrictions that apply only to RMB accounts and transactions.
- 13.18 If any remittance you request to be made in RMB fails, is returned, or is delayed for any reason then NAB is not responsible for any loss incurred as a result (including as a result of any changes to any exchange rate or any claim made by the intended recipient of the remittance), except to the extent NAB's fraud, negligence or misconduct (or the fraud, negligence or misconduct of NAB's officers, employees, contractors and agents) contributed to the relevant loss.
- 13.19 You indemnify NAB against any and all losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) and expenses which NAB may suffer or incur arising from or in connection with the opening, maintaining and closure of your RMB account and/or the provision of any RMB services provided by NAB in relation to the account as a result of your misrepresentation or any information or documentation provided by you being incomplete, inaccurate or misleading in any respect, except to the extent NAB's fraud, negligence or misconduct (or the fraud, negligence or misconduct of NAB's officers, employees, contractors and agents) contributed to the relevant loss, damage, claim, liability, cost or expense incurred.

Part B: General Matters

– for all accounts and services in this booklet

The following terms and conditions are in addition to the terms and conditions applying to all accounts and services covered in this booklet.

14 Banking Code of Practice

- 14.1 NAB has adopted the Banking Code of Practice and relevant provisions of that code apply to this product, if you are an individual or a “Small Business” referred to in the Banking Code of Practice.

15 Notice Provisions

NAB will give you notice of changes to the accounts and services included in this booklet as set out in the table below and you agree to receive notice in such ways.

- 15.1 Changes NAB may make

In addition to the other changes NAB may make to these terms and conditions, NAB may, acting reasonably and in accordance with its legitimate business interests, change any other terms and conditions at any time (including by imposing new fees or charges, changing the amount, type, frequency or method of calculation of fees and charges payable, or any changes in accordance with any applicable legislation and industry codes). If any variation made has an adverse impact on you, you may close the account. You must pay any outstanding fees and charges on the account.

NAB may charge you an amount that it considers to be a reasonable estimate of the costs of any account closure, but if this is a Small Business Contract then NAB won't charge any fee to close the account where you are closing the account due to a change made by NAB under this clause.

- 15.2 How does NAB notify you of changes?

NAB will give you notice of changes to the accounts, card and services included in this booklet as set out in the table below and you agree to receive notice in such ways. We may give you less notice or no notice if we believe a change is unfavourable to you, if it is reasonable for us to give shorter notice to manage an immediate and material risk.

Type of change	Method of Notification	Time Frame
Changes relating to Foreign Currency Accounts in Part A		
Introduction of a fee or charge	In writing or electronically	At least 30 days before the change takes effect
Changes to fees and charges	In writing, electronically or by media advertisement	At least 30 days before the change takes effect
Changes to interest rates	In writing, electronically or by media advertisement	No later than the day the change takes effect
Changes to the calculation of interest	In writing or electronically	At least 30 days before the change takes effect
Any other changes to the terms and conditions in Parts A and B (including changes relating to interest other than changes to an interest rate)	In writing or electronically	At least 30 days before the change takes effect

In relation to changes to NAB Internet Banking and NAB Telephone Banking, to the extent permitted by any applicable legislation and industry codes, NAB reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of NAB's systems or individual accounts.

General Notification Provisions

Changes to government fees and charges	In writing, electronically or by media advertisement, unless the government publicises the change to fees and charges	At least 30 days before the change takes effect, or a shorter period if NAB gives notice with reasonable promptness after we are notified by the government.
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15.3 How do you notify NAB of changes?

Type of Change	Method of Notification	Time Frame
Change of Address (including nominated electronic address)	In writing, in person at any NAB outlet, via NAB Internet Banking or by calling us on 13 22 65 (personal customers) or 13 10 12 (business customers)	As soon as possible
Notices, certificates, consents, approvals and other communications in connection with these terms and conditions (eg. cancellation of a card)	Electronically using the service or in writing, in person at any NAB outlet or by calling us on 13 22 65 (personal customers) or 13 10 12 (business customers)	As soon as possible

15.4 Electronic communication

- (a) To the extent permitted by law and subject to clause 15.5, notices, statements, certificates, consents, approvals and other communications in connection with the terms and conditions in this booklet from NAB, may be given electronically:

- (i) by electronic means, including by SMS, electronic mail to your nominated electronic address or push notification to any NAB app we may make available to you; or
 - (ii) by making it available at NAB's website; or
 - (iii) if you use an online banking service provided by NAB (eg. NAB Internet Banking or NAB Connect), by being made available through that service; or
 - (iv) by any other means we agree with you.
- (b) Where communications are made available through NAB's website or through a NAB online banking service, we will let you know the information is there by sending you an SMS or email to the contact details we have on file, or by push notification from any NAB app or any other agreed method.

15.5 You can choose to receive notices or statements in paper by giving NAB notice. Where your product or service is designed exclusively for electronic use, paper notices and statements are only available in limited circumstances.

15.6 For the purposes of clause 15.4:

- (a) You may request a paper copy of a communication given electronically within six months of the electronic copy being received or made available.
- (b) A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer, and is effective when received even if no person is aware of its receipt.
- (c) For the purposes of communications sent by electronic mail and the Electronic Transactions Act, the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.
- (d) A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business.

For the purposes of this clause:

- (i) if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and
- (ii) if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's usual place.

16 Our discretion to delay, block, freeze or refuse transactions, a service and when we may be liable

16.1 Without limiting any other rights or discretion which NAB may have, you agree that NAB may (acting fairly and reasonably per clause 17.2):

- (a) delay, block or refuse to make or receive or credit any payment/s (or any other transactions) using the services detailed in this booklet and/or
- (b) suspend or end access to or use of your account which has been opened under these terms and conditions, including any linked cards, PINS, password, device, or through any service provided for in this booklet,

where taking any action under either or both of (a) or (b) above is reasonably necessary to prevent an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk or to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of the account or our banking services. NAB may exercise its rights under either or both (a) and (b), separately or concurrently and for as long as is reasonably necessary to manage any risks. Subject to clause 17.3, NAB will incur no liability to you where NAB does so. NAB cannot detect and prevent all such transactions. NAB may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk). If we do not give you advance notice, and where it is reasonable to do so, we will give you a general reason and advise you within a reasonable time of exercising our discretion under this clause.

16.2 You declare and undertake to NAB that you do not have any reason to suspect that any payment NAB makes in accordance with any instructions you give NAB using the services detailed in this booklet will breach any law in Australia or any other relevant country.

16.3 You agree that you will provide any information that NAB reasonably requests connected with the account and any relevant transactions. NAB may continue any action under clause 16.1 until it receives a satisfactory response. You acknowledge that if NAB is not satisfied with your responses or you fail to respond in a timely manner then NAB may take this into account when deciding whether or not to close an account or give effect to a transaction under this agreement.

17 Exercise of Discretions

17.1 NAB will act reasonably and fairly towards you, taking into account your and NAB's respective business interests. That includes whenever NAB is:

- (a) considering any request you make; or
- (b) deciding whether to give its consent or to exercise a right, discretion or remedy; or

- (c) setting any conditions for doing any of those things; or
- (d) changing a term of this Agreement or our fees and charges, exercising enforcement or set-off rights or incurring expenses that are payable by you.

17.2 NAB can take a range of things into account when exercising its rights and discretions under these terms. These can include:

- (a) NAB's legal obligations, industry codes and payment scheme rules and the expectations of NAB's regulators;
- (b) protecting NAB's customers, staff and systems and the personal information it holds;
- (c) what you have told NAB about yourself and how you will use NAB's products and services (including if it's misleading, incorrect or you haven't provided NAB with all of the information NAB reasonably needs when asked);
- (d) how NAB's products and services are intended to be used (and how you have used them);
- (e) NAB's public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- (f) community expectations and any impact on NAB's reputation;
- (g) whether NAB needs to take any action to protect you or another person from a potential fraud or scam; and
- (h) risk management, including sanctions risk management.

17.3 NAB is not liable for any loss or damage:

- (a) caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:
 - (i) there's no breach of a legal duty of care owed to you by NAB, or by any of NAB's employees or agents;
 - (ii) if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or
 - (iii) NAB reasonably exercises the discretion, including because of one or more of the factors set out at clause 14.2; or
- (b) that results from a breach by you of any term of this agreement, except to the extent such loss or damage is caused by NAB's fraud, negligence or misconduct.

18 Information sharing and your privacy

- 18.1 We may collect and share information to and from other financial institutions and payment providers about transactions to or from your account, whenever we consider it reasonably necessary.
- 18.2 We also collect and handle your personal information to help verify your identity, action your requests and applications, provide and promote our products and services, meet our regulatory obligations, and run our business.
- 18.3 Your personal information is managed in line with our Privacy Policy, which explains how to make a privacy related request or complaint, the overseas locations where NAB and our trusted service providers may process your information, and the Australian credit reporting bodies we deal with. See our full Privacy Policy at nab.com.au/privacy.

19 What do I do if I have a problem or dispute relating to my account?

- 19.1 For information about resolving problems or disputes, contact NAB on 1800 152 015, or visit any NAB branch.

NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Telephone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au
Postal address: GPO Box 3
Melbourne
VIC 3001

Definitions and Interpretation

Meaning of words

Account Information means balance, transaction and other information provided by NAB in respect of the account.

Banking Code of Practice means the version of the Banking Code of Practice as published by the Australian Banking Association which applies, or that we agree applies, to your account.

Banking Day means a day other than:

- (a) a Saturday or Sunday;
- (b) a day gazetted as a public holiday throughout Australia; and/or
- (c) for any currency other than Australian dollars, a public holiday in the principal financial centre of the currency involved in the transaction or in the principal financial centre for US currency.

Interest Period means the quarterly periods ending on 31 March, 30 June, 30 September and 31 December, or any other period agreed between you and NAB.

NAB or we or us means National Australia Bank Limited and its successors and assigns.

Small Business Contract has the meaning of that term when used in the *Australian Securities and Investments Act 2001* (Cth) (**ASIC Act**) from time to time. With effect from 9 November 2023 small business contracts under the ASIC Act include contracts which are entered into or renewed after that date where the upfront price payable does not exceed \$5,000,000 and either (or both) of the following apply:

- the business makes the contract in the course of carrying on a business and the business employs fewer than 100 persons; or
- the turnover of the business for the last income year (within the meaning of the *Income Tax Assessment Act 1997*) was less than \$10,000,000. The calculation of turnover will be worked out using the rules in the ASIC Act.

This may be a Small Business Contract where it meets these requirements.

For the removal of doubt, this may be a Small Business Contract even if you are not a 'Small Business' within the meaning of that term in Banking Code of Practice.

Transaction Balance means the balance of the account determined by reference to the Transaction Date of the transactions to that account.

Transaction Date means the date upon which a transaction is posted to the account. The Transaction Date may differ from the Value Date.

Value Balance means the balance of the account determined by reference to the Value Date of transaction on that account.

Value Date means the date on which a transaction is deemed to be debited or credited to the account for the purposes of calculating interest. The Value Date may differ from the Transaction Date.

You means the customer or customers who open the account, and if there is more than one, you means each of them separately and every two or more of them jointly. You includes your successors and assigns and, in relation to your rights to operate the account, any other authorised signatory to the account.

For more information visit

nab.com.au

or call us on **13 22 65**

or ask at your **local branch**



Help for people with hearing or
speech communication difficulties.
Contact us on **13 22 65** through
the National Relay Service.