

Savings and Investment Accounts

Effective 8th June 2010

Product Disclosure Statement & Terms and Conditions

Australian Offices

Website: <http://www.bocau.com.au>

NSW

Main Office

39-41 York Street Sydney NSW 2000
Phone: 02 8235 5888 Fax: 02 9262 1794
E-mail: banking_au@bank-of-china.com

Haymarket Branch

681 George Street Sydney NSW 2000
Phone: 02 9212 3877 Fax: 02 9212 3962
E-mail: haymarket_au@bank-of-china.com

Parramatta Branch

Level 2, Shop 2104, Westfield Shopping Town
Parramatta NSW 2150
Phone: 02 9893 8833 Fax: 02 9687 2919
E-mail: parramatta_au@bank-of-china.com

Hurstville Branch

213 Forest Road Hurstville NSW 2220
Phone: 02 9586 3205 Fax: 02 9579 3442
E-mail: hurstville_au@bank-of-china.com

VIC

Melbourne Branch

270 Queen Street Melbourne VIC 3000
Phone: 03 9602 3655 Fax: 03 9602 3383
E-mail: melbourne_au@bank-of-china.com

This is the Product Disclosure Statement (**PDS**) and Terms and Conditions prepared by Bank of China (Australia) Limited ("Bank") for the Bank's Savings and Investment Accounts. The information in the PDS is subject to change from time to time. The Bank may also change the terms and conditions at any time, subject to law. Where the new information is materially adverse information, the Bank will either issue a new PDS or a supplementary PDS setting out the updated information. Where the new information is not materially adverse information, the Bank will notify customers of the updated information as set out in this PDS and the Bank will provide a paper copy of any updates free of charge on request. Updated information can be found at any time on our website <http://www.bocau.com.au>.



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Part 1 INTRODUCTION

This booklet contains the Product Disclosure Statement and Terms and Conditions for the following accounts:

- Demand Deposit Accounts (DDA)
- Cheque Account (CA)
- Overseas Student Accounts (OS)
- Online Saver Account (OSA)
- Cash Management Call Accounts (CMCA)

The above savings and investment accounts may be denominated in Australian Dollars (AUD), Chinese Currency (CNY), Hong Kong Dollars (HKD) and United States Dollars (USD).

If you wish to open or continue to hold the above savings and investment accounts with the Bank, please read this booklet and the Schedule of Fees and Charges carefully before making such decision.

Part 2 PRODUCT DISCLOSURE STATEMENT

Section 1: ACCOUNT INFORMATION

1. Account Comparison Table

This table is a summary of key features and benefits of the Bank's savings and investment accounts listed in this booklet.

Key Features and Benefits	Savings				Investment
	DDA	CA	OS	OSA	CMCA
Access your Account					
Conduct transaction at branch of the Bank ¹	√	√	√	√	√
Debit Card ²	√	√	√	√	
Passbook facility	√		√	√	
Cheque book		√			
ATM within Australia ²	√	√	√	√	
EFTPOS ²	√	√	√	√	
Overdraft option ³		√			
Internet Banking*	√	√	√	√	
Pay bills via BPAY ⁴	√	√	√	√	
Other features					
Interest paid	√	√	√	√	√
Statements ⁵	√	√	√	√	√
Receive funds through SWIFT	√	√	√	√	√
Transfer funds through SWIFT [#]	√	√	√	√	√
Transfer AUD funds via Bank Cheque	√	√	√	√	√
Transfer AUD funds via RTGS ^{##}	√	√	√	√	√
Linking					
Linking with Safe Deposit Box ⁶	√	√	√		
Link to direct debit and/or direct credit ⁷	√	√	√	√	

1. The customers can conduct transactions at any branch of the Bank in NSW and VIC. Cash Management Call account customers must obtain valid appointment before coming to the branches to conduct transactions;

- The customers can choose to link two of the following Savings Accounts to the debit cards:
 - a cheque account and/or
 - one of the other three Savings Account dominated in AUD
 Debit card holder can access their accounts via ATM and EFTPOS within Australia;
- An overdraft facility will not be provided until it is approved by the Bank. You may be required to sign an overdraft agreement with the Bank;
- Only Savings Accounts dominated in AUD can be used to pay bill via BPAY;
- Debit card holders may receive statements periodically; Passbook holders do not receive statements because all transactions are recorded in the passbooks;
- Only one of Savings Accounts dominated in AUD can be linked to a Safe Deposit Box. Online Saver Account (OSA) cannot be linked to a Safe Deposit Box;
- Only Savings Accounts dominated in AUD can be linked to direct debit and/or direct credit;

* Internet banking service is not available for conducting CNY international remittance (other than pre-settlement remittance) from any account. Customers who wish to conduct international remittance from CNY dominated accounts must do so at one of the Bank's branches.

For details of requirements and fees for CNY remittance, please read our Schedule Fees and Charges for Chinese Currency (CNY) Demand Deposit Account, Term Deposit Account and Telegraphic Transfers.

RTGS means Real Time Gross Settlement which is a fund transfer of AUD to or from another local bank account.

2. Account Features

Savings Accounts	Features
Demand Deposit Accounts	Demand Deposit Accounts provide a flexible and convenient way to maintain and access AUD, USD, CNY and HKD funds on demand. This account contains the following main features: <ul style="list-style-type: none"> This account can be opened by All Customers; The account can be dominated in AUD, USD, CNY and HKD; Customers may access their accounts by (a) using a passbook; or (b) presenting their personal ID with a periodic statement to one of the Bank's branch in NSW and VIC; or (c) internet banking; For Individual Customers, an account dominated in AUD can be linked to a debit card and a Safe Deposit Box facility.
	<p>Individual Customers:</p> <ul style="list-style-type: none"> Minimum opening balance: AUD1,000; USD500; CNY5,000; HKD5,000; Minimum balance for interest payment: AUD1,000, USD500; CNY5,000; HKD5,000; There is no account keeping fee if your Monthly Average Balance is equal or above the minimum balance of AUD1,000; USD500; CNY5,000 or HKD5,000. <p>Non-individual Customers:</p> <ul style="list-style-type: none"> Minimum opening balance: AUD2,000; USD2,000; HKD10,000; Minimum balance for interest payment: AUD2,000; USD2,000; HKD10,000; There is no account keeping fee if your Monthly Average Balance is equal or above the minimum balance of AUD2,000; USD2,000; HKD10,000.

Savings Accounts	Features
Cheque Account	<p>Cheque Account provides a cheque book facility to maintain and access AUD funds on demand. This account contains the following main features:</p> <ul style="list-style-type: none"> This account can be opened by Individual Customers who have been with the Bank for at least two years and any Non-individual Customers; The account is dominated in AUD; Customers may access the account by using a cheque or via the Bank's internet banking; A cheque book is issued free of charge if the account balance is equal or above AUD2,000 at the time the Bank receives a request for a cheque book; For Individual Customers, this account can be linked to a debit card facility and a Safe Deposit Box facility. <p>For All Customers:</p> <ul style="list-style-type: none"> Minimum opening balance: AUD2,000; Minimum balance for interest payment: AUD2,000; There is no account keeping fee if your Monthly Average Balance is equal or above the minimum balance of AUD2,000.

Savings Accounts	Features
Overseas Student Accounts	<p>Overseas Student Accounts are a savings facility that provides banking services to overseas students. Overseas students may maintain and access their funds on demand. This account contains the following main features:</p> <ul style="list-style-type: none"> The account can be opened by overseas students. The Bank accepts applications lodged within Australia or in Mainland China. The applications can be made by overseas students in Australia or Chinese overseas students in Mainland China (The account opened by Chinese overseas students in Mainland China cannot be maintained in CNY); The account can be dominated in AUD, USD, HKD and CNY; Customers may access their accounts by (a)using a passbook; or (b) presenting their personal ID with a periodic statement to one of the Bank's branch in NSW and VIC; or (c)internet banking; An account dominated in AUD can be linked to a debit card and a Safe Deposit Box facility; There is no minimum balance requirement for opening the account; There is no account keeping fee; Minimum balance for interest payment: AUD1,000;USD500; CNY5,000; HKD5,000;

Savings Accounts	Features
Online Saver Account	<p>Online Saver Account is a flexible savings facility which contains the following main features:</p> <ul style="list-style-type: none"> The accounts can only be opened by Individual Customers; The account is dominated in AUD; Customers may access their accounts by (a)using a passbook; or (b)presenting their personal ID with a periodic statement to one of the Bank's branch in NSW and VIC; or (c)internet banking; This account can be linked to a debit card facility; Deposits and withdrawals in other currencies can only be accepted by the Bank if the customers authorize the Bank to exchange currencies; The accounts allow the customers to access their funds on demand; The account offers a relatively higher rate of interest on balance equal or above the amount of AUD3,000; The account offers a Bank's demand deposit interest rate on a balance below the minimum amount of AUD3,000; Customer must maintain the Bank's Internet Banking Facility at all time while this account remains open; No account keeping fee applies the account; No minimum account opening balance is required.

Investment Accounts	Features
Cash Management Call Accounts	<p>Cash Management Call Accounts are investment accounts which contain the following main features:</p> <ul style="list-style-type: none"> This account can be opened by All Customers; The account can be dominated in AUD and USD; The account offers a competitive interest rate on balance equal or above the amount of AUD5,000 or USD30,000; The account can be accessed by using specific channels, such as telephone appointment prior to access; Minimum opening balance: AUD5,000; USD5,000; There is no account keeping fee if your Monthly Average Balance is equal or above the minimum balance of AUD500; USD500.

Section 2: GENERAL INFORMATION

1. What are the key risks?

The products offered in this PDS are low risk products. The risks that these products may involve include:

- **Unauthorized Transactions:** unauthorized transaction is one which is not authorized by the account holder. For instance, there is a risk that the customer's username, password and e-token for accessing internet banking may be misused by unauthorized persons. The EFT Code determines the liability for losses resulting from unauthorized transactions. There is also a risk that unauthorised persons use the customer's cheque books to draw funds. The customer is responsible for the safe keeping of their cheque books;
- Funds may be transferred to accounts at other financial institutions. The Bank cannot guarantee the level of service of other financial institutions, and they may experience systems malfunctions from time to time. As such there may be instances where funds cannot be transferred to selected accounts due to the fault of financial institutions other than the Bank;
- Funds and Cheques deposited to your account will generally take time to clear and the availability of the funds should not be relied upon until such time as they are cleared;
- For internet banking, funds transfer and BPAY instructions will not be processed at any time if they are given to the Bank outside the operating hours specified in the internet banking PDS.

2. How do I access further Information?

Further information may be obtained from any branch or office of the Bank. Full contact details for the Bank are provided on the cover sheet of this document.

3. Dispute Resolution Process

Do you wish to make a complaint to the Bank?

The Bank prides itself on the standards of service and fairness with which we treat you, our valued customer. However, if you feel we have fallen short of these ideals, these guidelines have been prepared to assist you have your complaint dealt with speedily and effectively.

"Complaint" is defined to refer collectively to any customer complaint, enquiry (including querying entries on your periodic statement) or dispute. There is no differentiation between "complaint" and "disputes".

When responding to complaints, we will endeavour to provide reasons for the decision taken and adequately address the issues that were raised in the initial complaint. This is part of our effort to provide you with a higher quality of service and to help ensure our performance always meets your expectations.

Who is eligible for this service?

All Bank of China (Australia) Limited customers may take advantage of the procedure described in this PDS. However, you should be aware that any reference of a complaint to the Australian Banking Industry Ombudsman is limited to retail clients or small incorporated businesses. A small business is defined as an independently owned and managed business with less than 15 employees and a turnover of less than \$1 million at the time the complaint was made.

How to make a complaint?

- In the first instance you should contact 61 2 8235 5888 or 61 2 8235 5806. You should have all supporting documents or other evidence to support you grievance and consider how you would like the Bank to resolve the matter;
- If your complaint has not been resolved to your satisfaction within 24 hours, please ask to speak to the Manager of the Personal Banking Department. We expect that the complaint should be dealt with within 5 working days of reference to the manager, although best endeavours will be used to resolve the complaint within 24 hours.

Allowance should be made for cases that require the Bank to contact overseas offices (e.g. international transactions) or other Banks;

- If your complaint still has not been resolved to your satisfaction within 5 working days, you are invited to contact Complaint Coordinator of the Bank (details as listed below);
- A response should be received within 7 working days;
- If the complaint remains unresolved 7 working days after reference to Complaint Coordinator, there are a number of independent bodies that are available to assist you, including the Australian Banking Industry Ombudsman, the Small Claims Tribunal or your State Consumer Affairs Bureau.

The contact detail of Banking Ombudsman is as follows:

Financial Ombudsman Service Limited

GPO BOX 3, MELBOURNE VIC 3001

Telephone: 1300 780 808

Fax: (03) 9613 6399

Email: info@fos.org.au

Website: <http://www.fos.org.au>

Complaint Coordinator

Telephone: (02) 8235 5888

4. Customer Information and Privacy

Collecting and Using Personal Information

We collect and use your personal information for the purpose of:

- Consider your application for facilities, products or services;
- Open, administer, manage and monitor any facilities, products or services provided to you;
- Conduct market research, product development, data processing and statistical analysis;

- Protect against fraud;
- Provide you with information about our facilities, products or services.

Disclosing Personal Information

We may disclose your personal information to the organizations described below:

- Other members of the Bank of China Group (BOC Group);
The following information may be exchanged among the members of the group:
 - any information contained in this document;
 - any other personal information you provide to us; and
 - transaction details of the accounts which you hold with the Bank.
- Service providers that the BOC Group engages to do something on our behalf, such as organizations involved in maintaining, reviewing and developing our business systems, procedures and infrastructure;
- Broker and agents who refer you to us;
- Any person acting on your behalf, including your financial adviser, solicitor or accountant, executor, administrator, trustee, guardian or attorney;
- Organization, including overseas organization, to whom we outsource certain functions;
- As required or authorized by law, for example, to government or regulatory bodies for purposes related to public health or safety, the prevention or detection of unlawful activities or to protect public revenue;
- Where you have given your consent.

Access Personal Information

You may access your information by contacting one of our branches. This is subject to some exceptions allowed by law. We will give you reasons if we deny access. We may charge you for providing access.

Provision of Personal Information

If you provide us with incomplete or inaccurate information, your request for opening an account with us may be rejected by the Bank.

Update Information

We try to ensure that the personal information that we collect, use or disclose is accurate, complete and up-to-date. Please contact us immediately when you believe that the personal information that you provide us is no longer accurate, complete and up-to-date.

5. Notice Provisions

Type of Change	Method of Notification	Time Frame
Any material changes to the information in this PDS and Terms and Conditions	Website or media advertisement or by written notice	No later than the day the change takes effect or as required by applicable law and industrial codes
Changes to interest rates	Website or media advertisement or by written notice	No later than the day the change takes effect
Changes of fees and charges	Website or media advertisement or by written notice	No later than the day the change takes effect
Introduction of a fee or charge	In writing or email	At least 30 days before the change takes effect

Part 3 TERMS AND CONDITIONS

Terms used in this terms and conditions are defined in the “Definition” section of this document. The terms and conditions apply to all products in this booklet.

1. Account Opening

1.1 Account Opening Method

You can open an account in the ways set out in the table below during Business Hours:

Features	Savings				Investment
	DDA	CA	OS	OSA	CMCA
At any branch of the Bank in NSW and VIC	√	√	√	√	√
At designated branches of Bank of China located in Mainland China			√		

1.2 Minimum Opening Balance Requirement

You can open an account if you meet the following account opening minimum balance requirement:

Features		Savings				Investment
		DDA	CA	OS	OSA	CMCA
AUD	Individual Customers	\$1,000	\$2,000	No request	No request	\$5,000
	Non-individual Customers	\$2,000	\$2,000	N/A	N/A	\$5,000
CNY	Individual Customers	¥ 5,000	N/A	No request	N/A	N/A
HKD	Individual Customers	\$5,000	N/A	No request	N/A	N/A
	Non-individual Customers	\$10,000	N/A	N/A	N/A	N/A
USD	Individual Customers	\$500	N/A	No request	N/A	\$5,000
	Non-individual Customers	\$2,000	N/A	N/A	N/A	\$5,000

1.3 Verification of Identity

At the time of opening an account, the Bank is required to verify the identity of each signatory to the account. The Bank reserves the right to refuse any application to open an account if you fail to provide us the required documents or if it is otherwise required by law.

If you are an existing customer of the Bank who has already been satisfactorily identified, you are not required to provide identification documents again.

1.4 Eligibility Criteria

The account holder and the account signature must be 16 years of age or older.

For the eligibility of a specific account, please read the contents under the heading “Account Features” in Clause 2, Section 1 of the PDS in this booklet.

1.5 Joint Accounts

If you open your account in more than one name, the following applies:

- Each account holder must fully comply with the terms and conditions applying to the account as if the account was held by one person;
- The joint account holders must sign an authority letter, in the form we require, to inform the Bank the method by which you wish to operate the joint account. Unless otherwise informed the Bank when the account is opened,
 - each account holder operate the account independently of each other;
 - the Bank may accept a cheque or other negotiable instrument which is payable to any one or more of the account holders;
 - if one of the account holders dies, the Bank will transfer the balance of the account to the surviving account holder(s);
 - each account holder can instruct the Bank to send account statement or request the Bank to change their contact details.

The Bank is not liable for any loss or damage arising from or in relation to acting on the instructions given by any account holder in good faith, unless it is proved that the Bank was grossly negligent.

2. Currency Options

The Bank offers a multi-currency option for the accounts listed in this booklet. The table below sets out the availability of the multi-currency option:

Features	Savings				Investment
	DDA	CA	OS	OSA	CMCA
AUD	√	√	√	√	√
CNY	√		√		
HKD	√		√		
USD	√		√		√

3. Payment of Interest

Different interest rates apply to different account, different currency and different levels of account balance. The interest rate is subject to change from time to time. For the current interest rate, please contact one of our branches.

We do not pay interest if your account balance falls below the following minimum balance requirement for interest payment.

The minimum balance for interest payment is set out in the table below:

Features	Savings				Investment	
	DDA	CA	OS	OSA	CMCA	
AUD	Individual Customers	\$1,000	\$2,000	\$1,000	0*	\$5,000
	Non-individual Customers	\$2,000	\$2,000	N/A	N/A	\$5,000
CNY	Individual Customers	¥ 5,000	N/A	N/A	N/A	N/A
HKD	Individual Customers	\$5,000	N/A	\$5,000	N/A	N/A
	Non-individual Customers	\$10,000	N/A	N/A	N/A	N/A
USD	Individual Customers	\$500	N/A	\$500	N/A	\$30,000
	Non-individual Customers	\$2,000	N/A	N/A	N/A	\$30,000

*The Online Saver Account (OSA) offers a relatively higher rate of interest on balance equal or above the amount of AUD3,000; and offers a Bank's demand deposit interest rate on a balance below the minimum amount of AUD3,000.

Where interest is payable by the Bank, it is calculated on the daily credit balance of your account. Interest will be credited to your account according to the following frequency:

Account	Interest Paid Monthly [#]	Interest Paid Half Yearly [*]
Demand Deposit Accounts		√
Cheque Account		√
Overseas Student Accounts		√
Online Saver Account	√	
Cash Management Call Accounts		√

[#] The interest will be credited to your account on the last Business Day of each month.

^{*} The interest will be credited to your account on the last Business Day of April and October each year.

4. Foreign Exchange Transactions

If you instruct the Bank to convert one currency into another currency before you deposit the funds into your account or withdraw from your account, the applicable exchange rate for the currency conversion is the rate agreed between you and the Bank, usually the spot rate quoted by the Bank at the time of exchange.

The Bank only accepts currency conversion requests during the Business Hours. The Business Hours for branches are provided on the back of this booklet. For the operating hours of foreign exchange transaction via internet banking, please refer to the product disclosure statement and terms and conditions of Internet Banking Services for the details.

The Bank may reject a currency conversion request if there is insufficient note available at the time of the request.

The Bank will not charge a fee for foreign exchange transactions. Please refer to the Bank's Schedule of Fees and Charges for the details.

5. Fees and Charges

The Bank may debit your account with account keeping fees and other service fees, the amount and nature of which are detailed in the Bank's Schedule of Fees and Charges.

The Bank may debit your account with government charges, duties and taxes relating to your account. If you do not provide us with your Tax File Number (TFN) or Australian Business Number (ABN), the law requires us to withhold tax from your interest payment at the rate provided by ATO.

6. Deposits and Withdrawals

Deposits can be made in the following ways:

- cheque deposit and cash deposit at one of our branches in NSW and VIC;
- electronic transfer via the Bank's internet banking services;
- direct credit.

When you withdraw from one of our branches, we will verify your identity and signature.

If you wish to withdraw cash more than AUD5,000.00 in one transaction, please notify the Bank 24 hours in advance. If you withdraw an amount in excess of the available balance of your account, the account may be overdrawn. If you do not have approved overdraft facility, we will charge you an overdrawn fee and penalty interest on the overdrawn amount. Please refer the Schedule of Fees and Charges for the overdrawn fee. For the rate of penalty interest please contact the Bank.

7. Overdraft Facility

Among the accounts provided in this booklet, only the cheque account has an overdraft facility. An overdraft facility is not automatically provided to cheque account holders. If you

wish to have an overdraft facility, you must apply at one of our branches. When you apply for an overdraft facility, you may be required to sign an overdraft agreement with the Bank.

8. Access the Accounts

For specific methods of access that are available to different accounts, please read the PDS.

The methods of access include:

- Passbook- over the counter
- Cheque Book
- Debit Card - ATM or EFTPOS
- Internet Banking
- Direct Debit and/ or Direct Credit

It is your responsibility to safeguard your cheque book, passbook, debit card, E-token and pin number/passwords from loss, theft or unauthorised use. It is important that you tell us as soon as you become aware that your cheque book, E-token, passbook or debit card have been lost or stolen. You will be liable for the unauthorised transactions that occur on your account before you notify the Bank.

When you apply for a new passbook, cheque book, E-token, pin number/passwords or debit card because they are lost or stolen, you will be charged a fee. Please refer to Schedule of Fees and Charges for details.

9. Stop Cheque

You may apply to the Bank to stop a bank cheque or a personal cheque (a cheque from a cheque book issued by the Bank) by completing a Stop Cheque Form. The Bank will not accept this request if the payment under the cheque has been made. A stop cheque fee applies.

10. Trust Accounts

If you open an account as a trustee, you must provide sufficient evidence to satisfy the Bank that you have the necessary power and authority to open and operate the account. The Bank may debit the account for the applicable fees and charges.

11. Powers of Attorney

If an account is to be: (a) opened by an attorney on your behalf; or (b) operated (including accessing information, transferring money into/out of the account and/or closing the account) by an attorney on your behalf; you and the attorney must: (a) complete and sign any documents we require; and (b) provide us with any other documents or information we require.

If you appoint an attorney to open and/or operate your account, you must ensure that your attorney complies with the conditions of the account. You must notify us in writing if the power of attorney is revoked. The Bank will not be liable for any damages or losses caused by the unauthorized access by the attorney should the attorney have been validly appointed and no revocation of the power of attorney has been received by the Bank.

12. Authority to Operate an Account

When a new account is opened, you must inform the Bank who are authorized to operate the account. Specimen signatures will be collected by the Bank for each authorized signatory to your account. We will also verify the identity of the signatories. The Bank will not be liable for any damages or losses caused by the unauthorized access by the authorized signatories should the signatories have been validly appointed and no revocation of the authority in writing has been received by the Bank.

13. Closing the Account

You have the right to close the account at any time. In doing so, you are required to visit one of our branches in NSW and VIC.

The Bank reserves the right to close your account at any time provided that we give you one month prior notice in writing. One of the reasons that the Bank may close your account is that there is a debit balance in your account and you do not have overdraft facility. The Bank will give you one month to bring the balance in credit. Failure to do so will result in the closure of your account.

If the account has a credit balance at the time that it is closed, that balance will be paid to you. If the account has a debit balance at the time it is closed, that balance, including any debit interest or outstanding fees, will be due and payable by you to us upon demand.

14. Company Search

If you are a sole trader, a partnership and an incorporated company and you wish to open an account with the Bank or change your business or company name, directorship or company structure, the Bank will carry out a search. The account will not be opened until this search is completed. You are liable for the company search fee. Please refer to the Schedule of Fees and Charges for details.

15. Fax Indemnity

The bank may accept faxed instructions from you to operate on the account if you have entered into an agreement with the Bank.

16. Statements and Notices

16.1 Statement of Account

- If you are not a passbook holder and there are transactions during the statement period, we will provide you a statement of your account;
- You must check your statement of account carefully. As soon as you discover any errors, omissions or unauthorized transactions, you must notify the Bank immediately;
- A fee applies if you request for extra copies of your account statement.

16.2 End of Financial Year Notice

The Bank will issue a notice shortly after the end of each financial year to notify you the amount of interest paid on your accounts with the Bank for the financial year. You may need this information to prepare tax return.

16.3 Joint Account Statement

The Bank will mail the account statements and notices to the correspondence address of any one account holder. Once the statement and notice has been sent to one account holder, all account holders are regarded as having received them.

17. AML Requirement

You are required to provide the bank appropriate proof of identification as required by Anti-Money Laundering and Counter-Terrorism Financing Act 2006(AML/CTF Act). The required identification documents are listed in the Application Form. If you do not provide the required identification documents, we may reject your application.

The Bank's AML/CTF policy provides that the Bank must check relevant databases to ensure that the account signatories do not appear on the warning lists circulated by the government which are suspected to have involvement in terrorist financing. If your name or the name of your signatory appears on the warning list, the Bank must reject your application as required by law since it is a criminal offence to hold assets that are owned or controlled by terrorist organizations or individuals.

18. Set-off Arrangements

The Bank has the right to set-off the balance of accounts that you hold with the Bank. If one of your accounts is overdrawn or is in debit and another account is in credit, the Bank may use the balance in the account in credit to set-off the account in debit. The Bank will inform you if this set-off right is exercised.

19. Inactive Accounts

If your account is not used for seven years, the Bank will:

- cease to credit interest to your account and to issue account statements; and
- close your account and transfer the balance to ASIC.

20. Jurisdictional Disclaimer

The accounts in the PDS are only offered within Australia.

21. Definitions

Bank and we means Bank of China (Australia) Limited ABN 28 110 077 622.

ATM means an Automated Teller Machine.

EFTPOS means a point-of-sale electronic banking facility available at retail or wholesale outlets.

Debit card means an authorized card issued by us.

Business Day means a day (other than a Saturday or Sunday or the Bank Holiday) on which banks are open for general business in Sydney.

Attorney means a person authorized under a power of attorney to act on your behalf.

Individual Customers means the customers who are natural persons.

Non-individual Customers include sole traders, partnerships or corporations.

Monthly Average Balance is calculated based on the following formula: aggregate daily balance of your account divided by the number of the dates in this month.