FINANCIAL SERVICES GUIDE FOR THE MESHPAY AU PTY LTD PROGRAM

Issued by MeshPay AU Pty Ltd Dated: 23/06/2024

1 ISSUE DATE

23/06/2024

2 PURPOSE AND CONTENTS OF THIS FINANCIAL SERVICES GUIDE

This Financial Services Guide ("FSG") is prepared by Nium Pty Limited ACN 601 384 025 ("Nium").

This FSG is issued by MeshPay AU Pty Ltd ACN 675 139 349 ("Mesh", "we", "us", or "our"), an authorised representative of Nium, Authorised Representative Number 001309900. This FSG is designed to provide you with important information regarding our services prior to providing you with a financial service and assist you in you in deciding whether to use any of the services offered in this FSG, including the following:

- (a) who we are and how you can contact us;
- (b) what services we are authorised to provide;
- (c) how we are remunerated for these services;
- (d) any (potential) conflicts of interest we may have; and
- (e) our dispute resolution process.

If you would like further information, please ask Nium or us.

Nium has authorised the distribution of this FSG.

3 ABOUT NIUM

Nium Pty Limited ACN 601 384 025, of Level 4, 152 Elizabeth Street, Melbourne VIC 3000 holds an Australian Financial Services Licence Number 464627 and is authorised to provide financial services including financial product advice and dealing in non-cash payment products in relation to retail and wholesale clients.

Nium can be contacted at:

Address: Level 4, 152 Elizabeth Street, Melbourne VIC 3000 Australia

Email: <u>customer.success@nium.com</u>

Website: https://nium.com

4 ABOUT MESH

Mesh is the authorised representative of Nium.

Mesh is authorised by Nium to deal in (including arranging), and provide general financial product advice in relation to, non-cash payment products to retail and wholesale clients. General advice does not take into account your objectives, financial situation or needs. Mesh is not authorised to give you personal financial advice.

The following products that we distribute are non-cash payment products issued by Nium (collectively, the "Services"):

- The Visa Business Debit card ("Card").
- Pay In.

You can contact Mesh at:

Address: Level 12, 90 Arthur Street, North Sydney, NSW 2060

Email: support@meshpayments.com Website: https://meshpayments.com/

If you wish to utilise our services, you may issue us with instructions by contacting us via the above details.

When Mesh arranges any of the above Services for you, we will give you a Product Disclosure Statement ("PDS") when required. The PDS contains important information regarding the features, benefits, risks and fees applicable, and is designed to assist you in making an informed decision about whether to acquire the Services. You should read the PDS carefully to ensure you are informed before you acquire the Services.

5 PROFESSIONAL INDEMNITY INSURANCE

In compliance with section 912B of the Corporations Act 2001 (Cth) and Australian Securities and Investments Commission Regulatory Guide 126, Nium maintains professional indemnity insurance in connection with the financial products and services it provides, including any claims in relation to the conduct of Nium's former representatives/employees.

6 RECORD KEEPING OBLIGATIONS

Nium will seek to ensure that comprehensive and accurate records of all client transactions and advice provided, are properly maintained.

7 WHO DO WE ACT FOR?

Nium is responsible for the financial services it provides to you under its Australian Financial Services Licence and does not act on behalf of any other financial services licensee. Mesh provides financial services on behalf of Nium under Nium's Australian Financial Services Licence.

8 REMUNERATION, COMMISSION & BENEFITS EXPECTED TO BE RECEIVED BY NIUM AND MESH FOR PROVISION OF FINANCIAL SERVICES

Mesh and Nium receive the following remuneration in connection with the Services acquired by you from Mesh.

If you would like further details of any of the remuneration arrangements, please ask us within a reasonable time after receiving this FSG and before we provide you with any financial services.

Nium receives the following fees from you as remuneration in connection with the use of the Services:

• Foreign exchange margin on international Card transactions: Transactions made using the Card in a currency other than in a Supported Currency maintained in your Available Balance will be subject to the Visa prevailing foreign exchange rate at the time of the transaction, plus a foreign exchange ("FX") margin of up to 3%, depending on the transaction currency. The Available Balance will be debited by the converted amount.

• Available Balance conversion fee: If you ask to convert any currency forming part of your Available Balance for another Supported Currency, the transaction will be made at the latest interbank rate retrieved by Nium, plus an FX margin of 0.25%.

Nium will receive fees from Mesh in connection with providing the Services. Specifically, Nium will receive a fee from Mesh for each Pay In transaction. The exact fee applicable depends on the Pay In currency, location, payment method, and the funding account type. Nium will also receive fees from Mesh for activities associated with operating and maintaining the Card program, including card issuance and card transaction processing. The exact fee applicable depends on the nature of the activity and transaction concerned.

In addition, Nium and Mesh may receive a rebate from Visa of the interchange fee charged to merchants in connection with the use of the Card, as calculated by Visa based on transactions using the Card and Visa Scheme rules as they relate to the Card at the time of each transaction.

The employees of Nium and Mesh may also receive salaries, performance bonuses and other benefits from Nium and Mesh respectively.

9 REFERRALS TO NIUM OR MESH

Mesh may pay referral fees to any businesses or companies that refer their customers to use the Services, which may be a percentage of the remuneration received by Mesh or a fixed amount agreed with each referrer. If you would like further details, please ask us within a reasonable time after receiving this FSG and before we provide you with any financial services.

10 DISCLOSURE OF ANY RELEVANT CONFLICTS OF INTEREST

Nium and Mesh are not related entities. Subject to disclosures in any PDS or other transaction documents, Nium and Mesh do not have any relationships or associations which might influence us in providing you with our services.

11 DISPUTE RESOLUTION

If you have a query about the Services, you should initially direct the query to Mesh. Mesh can be contacted at:

Address: Level 12, 90 Arthur Street, North Sydney, NSW 2060

Email: support@meshpayments.com **Website:** https://meshpayments.com/

If you are unable to resolve your issue with Mesh directly, you can escalate your complaint to Nium. Nium has an internal dispute resolution process in place to resolve any complaints or concerns you may have, as quickly and fairly as possible in the circumstances. Any complaints or concerns should be directed to Nium at customer.success@nium.com. Nium will seek to resolve your complaint within 30 calendar days or such further time period that may reasonably be required given the nature of the complaint. Nium will investigate your complaint, and provide you with its decision, and the reasons on which it is based, in writing.

If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Australian Financial Complaints Authority, an approved external dispute resolution scheme, of which Nium is a member. The Australian Financial Complaints Authority can be contacted at:

Phone: 1800 931 678

Post: GPO Box 3, Melbourne, VIC 3001 Australia

Website: https://afca.org.au

12 PRIVACY

In this section "we", "us", or "our" refers to both Nium and Mesh.

Your privacy is important to us and we are committed to compliance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. Information collected from you at registration or in subsequent communications is used to establish and administer the Services, comply with our regulatory obligations and for us to determine your suitability as a client.

We may disclose your personal information to external parties who act on our behalf in the operation of our business or in connection with the transactions to be undertaken. Such external parties are required and committed to protecting your privacy and where they are offshore, we take reasonable steps to ensure that to the extent reasonably possible any information sent has the same level of privacy protection as we provide here in Australia. We will not otherwise disclose your personal information without your consent, except as authorised or required by privacy laws. Please contact us via the email provided if you have any concerns.

Full details of Mesh's privacy policy are available at https://meshpayments.com/privacy-policy/ and full details of Nium's privacy policy are available at https://www.nium.com/privacy-notice/.