

# Target Market Determination

## Term Deposits

05/10/2021 Version 1

This document is Judo Bank Pty Ltd's ABN 11 615 995 581, Australian Credit Licence and Australian Financial Services Licence (AFSL) 501 091 (*Judo's*) target market determination (*TMD*) for its term deposit product (*Product*) that is offered to 'retail clients' and 'wholesale clients' within the meaning of the *Corporations Act 2001* (Cth) (*Corporations Act*) and associated regulations.

The Product is subject to the design and distribution requirements relating to financial products for retail clients in Pt 7.8A of the Corporations Act and associated regulations, and this TMD has been prepared in accordance with those requirements.

In relation to Products which are issued by Judo direct to consumers who fall within the target market (see below), Judo is both the issuer and the distributor of them.

For Products which are issued to consumers who fall within the target market (see below) through Judo's broker network, Judo is the issuer only. The relevant broker, which holds its own AFSL or is an authorised representative of an AFSL holder, is the distributor.

This TMD is only relevant for the class of consumers described immediately below who are also 'retail clients' within the meaning of the Corporations Act. You should seek independent advice if you are unsure whether you fall within Judo's target market or if this TMD is relevant to you.

If you have any questions regarding this TMD, please contact Judo on 13JUDO or your Term Deposit Broker (if applicable).

### Class of consumers that comprise Judo's target market

#### Customer types

Judo's Product can be offered to:

- individuals, some of whom may be 'retail clients'.
- businesses (including companies, trustees, partnerships, sole traders, co-operatives and associations), some of whom may be 'retail clients'.
- self-managed superannuation fund trustees, some of whom may be 'retail clients'.

(Hereafter, *Consumer*).

#### Customer objectives, financial situation and needs

Judo's Product would suit or be appropriate for Consumers who:

- are looking for a simple cash investment or deposit product that will earn an agreed, fixed rate of interest over a fixed amount of time (*Term*) as advertised on Judo's website from time to time (as selected by the Consumer based on their individual circumstances) or as advised by the relevant broker and selected by the Consumer based on their individual circumstances (as applicable);
- are looking to deposit a minimum amount of at least A\$1,000; and
- do not want to pay ongoing management fees in relation to their investment (noting that there may be break costs if a Consumer seeks to withdraw part or all of their deposit before it reaches the maturity date, and that the Consumer would also be liable for any government taxes and charges).

Judo's Product would not suit or be appropriate for Consumers who are looking:

- for flexibility in being able to withdraw or transfer the deposit 'at call', or to add further funds to the deposit during the agreed fixed Term; and
- to be able to benefit from changes in interest rates (as the interest rate relevant to a Product is fixed for the Term selected by the Consumer, subject to any applicable break costs, taxes or charges),

as other, more flexible, deposit products may be more suitable for those Consumers.

## Distribution conditions and restrictions

### Distribution channels

Judo's Product is distributed in only three ways:

- by Judo online, direct to the Consumer, with the application and deposit made electronically via Judo's website. Judo does not have any physical branches, so an application, or a deposit, cannot be made in person;
- in certain limited circumstances, by way of a Judo Relationship Banker, where a business lending customer requires a term deposit; or
- via a term deposit broker, which holds its own AFSL or is an authorised representative of an AFSL holder.

### Distribution conditions and restrictions

Broadly, other key conditions and restrictions on Judo's distribution of the Product include that:

- a Product will only be issued to a consumer subject to satisfactory identity verification under applicable laws, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).
- a Product will only be issued to persons who are 18 years or older (if applicable) and Australian resident or domiciled for tax purposes.

The above distribution channels and distribution conditions and restrictions, and this TMD generally, are intended to ensure that Consumers who acquire the Product are likely to be in the target market discussed above and that the Product would likely be consistent with the likely objectives, financial situation and needs of the Consumer that acquires it.

## Review of TMD

### Review triggers

Judo's Product offering will be reviewed if:

- no Consumer enters into a Product with Judo during a continuous 24-month period;
- we receive a significant number of 'retail client' complaints about the Product that indicate it is no longer suitable for the above target market;
- a significant dealing<sup>1</sup> occurs which is inconsistent with this TMD.

### Review period

In addition to conducting reviews in response to the review triggers outlined above, given the relative simplicity of the Product and its specific target market, Judo will conduct the first review of this TMD within 12 months of the date of this TMD, with periodic reviews of the TMD on an annual basis thereafter.

## Information that must be reported by distributors

Judo requires any broker or Relationship Banker that distributes the Product to provide Judo with the following information as it relates to Judo's Term Deposits within the timeframes specified below:

<sup>1</sup> A 'significant dealing' will be determined by Judo considering factors such as: out of the consumers who acquire the Product, the proportion who are not in the target market; or the actual or potential harm to consumers, including the amount of any financial loss, resulting from consumers who are not in the target market acquiring the product.

Information	Timeframe
<p><b>Complaints from Consumers who must also be 'retail clients'</b></p>	<p>Where Judo is the distributor, complaints will be logged and dealt with in accordance with our complaints handling mechanism.</p> <p>Where the broker is the distributor, the relevant broker is required to advise Judo within five Business Days of receipt of the complaint so that the complaint can be dealt with in accordance with our complaints handling mechanism.</p>
<p><b>Number of Consumers that have opened a Product through Judo's website, a broker or a Judo Relationship Banker</b></p>	<p>Only if Judo does not already have this information, within 10 business days of the end of each quarter commencing from December 2021</p>
<p><b>The steps the distributor has taken to ensure that its distribution of the Product is consistent with the TMD</b></p>	<p>Unless the distribution is 'excluded conduct', distributor to make confirmation to Judo in at least one of these ways:</p> <ul style="list-style-type: none"> <li>• An annual certification by the distributor that no Product has been distributed to a Consumer outside the target market, within 10 business days of the relevant year end.</li> <li>• A written acknowledgement by the distributor that the distributor has provided a copy of the TMD to the Consumer, and that the Consumer is likely to be in the target market for the Product and it would likely be consistent with their likely objectives, financial situation and needs, which is made by the distributor on or around the time the Consumer completes the application form or applies for the Product.</li> </ul>
<p><b>A significant dealing occurs which is inconsistent with this TMD (e.g. a cluster of dealings that are not consistent with this TMD)</b></p>	<p>In writing as soon as practicable, and in any event within 10 business days after becoming aware</p>

### Disclaimer

All information in this TMD is of a general nature only and does not take into account your individual objectives, financial situation or specific needs. You should consider how the information in this TMD meets your needs before deciding to apply for Judo's Product. In particular, you should seek independent financial advice and read the relevant terms and conditions and relevant Product documents prior to making a decision to invest. Past performance is not an indication of future performance. Eligibility criteria, fees and charges and terms and conditions apply to the Product.

If you received this TMD electronically you can obtain, free of charge, a paper copy of this TMD by contacting us at 13 JUDO.