

# ANZ CLEARING SERVICES

## COUNTRY SCHEDULE – INDIA

This Country Schedule forms part of the Terms and Conditions and shall be effective from the date ANZ opens an Account for, or provides an ANZ Service to, Correspondent pursuant to those Terms and Conditions.

For ANZ Services provided in India the relevant ANZ Group Member and “ANZ” means Australia and New Zealand Banking Group Limited, Mumbai Branch and, for the avoidance of doubt, the ANZ Location is Mumbai, India and the Governing Jurisdiction is Mumbai, India.

The Terms and Conditions as applicable to those ANZ Services are amended, supplemented and varied as follows. Capitalized terms used in this Country Schedule and not otherwise defined have the meanings ascribed to them in the Terms and Conditions

### 1.1 Definitions

- (a) The following definitions are deemed to be deleted from clause 20.1 of the Terms and Conditions, and is deemed to be replaced with the following definitions:

“**Authority**” means any regulatory, administrative, government, quasi-governmental, law enforcement or supervisory body, judicial body, authority, entity, court or tribunal including a Minister of the Crown (in any right), including without limitation, the RBI, the Government of India, any department, agency, any body or organization authorised by the Government of India or any government of any state of India for any purposes related to these Terms and Conditions, any court or tribunal of India, or any regulator or statutory body of India.

“**Business Day**” means, in relation to an ANZ Service, any day (other than a Sunday) on which banks are open for business generally in the corresponding ANZ Location in relation to services of the same type as that ANZ Service.

“**Cut Off Times**” means, in relation to an Instruction, the times stipulated as such by ANZ in the relevant Service Level Agreement or from time to time by notice to Correspondent, and includes without limitation, any cut-off time(s) prescribed by ANZ in respect of any electronic mode of payment permitted by the RBI, such as the National Electronic Funds Transfer system or the Real Time Gross Settlement system.

- (b) For the purpose of this Country Schedule, the following definition is deemed to be inserted in the Terms and Conditions:

“**RBI**” means the Reserve Bank of India.

### 1.2 ANZ may assess each ANZ Service

Clause 2.2 of the Terms and Conditions is deemed to be deleted, and is deemed to be replaced with the following:

#### “2.2 ANZ may assess each ANZ Service

Unless specifically agreed otherwise in writing, ANZ shall not be obliged to provide any ANZ Service to Correspondent and the provision of any ANZ Service to Correspondent shall not oblige ANZ to provide any other ANZ Service to Correspondent. The providing of any ANZ Service to Correspondent is subject to the fulfilment of any requirements prescribed by ANZ in respect of the availment of such ANZ Service by the Correspondent.”

### 1.3 Refusal to act on Instruction

Clause 2.5 of the Terms and Conditions is deemed to be deleted, and is deemed to be replaced with the following:

#### “2.5 Refusal to act on Instruction

Notwithstanding any other provision of these Terms and Conditions, ANZ may delay, decline or refuse to act (or, where relevant, may decline or refuse to continue to act (which, without limitation, may include declining or refusing to make a Payment)) on an Instruction (other than to seek clarification of it from Correspondent to the extent relevant) if:

- (a) on reasonable grounds, ANZ considers that an Instruction is unclear, contains incorrect, inaccurate or deficient information or contains insufficient information to enable ANZ to act on the Instruction;
- (b) the Instruction is not sent via SWIFT Message;
- (c) there are insufficient Cleared Funds in the Account to enable the corresponding Payment to be made;
- (d) the Instruction appears to be in breach of the Rules, the Law, or any Sanction or requirement of any competent Authority or may adversely affect ANZ’s business reputation;

- (e) event referred to in clause 16.3 has occurred or, in the case of an Insolvency Event, is reasonably suspected to have occurred;
- (f) there is and continues to be an occurrence of Force Majeure; or
- (g) the Instruction cannot be executed due to any technical reasons because of which the National Electronic Funds Transfer or the Real Time Gross Settlement systems or any other electronic mode of payment permitted by the RBI are not available.

In the event that ANZ delays acting, or declines or refuses to act, on an Instruction, ANZ will, to the extent permitted by Law, promptly inform Correspondent by SWIFT Message."

#### 1.4 Disclosure

The Correspondent agrees and acknowledges that ANZ is authorised to disclose any information regarding the Correspondent (including, without limitation, relating to any of its transactions, its financial condition, the Account(s), the ANZ Services, the Beneficiary, and the Originator Information):

- (a) to any of the following persons:
  - (i) any affiliate of the Correspondent;
  - (ii) any actual or proposed assignee of ANZ;
  - (iii) any office, branch, affiliate, subsidiary, employee or agent of ANZ;
  - (iv) any auditors or professional advisers of ANZ or any ANZ Group Member under a duty of confidentiality to ANZ or any ANZ Group Member;
  - (v) any third party system provider of ANZ or any ANZ Group Member;
  - (vi) any relevant Authority;
  - (vii) any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
  - (viii) any person when otherwise required to do so in accordance with the Laws of any applicable jurisdiction; and
  - (ix) the Credit Information Bureau (India) Limited and any other agency authorised by the RBI in this regard ("**Agency**"). The Correspondent agrees that any Agency may use and process the Correspondent's information as it deems fit and may provide such processed information to any financial institutions and/or any other persons as may be specified by the RBI.

The Correspondent also agrees and acknowledges that any ANZ Group Member may transfer any of the above information to any party referred to above to whom it is authorised to disclose the same notwithstanding that such party's principal place of business is outside of the Correspondent's country of establishment/ incorporation or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of the Correspondent's country of establishment/ incorporation.

- (b) that is in the public domain; and/or
- (c) for any purpose pursuant to, or in accordance with, applicable Law, or for any purpose permitted under applicable Law.

#### 1.5 Interest

No interest is payable on the Account(s).

#### 1.6 Conversion Risk

Unless otherwise agreed, the Correspondent understands and agrees that the nature of the ANZ Services contemplates exchange and other risks associated with transactions related to foreign currency. The Correspondent understands and acknowledges that ANZ will not be responsible for any losses or damages or any other claims incurred or suffered by the Correspondent in relation to such risks.

#### 1.7 Compliance with Law

To enable ANZ to comply to applicable Law, the Correspondent agrees to:

- (a) have adequate "know-your-customer" policies and procedures in compliance with requirements prescribed under applicable Law; and
- (b) provide promptly on request, all information regarding the Correspondent and the Beneficiary, to the extent required by ANZ to enable it to comply with "know-your-customer" norms or applicable Law.