

ANZ Interim Accounts

TERMS AND CONDITIONS | 11.10



About this booklet

You must read this booklet along with the 'ANZ Interim Account Fees and Charges' booklet. Together they form your terms and conditions for the products and services listed to the right.

If you require a copy of the ANZ Interim Account Fees and Charges booklet, please visit ANZ's website at www.anz.com or call 1800 622 015 (between 8am and 5pm Western Standard Time).

How to use this booklet

To the right you will see the list of products and services that the terms and conditions in this booklet cover and over the page are detailed contents, including page references.

This booklet outlines areas such as using ANZ Interim Accounts, specific account terms and conditions and how to contact us (at the back of this booklet).

General enquiries

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please contact your local ANZ Agribusiness Manager or call us on 1800 622 015 (between 8am and 5pm Western Standard Time).

This booklet contains terms and conditions for the following products and services:

- ANZ Interim Cheque Account
- ANZ Interim Flat Fee Account
- ANZ Interim Lifestyle Account
- ANZ Interim Community Account
- ANZ Interim Call Investment Account
- ANZ Interim Online *Plus* Account
- ANZ Interim Term Investment Account
- Direct Debits
- Periodic Payments

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Introduction

In these terms and conditions, 'we', 'us', 'our' and 'ANZ' refer to Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and 'Landmark' refers to Landmark Operations Limited ABN 73 008 743 217.

Redemption of Unsecured Deposit Notes

Each ANZ Interim Account is a new ANZ bank account established in connection with the redemption of the Unsecured Deposit Notes which you held with Landmark immediately prior to 1 March 2010. On 1 March 2010, Landmark redeemed your Unsecured Deposit Notes, and paid the proceeds from the redemption into the ANZ Interim Account (or accounts) established for you, in accordance with the Trust Deed. This was done to give effect to the agreement between ANZ and Landmark (entered into in December 2009) for ANZ to acquire the Landmark deposits (represented by the Unsecured Deposit Notes) together with its acquisition of Landmark's loan book.

The table below shows for each Unsecured Deposit Notes Account what kind of new ANZ Interim Account has been established for investors.

Unsecured Deposit Notes Account

Landmark Cheque Account*

Landmark Flat Fee Account

Landmark Lifestyle Account

Landmark Community Account

Landmark Call Investment Account

Landmark Online *Plus* Account

Landmark Term Investment Account

New ANZ bank account

ANZ Interim Cheque Account*

ANZ Interim Flat Fee Account

ANZ Interim Lifestyle Account

ANZ Interim Community Account

ANZ Interim Call Investment Account

ANZ Interim Online *Plus* Account

ANZ Interim Term Investment Account

*Prior to 1 March 2010, loan facilities may have been linked to a Landmark Cheque Account (such as Seasonal Loans, Overdrafts and Lines of Credit). These facilities were established under the RURAL Program (being the program established between the Lender and AWB Services Limited under which the Lender has agreed to act as the lender for various facilities). The Lender is Permanent Custodians Limited (ACN 001 426 384) as trustee under the Master Trust Deed establishing the RURAL Program. Those facilities were previously serviced and originated by Landmark. As and from 1 March 2010, ANZ will act as the servicer of these facilities instead of Landmark.

Read your product terms and conditions

You should read all relevant terms and conditions you have received and ask us about any issues that concern you. If you have any questions or need more information about any ANZ account, contact your local ANZ Agribusiness Manager or call us on 1800 622 015 (between 8am and 5pm Western Standard Time).

Applying these terms and conditions

These terms and conditions apply from 1 March 2010.

Other terms and conditions, including those implied by law, also apply. To the extent permitted by law, these terms and conditions shall prevail in the event of any inconsistency.

If the law implies terms and conditions which cannot be excluded, ANZ's liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

Code of Banking Practice

If you are an individual or a Small Business, ANZ is bound by the Code of Banking Practice when it provides its products and services to you and the relevant provisions of the Code of Banking Practice apply to your ANZ Interim Account.

1. General

1.1 Key features of the new ANZ Interim Accounts

The table below sets out the key features of the new ANZ Interim Accounts. For more information about the features of the accounts, please refer to section 5 below.

ANZ Interim Account	Transaction fee structure	Account type		Funds at call	Internet & phone access	Periodic Payments
ANZ Interim Cheque Account*	Pay as you use	Access your account by card, cheque and online		✓	✓	✓
ANZ Interim Flat Fee Account	Flat monthly transaction fee	Access your account by card, cheque and online		✓	✓	✓
ANZ Interim Lifestyle Account	Minimal transaction fee	Access your account by card, cheque and online		✓	✓	✓
ANZ Interim Community Account	Minimal transaction fee	Access your account by card, cheque and online		✓	✓	✓
ANZ Interim Call Investment Account	Pay as you use	Access your account by card and online		✓	✓	✓
ANZ Interim Online <i>Plus</i> Account	No online transaction fee	Access your account online		✓	✓	✓
ANZ Interim Term Investment Account*	No transaction fee if funds held to term	Medium to long term investment objective		X	✓ view only	X

* The Unsecured Deposit Notes Accounts to which these accounts correspond had minimum opening balances, which could be waived by Landmark in specific instances.

Direct Debit	ATM & EFTPOS access	Debit Card via VISA network	Cheque Book Facility		Statement cycle	Interest paid	Interest calculated daily	For more details
✓	✓	✓	✓		monthly	monthly	✓	page 42
✓	✓	✓	✓		monthly	monthly	✓	page 43
✓	✓	✓	✓		monthly	monthly	✓	page 44
✓	✓	✓	✓		monthly	monthly	✓	page 45
✓	✓	✓	X		monthly	monthly	✓	page 46
✓	X	X	X		quarterly	monthly	✓	page 47
X	X	X	X		At month end, if there have been any transactions on the account	Monthly, quarterly or at maturity depending on individual account	✓	page 48

1.2 Continuation of existing operational arrangements

In order to facilitate the transition from Unsecured Deposit Notes issued by Landmark to ANZ products, we have kept in place for the ANZ Interim Accounts many of the operational arrangements which applied in relation to the Unsecured Deposit Note Accounts. For example, under the arrangements applying to the ANZ Interim Accounts, cash and cheques may be deposited at Westpac branches, customers will quote Westpac details to establish Direct Credits and Direct Debits (for accounts where these facilities are available), and customers may obtain bank cheques from Westpac, for which their ANZ Interim Accounts will be debited. Similarly, loan facilities under the RURAL Program that were linked to a Landmark Cheque Account (such as Seasonal Loans, Overdrafts and Lines of Credit) will continue to have transactional capability via the use of the ANZ Interim Cheque Account.

These arrangements are temporary only. We intend that over the next few months, these transitional arrangements supporting the ANZ Interim Accounts may be brought into line with the arrangements that apply in relation to the standard ANZ products and, over that period, ANZ Interim Account account holders will be transitioned to suitable standard ANZ products. In time, the ANZ Interim Accounts will be closed.

If we make any changes to these terms and conditions, we will let you know (as discussed in the following section 1.4).

1.3 Opening new accounts

As we intend that ANZ Interim Account account holders may be transitioned to suitable standard ANZ products over the next few months, unless we determine otherwise it will not be possible for account holders or other persons to open new ANZ Interim Accounts (other than the accounts established on 1 March 2010 corresponding to the Unsecured Deposit Note Accounts which you previously held). You will, however, be able to switch from your ANZ Interim Account to a suitable standard ANZ account, or to open a standard ANZ account in addition to your ANZ Interim Account (subject to our normal approval processes). We may contact you about switching to a standard ANZ account, or, if you are interested in discussing what options are available, our procedures for opening standard ANZ accounts or any related matters, please contact your local ANZ Agribusiness Manager or call us on 1800 622 015 (between 8am and 5pm Western Standard Time).

Notwithstanding the comments above, ANZ Interim Term Investment Accounts may be rolled over (subject to our approval) in accordance with these terms and conditions.

1.4 Changes to terms and conditions

ANZ may amend these terms and conditions in the manner set out in the table below. You agree that we can notify you about certain changes by putting an advertisement in major daily or national newspapers.

Type of change	Minimum notice*	Method of notice
Introduce a new fee	30 days	In writing
Increase an existing fee or charge	30 days	In writing or in major newspaper
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the interest rate	Day of the change	In writing or in major newspaper
Change any other term or condition, or the name of interest rates, accounts or publications	Day of the change	In writing or in major newspaper

1.5 ANZ's right to close ANZ Interim Accounts

We may at any time (at our discretion) close any of the ANZ Interim Accounts by paying to the relevant account holders the funds held in their accounts together with any accrued but unpaid interest to the date of the account closure. Where an ANZ Interim Term Investment Account is closed during an investment term, we will have no obligation to pay interest for the period between the closure of the account and the end of that term.

See further section 3.4.

1.6 Existing instructions, authorities, acknowledgements and representations

ANZ is permitted and authorised to act (including to deduct any amount from an ANZ Interim Account) in respect of any current Payment Instruction issued by you or on your behalf prior to 1 March 2010 under a Payment Facility.

ANZ is also permitted and authorised to act and rely on any other instructions, authorities, acknowledgements or representations given by you or on your behalf prior to 1 March 2010 in relation to Unsecured Deposit Notes which you held, as if those instructions, authorities, acknowledgements or representations related to your ANZ Interim Account.

1.7 Provision of Debit Card and cheque book facilities

The Debit Card and cheque book facilities referred to in these terms and conditions are provided under an arrangement between ANZ, Landmark and Indue.

ANZ reserves the right to change the provider of these facilities to any alternative provider.

If the arrangements with Landmark and Indue were to cease, and we were unable to ourselves provide or arrange for a third party to provide alternative facilities, we would be unable to offer the facilities. If this occurred, holders of the relevant ANZ Interim Accounts would continue to be entitled to withdraw their funds in at-call accounts at their election in the other ways referred to in section 5 below.

1.8 Identification

Under Federal Government law, we must verify the identity of all account holders, and anyone authorised to act for them, subject to certain exceptions. If we require any documents or other information from you (or anyone authorised to act for you) to ensure that we meet our obligations, we will contact you and let you know.

1.9 Important information about your Tax File Number

If you want us to have your Tax File Number ('TFN'), you must provide it to us, even if you have already provided it to Landmark. It is not compulsory to provide your TFN. However, if you choose not to provide it to us, under federal law we must deduct withholding tax from the interest earned on your ANZ

* If a longer notice period is specified elsewhere in these terms and conditions in respect of a particular provision, that longer notice period will apply (unless amended by ANZ in accordance with this section 1.4).

Interim Account, unless you are in an exempt withholding tax category. Withholding tax is calculated at the highest marginal tax rate plus the Medicare Levy.

If you wish to provide us with your TFN, please complete the form headed 'ANZ Interim Account – Tax File Number Notification' which has been sent to you separately, or which you may obtain from ANZ's website at www.anz.com. Please return the completed form to us as directed on the form.

If you are in an exempt withholding tax category, please notify us on the form.

In accordance with the Privacy Act, we will keep your TFN (if provided to us) confidential. We can keep a record of your TFN for all your accounts.

1.10 Forms

Forms in relation to the ANZ Interim Accounts (some of which are referred to in these terms and conditions) are available from ANZ's website at www.anz.com. Please use these forms in relation to your ANZ Interim Account rather than any forms which relate to your previous Unsecured Deposit Notes Account. ANZ reserves the right not to accept or process forms which relate to your Unsecured Deposit Notes Account.

1.11 Joint accounts

If your account is held jointly with at least one other person, the following will apply.

- We can send notices, statements or other documents, including changes to these terms and conditions, to any one of the joint account holders at their address shown in our records.
- If we do this, you will be deemed to have received the notice, statement or other document the day after we send it.
- If we give these terms and conditions to any one of the joint account holders, they will be considered to have been received by all joint account holders.
- If a joint account holder dies, we will treat the account as being owned by the remaining joint account holder or holders.

1.12 Lawful purpose

You must not use the account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

2. Using an ANZ Interim Account

2.1 Authority to use an account

When you opened your Unsecured Deposit Notes Account, you specified who was authorised to use that account, and you may have notified Landmark of updates to those persons or their details from time to time. We will treat those persons (as updated to Landmark) as authorised to use your ANZ Interim Account, unless you tell us in writing that you want to change them or their details. Except where expressly provided, we can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings relating to your ANZ Interim Account.

2.2 Deposits

2.2.1 Deposits – general

The table in section 1.1 above ('Key features of new ANZ Interim Accounts') summarises for each ANZ Interim Account the way in which deposits to the account can be made. Please refer to section 5 below for more detailed information on the features of the accounts.

For most (but not all) accounts, deposits can be made in the following ways:

- over the counter;
- by mail (non-cash payments only);
- by EFT;
- by Direct Credit; or
- in any other way we agree with you.

2.2.2 Over the counter deposits

Cash or cheques may be deposited at Westpac branches (other bank branches may also accept cash or cheques) using your personalised deposit slips.

2.2.3 Deposits by mail

You can post your cheques together with a completed deposit slip to:

Australia and New Zealand Banking Group Limited
Level 8, 8 Bennett Street
East Perth WA 6004

2.2.4 Cheques

See section 2.4 below for general information on the use of cheques.

2.2.5 Deposit cheques dishonours

Any cheque deposited to your ANZ Interim Account may be dishonoured by the financial institution upon which the cheque was drawn.

Section 2.4.1 below sets out some situations in which a cheque might be dishonoured.

If your cheque is dishonoured, we will take the amount of the cheque from your ANZ Interim Account. In addition, dishonour fees will be payable (see the ANZ Interim Account Fees and Charges booklet) and the financial institution upon which the cheque is drawn may also charge a dishonour fee.

2.2.6 Cheque clearance

You should allow 5 working days for a cheque to clear. However, you will often be able to draw on the funds after 3 working days.

2.2.7 EFT

EFT is the electronic transfer of funds from an account held at another financial institution.

2.2.8 Direct Credit

Direct Credits are a facility whereby you authorise ANZ to credit your nominated account on a regular basis. For example, you may be entitled to dividends or rental payments and wish to have these directly credited to your nominated account. When you request the Direct Credit to be established, you need to quote the following:

Westpac Banking Corporation
Cnr Market and Clarence Streets
SYDNEY NSW 2000

Account Name: (Account name as per your statement)
BSB: 032-856
Account No: (As per your statement)

If a Direct Credit was operating in respect of your Unsecured Deposit Notes immediately prior to 1 March 2010, the Direct Credit will continue to operate in respect of your new ANZ Interim Account (corresponding to your Unsecured Deposit Notes Account), unless you notify the other party that you wish to cancel or vary the facility.

2.2.9 Rollovers of term investments

Please refer to sections 2.6 and 5.3.1 below for our policy in relation to rolling over funds held in ANZ Interim Term Investment Accounts.

2.3 Withdrawals

2.3.1 Withdrawals – general

The table in section 1.1 above ('Key features of new ANZ Interim Accounts') summarises for each ANZ Interim Account the way in which withdrawals from the account can be made. Please refer to section 5 below for more detailed information on the features of the accounts.

For most (but not all) accounts, withdrawals can be made in the following ways:

- cheque;
- Debit Card;
- Direct Debit;
- Periodic Payment;
- Transfer in writing / by phone;
- Finance Online *Plus*; or
- in any other way we agree with you.

2.3.2 Cheque Book Facility

The Cheque Book Facility is provided by the Cheque Book Facility Provider.

Each cheque then constitutes, upon its presentation to the Cheque Book Facility Provider, an authority from you to withdraw funds from your applicable Lending Account or ANZ Interim Account (excluding Term Investment, Call Investment and Online *Plus* accounts), equal to the amount of the presented cheque. You must ensure that there are sufficient

available funds in your account to meet each presented cheque.

If you have a cheque book which you used in relation to your Unsecured Deposit Notes, you may continue to use that cheque book in relation to your ANZ Interim Account.

Each cheque constitutes:

- your acceptance of the terms and conditions relating to the Cheque Book Facility in this document; and
- your request for a withdrawal to be made from your account sufficient to meet the cheque.

The 'not negotiable' crossing will be printed on cheques in your cheque book.

We have no liability to the holder of a cheque.

Your liability to us, on payment by the Cheque Book Facility Provider of a cheque, will be satisfied from the proceeds of a withdrawal from your account.

If a cheque book has been provided to you, you agree to be bound by the following conditions of use for the Cheque Book Facility.

You agree:

- to reimburse us, or the Cheque Book Facility Provider, for any duties and other taxes in relation to the operation of the Cheque Book Facility and we are authorised to withdraw funds from your account in meeting these duties and taxes;
- that we may charge you a fee as notified to you for the use of the Cheque Book Facility and we are authorised to withdraw funds from your account in meeting such fees;
- that withdrawals from your account through the Cheque Book Facility can only be made where cheques deposited have been cleared;
- that any request to stop payment on a cheque must be made to us prior to payment of that cheque;
- that no cheque should be written for an amount that would result in your account balance not being in credit or, if you have a Lending Account, you exceeding an applicable approved finance facility limit;

- that we are under no obligation to honour cheques drawn in excess of cleared funds in your account or in excess of the approved finance facility limit;
- to notify us immediately of any loss or theft of a cheque book or cheque in accordance with section 2.4.2 below;
- to pay us any fees in relation to the dishonour of any cheque;
- not to alter the cheque provided to you and to only complete and sign it in the spaces, and in the manner, provided on the cheque; and
- that the terms 'you' and 'your' include authorised agents and signatories and persons claiming through you except that a person claiming through you cannot validly sign cheques unless such a person is an authorised agent or authorised signatory.

We are entitled to terminate your Cheque Book Facility at any time by notice in writing to you. Upon termination of the Cheque Book Facility we are not obliged to honour any further cheques you write and any unused cheques must be returned to:

Australia and New Zealand Banking Group Limited
Level 8, 8 Bennett Street
East Perth WA 6004

See section 2.4 below for some general information on the use of cheques.

2.3.3 Cheque withdrawal dishonours

Your cheque withdrawal from your account may (at our discretion) be dishonoured by us in certain circumstances.

Section 2.4.1 below sets out some situations in which a cheque might be dishonoured.

Should this occur, dishonour fees are payable (see section 4 below) and the financial institution of the person that you provided the cheque to may also charge a fee.

2.3.4 Direct Debit

Direct Debits are a facility whereby you authorise another party to debit your nominated ANZ Interim Account on a regular basis. The amount debited may be fixed or may vary depending upon your obligations to the other party (such as amounts owing to a utility

supplier). This debit is automatically applied to your nominated account as a withdrawal. However you must ensure that there are sufficient available funds in your account to meet each withdrawal on the due date. When you request the Direct Debit to be established, you need to quote the following:

Westpac Banking Corporation
Cnr Market and Clarence Streets
Sydney NSW 2000

Account Name: (Account name as per your statement)
BSB: 032-856

Account No: (As per your statement)

If a Direct Debit was operating in respect of your Unsecured Deposit Notes immediately prior to 1 March 2010, the Direct Debit (with the same approved credit limit) will continue to operate in respect of your new ANZ Interim Account (corresponding to your Unsecured Deposit Notes Account), unless you notify us or the other party that you wish to cancel or vary the facility.

If you ask us to cancel or vary a Direct Debit arrangement, we will process your instruction promptly. You can tell us to:

- arrange for a Direct Debit to be stopped if you notify us before the payment is due to be made;
- change a Direct Debit (you must contact us at least two Business Days before the payment is due to be made); or
- cancel a Direct Debit facility at any time,

by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time), contacting your local ANZ Agribusiness Manager or by forwarding written instructions to:

Australia and New Zealand Banking Group Limited
Level 8, 8 Bennett Street
East Perth WA 6004

If you ask us by phone, we may ask you to also send us written confirmation of your instructions.

We may cancel or vary the terms of the Direct Debit facility at our discretion upon providing you with at least 14 days notice before the cancellation or variation takes effect.

2.3.5 Debit Card

The Debit Card is provided by the Card Provider.

The Debit Card allows customers to withdraw funds from their applicable Lending Account or ANZ Interim Account (excluding Term Investment and Online *Plus* accounts).

If you have a Debit Card which you used in relation to your Unsecured Deposit Notes, you may continue to use that Debit Card in relation to your ANZ Interim Account. If you did not use a Debit Card in relation to your Unsecured Deposit Notes, you may at any time contact ANZ and request a new Debit Card (other than for Term Investment and Online *Plus* accounts).

The Debit Card can be used to withdraw cash (but not at all ATM terminals), pay for goods or services (but not at all EFTPOS terminals), or perform transactions using the VISA network.

Transactions are processed through the Card Provider's operating system (which includes the VISA network), delivered to us and processed to your account.

If you obtain a Debit Card (or already have one), the VISA Conditions of Use will apply to you. See section 6 below for further detail.

What happens if your Debit Card is lost or stolen?

If your Debit Card or PIN is lost or stolen, or if someone else has found out your PIN, you must tell us or the Card Provider immediately.

The VISA Conditions of Use set out the procedure for reporting lost or stolen Debit Cards or records of your PIN, and contains emergency phone numbers. The document also sets out, among other things, the steps you should take to minimise your liability.

If you are provided with a replacement Debit Card for a lost or stolen card, the VISA Conditions of Use will also apply to your replacement card.

Cancellation of a Debit Card

A card holder may cancel their Debit Card or their nominee's Debit Card at any time by notifying us in writing. We will arrange with the Card Provider for the card to be cancelled.

The Card Provider can cancel your Debit Card at any time if requested to by us. See the VISA Conditions of Use for further detail.

Once your card has been cancelled, you must not use it or allow your nominee to use their card. You must return your card (and your nominee's card) to us.

The VISA Conditions of Use contain further terms and conditions regarding the cancellation of Debit Cards, including terms and conditions about your liability where a card linked to your account has been used after it has been cancelled, or before the 'valid from' date or after the 'until end' date shown on the face of the card.

2.3.6 Periodic Payment

Periodic Payments are a facility through which payments such as mortgage or lease payments, which are for fixed amounts and payable at regular intervals, can be deducted automatically from your ANZ Interim Account and credited to your nominated account.

How does it work?

You complete a 'Periodic Payment Authority' form (available from ANZ's website at www.anz.com), nominating your payment amount, and the date you would like payments to commence. On the date you nominate, we withdraw the requested amount from your account and transfer it to your nominated account electronically or by cheque. There is no minimum payment amount and you can vary your nominated regular payment at any time.

If a Periodic Payment facility was operating in respect of your Unsecured Deposit Notes immediately prior to 1 March 2010, the facility will continue to operate in respect of your new ANZ Interim Account (corresponding to your Unsecured Deposit Notes Account), unless you notify us (see details below) that you wish to cancel or vary the facility.

If the balance in your account is insufficient to cover a payment, we may not process that payment.

Cancellation/variation

If you ask us to cancel or vary a Periodic Payment arrangement, we will process your instruction promptly. You can tell us to:

- arrange for a Periodic Payment to be stopped if you notify us before the payment is due to be made;

- change a Periodic Payment (you must contact us at least two Business Days before the payment is due to be made); or

- cancel a Periodic Payment facility at any time, by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time), contacting your local ANZ Agribusiness Manager or by forwarding written instructions to:

Australia and New Zealand Banking Group Limited
Level 8, 8 Bennett Street
East Perth WA 6004

If you ask us by phone, we may ask you to also send us written confirmation of your instructions.

We may cancel or vary the terms of the Periodic Payment facility at our discretion upon providing you with at least 14 days' notice before the cancellation or variation takes effect.

2.3.7 Transfers – in writing

You can complete and send to ANZ the appropriate withdrawal form and choose to have your transfer made from your nominated account by either:

- ANZ cheque – made payable to you or a third party; or
- EFT – to the financial institution account nominated by you.

2.3.8 Transfers – by phone

Transfers can be made over the phone from your ANZ Interim Account to your nominated account. In order to do this, you must have first completed the 'Verbal Withdrawals Authority' form (available from ANZ's website at www.anz.com) and we must approve your application.

If you submitted a Verbal Withdrawals Authority Form in respect of your Unsecured Deposit Notes, and that authority remained in place immediately prior to 1 March 2010, it will continue to apply in respect of your new ANZ Interim Account (corresponding to your Unsecured Deposit Notes Account), unless you notify us that you wish to cancel or vary it.

By using the phone transfers facility, you agree to be bound by the following conditions:

- we may accept your telephone instructions to transfer funds by withdrawal from your nominated

account if your Verbal Withdrawal Authority Form is approved;

- we will not be responsible for any delays in payment or error due to factors outside our reasonable control including, but not limited to, delays or errors in the banking system or errors in the account details supplied;
- we reserve the right at any time to terminate the verbal withdrawal facility and instead pay by cheque or in any other manner which we may determine from time to time;
- you agree to repay us on demand any payments credited to you or your nominated payee in error and we reserve the right to set off the amount of any payment made in error, against any debt or liability owing by us to you; and
- you cannot withdraw more than the available funds in your account or, if you have an applicable Lending Account, the approved finance facility limit.

2.3.9 Finance Online Plus

Finance Online *Plus* is a secure internet based computer system which allows registered users to view their ANZ Interim Account and conduct transactions online or by telephone, including paying bills and transferring funds. Finance Online *Plus* will cease to operate for each ANZ Interim Account that is closed.

If you have used Finance Online *Plus* in connection with your Unsecured Deposit Notes, you may continue using it in relation to your ANZ Interim Account (ie, you will not need to register again, and you can continue to use the same details to access it). You may continue to access Finance Online *Plus* by going to www.landmark.com.au.

If you wish to register for the first time, please also go to www.landmark.com.au.

Subject to our approval, you will be authorised to transfer funds internally (to another account with us) or externally (to an account with another financial institution) over the internet or by phone.

If you use Finance Online *Plus*, the Finance Online *Plus* Conditions of Use will apply to you. See section 7 below for further detail.

2.3.10 BPAY®

BPAY is an electronic bill payment service available through Finance Online *Plus*. You can make withdrawals from any of your transaction or savings ANZ Interim Accounts that has Direct Debit ability with Finance Online *Plus*.

BPAY gives you the option of paying your bills at any time, day or night, on any day of the year, saving you time and reducing the hassle of paying bills.

2.3.11 Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when personal cheques will not be accepted. Bank cheques are usually asked for because there is less chance of them not being honoured. However, bank cheques should not be considered to be an equivalent to cash.

Upon a written request from you, we can arrange for a bank cheque issued by Westpac to be collected at a Westpac branch of your choice. We will debit your ANZ Interim Account for the amount of the bank cheque plus the bank cheque fee. Bank cheques are issued at the discretion of ANZ and Westpac.

2.3.12 Telegraphic transfers

Upon written request from you, we are able to arrange for telegraphic transfers of funds locally and overseas. We will debit your ANZ Interim Account for the amount of the transfer plus the applicable fee.

2.3.13 Processing cut-off times

Any BPAY payment or transfer made in writing, by phone or via Finance Online *Plus* requested by you before 3.00pm (Sydney Time) on any Business Day is normally processed that day. However, if it is received after 3.00pm (Sydney Time) it will normally be processed on the following Business Day.

2.3.14 Rollovers of term investments

Please refer to sections 2.6 and 5.3.1 below for our policy in relation to rolling over funds held in ANZ Interim Term Investment Accounts.

2.4 Use of cheques – general

This section 2.4 sets out a number of general matters relating to the use of cheques. Please refer to sections 2.2 and 2.3 above for other relevant provisions.

2.4.1 When might a cheque be dishonoured?

A cheque might be dishonoured in situations including the following:

- there is not enough money in the payer's account;
- the cheque has not been signed;
- the cheque is more than 15 months old;
- the cheque has a future date on it;
- the cheque has been altered in a material way and the alteration has not been signed;
- law prevents the cheque from being paid;
- the cheque has been stopped; or
- the payer's bank has been notified that the account holder is unable to manage their own affairs, is bankrupt or has died.

2.4.2 What if a cheque or my cheque book is lost or stolen?

You should keep your cheques and cheque book safe at all times.

If a cheque is lost or stolen, you must do the following.

- If a cheque made payable to you is lost or stolen, you must tell the person who wrote the cheque, so that they can stop the cheque.
- If a cheque you have written is lost or stolen, you must ask us to stop the cheque (see section 2.4.3 below) and you must tell the person to whom the cheque is payable.
- If your cheque book is lost or stolen, tell us to put a stop on the cheques in that cheque book. If you then find the cheques, you cannot use them until you have given us written authorisation. If you don't tell us, as soon as possible, that your cheque book has been lost or stolen, you may be liable for transactions incurred by you before you notify us, even if they are made without your authority.

You can contact us for the purposes of this section 2.4.2 by calling 1800 622 015 (between 8am and 5pm Western Standard Time).

2.4.3 Stopping a cheque

You can stop a cheque that you have written by completing a 'Cheque Stop Payment Authority' form (available from ANZ's website at www.anz.com) and sending it to us at the address or fax number marked on the form. Alternatively, you can stop the cheque via Finance Online *Plus* or by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time) and telling us:

- the amount of the cheque;
- the cheque number and date on it; and
- who the cheque is made payable to.

2.4.4 Markings on cheques

'Crossed' cheques

A cheque with two parallel lines across it is a 'crossed cheque'. A crossed cheque must be paid into an account with a bank or other financial institution. It cannot be cashed.

'Not negotiable' cheques

If the words 'Not negotiable' are written between the two parallel lines on a crossed cheque, this protects the true owner of a cheque that is lost or stolen by making sure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

For example, if your cheque has been stolen and the thief passes it on to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found). This is because the thief had no right to the cheque and so passed no rights to it on to the innocent person.

'Account payee only'

If you write these words on a cheque, you are directing the bank collecting the cheque to pay the cheque into the account of the person named on the cheque only.

'or bearer' and 'or order'

If the words 'or bearer' are on a cheque, a bank may pay the cheque to anyone who has it, not only the

person it is made payable to. If you delete these words, the cheque becomes an 'or order' cheque.

With an 'or order' cheque, if the payee wants to transfer it to another person, they must first sign the back of the cheque.

2.4.5 Tips for cheque security

- Don't leave gaps between words.
- When writing out the amount in words, start as close as possible to the left-hand side and write 'only' at the end of the amount.
- When writing out the amount in figures, start as close as possible to the dollar sign.
- Never write out a cheque in pencil, or in ink that can be erased (rubbed out).
- Do not sign a cheque until it is all filled out.
- Always write the amount in words as well as figures.
- Check your bank statements regularly to make sure the amounts taken from your account agree with the amounts shown on the cheque book stubs.

2.5 Interest rates and variations to standard terms

The ANZ Interim Accounts will bear interest at the rates specified from time to time by ANZ. Interest rates are determined from time to time based on prevailing market conditions, terms and the amount being invested.

We reserve the right to vary the interest rates and terms applying to the ANZ Interim Accounts at any time for particular groups and persons. Unless we notify you otherwise, any such arrangements which were agreed prior to 1 March 2010 in relation to the Unsecured Deposit Note Accounts of such groups or persons, will continue in relation to the corresponding ANZ Interim Accounts in the same way (to the extent applicable, and as amended from time to time).

Current interest rates and terms of the ANZ Interim Accounts are available on ANZ's website at www.anz.com. You can also ascertain the current interest rates or obtain a copy of the terms by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time) or contacting your local ANZ Agribusiness Manager.

We recommend that you confirm the current interest rates prior to increasing the amount held in any account.

2.6 Working out the interest we pay / rollovers

We will calculate the interest earned on your total account balance at the end of each day for each ANZ Interim Account. We will pay the interest earned to you in accordance with the interest payment terms of the account and at maturity or on closure of the account.

Interest on ANZ Interim Term Investment Accounts can be:

- automatically reinvested in your Term Investment Account; or
- credited into another ANZ Interim Account.

If you have already notified Landmark of your choice in respect of the interest in relation to an Unsecured Deposit Notes Account held by you immediately prior to 1 March 2010, those instructions will to the extent applicable continue to apply in respect of your new ANZ Interim Account (corresponding to your Unsecured Deposit Notes Account). Such instructions in respect of the Unsecured Deposit Notes may have been provided as part of your application for the Unsecured Deposit Notes.

If no choice is made in respect of an ANZ Interim Term Investment Account, your interest will (unless ANZ determines otherwise) be automatically reinvested in your ANZ Interim Term Investment Account.

Please refer to section 5.3.1 below for further details in relation to rolling over funds held in ANZ Interim Term Investment Accounts.

2.7 Statements

The table in section 1.1 above ('Key features of new ANZ Interim Accounts') summarises for each ANZ Interim Account how often statements for the account will be issued. Please refer to section 5 below for more detailed information on the features of the accounts.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed withdrawals or payments shown on your statement, contact us as soon as possible. Details of our dispute resolution procedures are set out in section 2.14 below.

2.8 Liability for operations on account

You are responsible to us for all liability that arises as a result of operations on your ANZ Interim Account. If you have a joint account, each joint account holder is jointly and severally responsible to us for any liability.

2.9 Confidentiality

We owe you a duty to keep information about you confidential, except in certain situations, such as where disclosure is:

- compelled by law (eg, a disclosure to a court which is required by a subpoena);
- necessary to protect our interests; or
- made with your consent,

or where we have a duty to the public to disclose. Consent can be express (eg, in an application form signed by you or in terms and conditions agreed by you) or implied (eg, if you are given an opportunity to say no and you don't do so or if you give us a payment instruction which involves a payment to another organisation).

2.10 Privacy – individuals

This section 2.10 applies if you are an individual.

When you have an account with us we collect and use some information about you. Below we explain when and how we may collect and use your information.

References to 'ANZ Group' in this section 2.10 and in section 2.11 below means ANZ, and its related bodies corporate.

Collection of information

We may collect your information:

- to provide information about products or services;
- to consider your request for a product or service;
- to provide a product or service;

- to tell you about other products or services;
- to help us work with other organisations (such as loyalty partners) to promote and provide products or services;
- to manage accounts and carry out general administration for the ANZ Group (for example, risk management, development of systems, systems testing, market and customer satisfaction research, staff training, credit scoring and collecting debts);
- to prevent or investigate any fraud or crime (or suspected fraud or crime); and
- as required by relevant laws, regulations, codes of practice and payment systems.

Absence of relevant information

If you do not provide some or all of the information you are asked for, we may not be able to provide you with a product or service.

Providing your information to others

We may provide your information to:

- Landmark;
- the Card Provider;
- Westpac;
- another member of the ANZ Group;
- any organisation providing a service to the ANZ Group (for example, mailing houses or debt collection agencies);
- unless you ask us not to, an alliance partner for the purpose of promoting or using its products or services (and any of its outsourced service providers);
- regulatory bodies, government agencies, law enforcement bodies and courts;
- others who ANZ Group is authorised to give information to, or must give information to by law;
- organisations involved in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- insurers and reinsurers;
- any person who introduces you to ANZ;

- your referee(s);
- your employer; and
- your representative (for example your lawyer, mortgage broker, attorney or executor), anyone acting for you, or anyone who has dealings with us in connection with your account.

Unless you tell us otherwise, we may use your personal information to promote our products or services or those of other ANZ Group members or alliance partners, and we may disclose your personal information to other ANZ Group members or alliance partners to enable them to market the products or services. If you do not want us, other ANZ Group Members or our alliance partners to tell you about products or services, call us on 1800 622 015 (between 8am and 5pm Western Standard Time) to withdraw your consent.

Getting access to the personal information held by us

Subject to the provisions of the Privacy Act, you may get access to your personal information at any time by asking us to provide the access. You can speak to your local ANZ Agribusiness Manager or call us on 1800 622 015 (between 8am and 5pm Western Standard Time) for this purpose. We may charge you a reasonable fee for providing the access.

If you can show that any of the information we hold about you is not accurate, complete or up to date, we must take reasonable steps to put the matter right.

Collecting sensitive information

We will not collect sensitive information about you, such as about your health, without your permission.

Information you provide about someone else

If you give us information about someone else (or if you have given such information to Landmark), please show them a copy of this provision so that they may understand how their information may be used or shared by the ANZ Group.

2.11 Confidential information – non-individuals

This section 2.11 applies to you if you are a company, association or other type of entity.

For the purposes of this section, ‘confidential information’ means information acquired by us from and concerning you in the course of the banker-

customer relationship and does not include publicly available information.

ANZ and each other ANZ Group member may exchange with each other any information about you for the purpose of:

- providing, managing or administering your product or service;
- performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, system development and testing, credit scoring, staff training and market or customer satisfaction research); and
- complying with regulatory requirements and prudential standards.

ANZ may disclose confidential information collected by it in the course of your relationship with ANZ to:

- any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ; and
- participants in the payments system (including financial institutions, merchants and payment organisations).

Any contractor, agent or service provider engaged by ANZ is contractually required to only use the information for ANZ purposes and to keep the information confidential.

Unless you tell us otherwise, we may use your information to promote our products or services or those of other ANZ Group members or alliance partners, and we may disclose your information to other ANZ Group members or alliance partners to enable them to market the products or services. If you do not want us, other ANZ Group Members or our alliance partners to tell you about products or services, call us on 1800 622 015 (between 8am and 5pm Western Standard Time) to withdraw your consent.

2.12 Account services by third parties

Unless the services in connection with the ANZ Interim Accounts are provided or referred to you by us, or by Landmark, the Cheque Book Facility Provider, the Card Provider or Westpac in providing the services referred to in these terms and conditions, we do not authorise, promote or endorse the use of account services offered by third parties to access your ANZ

Interim Accounts (including account aggregation services, such as may be provided by other financial institutions).

2.13 Disruption to service

When planning transactions you should bear in mind that a banking service may sometimes be disrupted because a service is temporarily unavailable, or a system or equipment is not working in a normal or satisfactory way.

2.14 Solving problems

Making a complaint

If we make a mistake, or our service doesn't meet your expectations, we want to know.

You can make a complaint in the following ways.

- By contacting your local ANZ Agribusiness Manager.
- By calling us on 1800 622 015 (between 8am and 5pm Western Standard Time).
- By sending a fax to +61 8 9318 8127.

We can usually solve problems on the spot.

We aim to resolve complaints within 10 Business Days. If this is not possible, we will keep you informed on the progress of your complaint and how long we expect it will take to resolve your complaint.

ANZ Customer Advocate

If we do not resolve the complaint to your satisfaction, you can ask to have it reviewed by our Customer Advocate. They review difficult complaints to help find a prompt solution. This service is free.

To use this service, contact:

ANZ Customer Advocate
Level 7A, 833 Collins Street
Melbourne Victoria 3008
Phone: +61 3 8654 1000
Email: customeradvocate@anz.com

Financial Ombudsman Service

If you are still not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of our investigation, you can contact the Financial Ombudsman Service as follows.

Financial Ombudsman Service
GPO Box 3
Melbourne Victoria 3001
Phone: 1300 780 808
Fax: +61 3 9613 6399
Website: www.fos.org.au

Problems with overdrawn accounts or Lending Accounts

You should tell us as soon as possible if you are in financial difficulty.

2.15 Anti-money laundering and sanctions

You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:

- may break any law or regulation in Australia or any other country;
- involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct. You must give us all the information we reasonably need to manage anti-money laundering, or counter-terrorism financing and economic and trade sanctions risk or to comply with any law in Australia or any other country.

You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in operating the account.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

3. Other things you need to know

This section 3 sets out a range of matters which you need to know about your ANZ Interim Account.

3.1 Change of name and address

You should immediately tell us about any changes to your account details, including your name, bank account or address. We will not be responsible for any mistakes or losses associated with a change of details if we were not told about the change.

3.2 Providing instructions

We will generally accept instructions via telephone or facsimile. We may accept instructions via email. You must check and confirm that instructions sent via fax or email have in fact been received by us. Some of the withdrawal and deposit facilities referred to in sections 2.2 and 2.3 above have their own rules about how instructions must be provided.

3.3 Transaction limits

Any transaction limit which applied to transactions on your Unsecured Deposit Notes Account immediately prior to 1 March 2010 will continue to apply to your corresponding ANZ Interim Account (subject to the paragraph below).

We may vary the transaction limits or impose new transaction limits, and we reserve the right to refuse, at our discretion, a request made by you to vary a transaction limit.

3.4 Closing your ANZ Interim account

The ANZ Interim Term Investment Account has specific terms and conditions relating to closing accounts. Please see section 5.3.1 below for details.

For all accounts other than ANZ Interim Term Investment Accounts, you or any other person authorised to close your account can close it at any time by contacting your local ANZ Agribusiness Manager or calling us on 1800 622 015 (between 8am and 5pm Western Standard Time).

If your ANZ Interim Account is in credit when you close it, we will pay you the balance including any interest less any fees and charges that apply. If any amounts you have paid in have not cleared at the time you close the account, we will not release those amounts until they have cleared.

If your account is in debit or, if you have an applicable Lending Account, you have exceeded your approved finance facility limit, the balance plus any interest, fees and charges that apply at the time will be payable by you to us.

Upon closure of an ANZ Interim Account, any linked Debit Cards will be cancelled, and you must return any unused cheque books which operate the account.

An ANZ Interim Account with cheque access may only be closed once all outstanding cheques have been presented. We reserve the right to return any cheques we have been asked to pay after the account has been closed.

We may close your ANZ Interim Account if we think that you have not used it appropriately or for any other reason we consider appropriate. If we close your account under this condition, we will send written notice to the address shown on our records along with a cheque for the balance of the account (if it is in credit).

3.5 Phone calls

We may monitor and/or record phone calls for quality, verification, security and training purposes.

3.6 Our right to combine ANZ accounts and block access

We reserve the right to block access to your ANZ Interim Account. We can combine the balances of two or more accounts you hold with us, without giving you notice, even if the accounts are at different branches or in joint names. We may do this if one of your accounts is overdrawn or is in debit and another is in credit. We can then use the balance of the account that is in credit to repay the overdrawn amount in the other account. If we combine any of your accounts we will tell you about this as quickly as possible. We do not need to notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

3.7 Deposit and withdrawal facilities – fees and commissions

We reserve the right to charge your account with fees and charges for the provision of the various deposit and withdrawal facilities described in sections 2.2 and 2.3 above. Details of those fees are set out in the ANZ Interim Account Fees and Charges booklet which is available by calling us on 1800 622 015 (between 8am

and 5pm Western Standard Time) or visiting our website at [website www.anz.com](http://www.anz.com).

Landmark receives the following commissions in relation to the deposit and withdrawal facilities described in sections 2.2 and 2.3 above:

- any withdrawals that are made using BPAY® payment will result in Landmark receiving a commission from Indue (which in turn has received a commission from BPAY Pty Ltd); and
- any transactions made using the Debit Card will result in Landmark receiving a commission from Indue.

Landmark receives a commission from Indue, being the fees received from BPAY Pty Ltd, of \$0.41 (inclusive of GST) per bill payment made using BPAY.

Landmark receives a commission from Indue, being the fees received from VISA International Service Association depending on the type of transaction made with the Debit Card. These commissions are inclusive of GST and are shown in the following table.

Transaction	Percentage of transaction value	Fee income per \$100 transaction
VISA Domestic Interchange fee (where the card is used in Australia)	0.12%	\$0.12
VISA International Interchange and Issuers fee (fee varies depending upon the overseas country in which the card is used)	3.45% to 4.45%	\$3.45 to \$4.45

ANZ does not charge any management fees, brokerage or entry or exit fees.

3.8 Personal advice in relation to ANZ Interim Accounts

An ANZ adviser who gives you advice in relation to ANZ Interim Accounts or other ANZ products receives a salary from us. They may also be eligible to receive a reward based on their sales. This reward will not be more than \$6,000 a month.

ANZ branch staff are also eligible to receive a reward if their particular branch reaches a set target. This reward will never be more than \$12,000 every six months for each member of staff.

Each month, the adviser may also be eligible to receive other benefits, such as movie tickets and gift vouchers, for meeting targets. The value of these benefits will not be more than \$2,000 a month for each target.

3.9 Law and jurisdiction

These terms and conditions are governed by the law in force in the place where your account is domiciled.

In relation to any proceedings about or in connection with your account, ANZ and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

4. Account fees and Government charges

4.1 Account fees

Details of our fees for the ANZ Interim Accounts are set out in the ANZ Interim Account Fees and Charges booklet as amended from time to time. The current version of this booklet has either been sent to you with these terms and conditions or may be obtained at any time by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time) or visiting our website at www.anz.com.

We may vary fees in accordance with section 1.4 above. All ANZ accounts have specific account related fees and charges. Other general fees and charges may also apply to your account for other services or account activity. On some accounts we offer fee-free everyday banking under certain conditions. We also reserve the right to waive fees under certain conditions.

If we fail to collect a fee we are entitled to, this does not remove our right to collect the fee for the same transactions in the future.

4.2 ATM arrangements

ATM owners are required to clearly disclose their fees prior to a customer making a withdrawal, a balance enquiry or other transaction using their ATM. These fees are called ATM Owner fees or direct charge fees.

The Card Provider has an agreement with Westpac which allows ANZ Interim Account account holders to transact on Westpac's ATM network. Accordingly, when you transact using a Westpac ATM, you will not incur the ATM Owner fees but will be charged the fees for ATM transactions set out in the ANZ Interim Account Fees and Charges booklet. When you transact on your ANZ Interim Account using an ANZ ATM, you will also not incur ATM Owner fees but will be charged the fees for ATM transactions set out in that booklet.

Should you choose to use an ATM other than a Westpac or an ANZ ATM, you will be charged the fees for ATM transactions set out in the ANZ Interim Account Fees and Charges booklet and any ATM Owner fees. These fees will be debited to the ANZ Interim Account being accessed. The amount of the ATM Owner fee varies, depending on the owner of the ATM. If a fee is to be charged in respect of a proposed transaction, the owner is required to disclose the fee prior to the transaction, with the customer able to cancel the proposed transaction at no cost once they know the fee.

4.3 Government charges

Any Government charges or duties you must pay for using the account will be taken straight from your account and shown on your account statement. These charges may vary according to State or Territory.

For more information on any applicable Government charges, contact your local ANZ Agribusiness Manager or call us on 1800 622 015 (between 8am and 5pm Western Standard Time).

4.4 GST

Terms used in this clause have the same meaning as those defined in the New Tax System (Goods and Services Tax) Act 1999 ('GST Act') unless provided otherwise.

If any supply made under or in connection with these terms and conditions is subject to GST, the party making the supply (ANZ) may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. The clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

If you are required to reimburse ANZ for any costs, the amount must be reduced to the extent that ANZ is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.

No payment of any amount in respect of GST is required until ANZ has provided a tax invoice or adjustment note, as the case may be, to you. ANZ must provide a tax invoice or adjustment note to you as required by the GST Act.

Any reference in these terms and conditions to fee, price, value, sales, revenue, or similar amount ('Revenue') shall be a reference to that Revenue exclusive of GST, unless and to the extent that the revenue is expressly agreed to be GST inclusive.

5. Specific terms and conditions for ANZ Interim Accounts

The features of each of the ANZ Interim Accounts are set out below.

Please refer to the table in section 1.1 above ('Key features of new ANZ Interim Accounts') for a summary of these features.

5.1 Transaction accounts

5.1.1 ANZ Interim Cheque Account

An at-call account with cheque access to funds.

Please note: If immediately prior to 1 March 2010 you had a loan facility under the RURAL Program, you may have access to the ANZ Interim Cheque Account, and be provided with full transacting capabilities.

Term	At-call
Statements	Monthly
Interest rate	Variable
Interest payment	Interest accrues daily and paid monthly in arrears and on closure of account Reinvested into the account, except on closure of account
Deposits	Over the counter By mail (non-cash payments only) EFT Direct Credit Any other way we agree with you
Withdrawals	Debit Card Cheque Direct Debit Periodic Payment Transfer in writing / by phone Finance Online <i>Plus</i> Any other way we agree with you
Account fees	Refer to section 4 above for account fees and charges

5.1.2 ANZ Interim Flat Fee Account

An everyday transaction account with a flat monthly fee.

Term	At-call
Statements	Monthly
Interest rate	Variable
Interest payment	Interest accrues daily and paid monthly in arrears and on closure of account Reinvested into the account, except on closure of account
Deposits	Over the counter By mail (non-cash payments only) EFT Direct Credit Any other way we agree with you
Withdrawals	Debit Card Cheque Direct Debit Periodic Payment Transfer in writing / by phone Finance Online <i>Plus</i> Any other way we agree with you
Account fees	Refer to section 4 above for account fees and charges

5.1.3 ANZ Interim Lifestyle Account

With cheque, card and unlimited Finance Online *Plus* transactions for no monthly fee.

Term	At-call
Statements	Monthly
Interest rate	Variable
Interest payment	Interest accrues daily and paid monthly in arrears and on closure of account Reinvested into the account, except on closure of account
Deposits	Over the counter By mail (non-cash payments only) EFT Direct Credit Any other way we agree with you
Withdrawals	Debit Card Cheque Direct Debit Periodic Payment Transfer in writing / by phone Finance Online <i>Plus</i> Any other way we agree with you
Account fees	Refer to section 4 above for account fees and charges
Eligibility criteria	<ul style="list-style-type: none"> • Hold an eligible Pensioner Concession card or Seniors card; or • over 55 and retired

5.1.4 ANZ Interim Community Account

An everyday savings and transaction account offering community groups a competitive interest rate on savings and access to fee-free day-to-day transactions.

Term	At-call
Statements	Monthly
Interest rate	Variable
Interest payment	Interest accrues daily and paid monthly in arrears and on closure of account Reinvested into the account, except on closure of account
Deposits	Over the counter By mail (non-cash payments only) EFT Direct Credit Any other way we agree with you
Withdrawals	Debit Card Cheque Direct Debit Periodic Payment Transfer in writing / by phone Finance Online <i>Plus</i> Any other way we agree with you
Account fees	A number of day-to-day transaction fees are waived Refer to section 4 above for account fees and charges
Eligibility criteria	This account is available at ANZ's discretion and typically requires 'not for profit groups' and community groups to provide: <ul style="list-style-type: none"> • minutes confirming 'not for profit' status and a resolution agreeing to open an account; • a copy of the governing documents such as Memorandum and Articles of Association or constitution stating 'not for profit' status; and • ATO Income Tax exemption certificate or ABN as applicable

5.2 Savings Accounts

5.2.1 ANZ Interim Call Investment Account

An account designed for investment of funds at call with a competitive interest rate and the comfort of specific access channels.

Term	At-call
Statements	Monthly
Interest rate	Variable
Interest payment	Interest accrues daily and paid monthly in arrears and on closure of account Reinvested into the account, except on closure of account
Deposits	Over the counter By mail (non-cash payments only) EFT Direct Credit Any other way we agree with you
Withdrawals	Debit Card Direct Debit Periodic Payment Transfer in writing / by phone Finance Online <i>Plus</i> Any other way we agree with you
Account fees	Refer to section 4 above for account fees and charges

5.2.2 ANZ Interim Online Plus Account

An online savings account designed for funds at call at a competitive rate of interest and the comfort of internet or phone access.

Term	At-call
Statements	Monthly
Interest rate	Variable
Interest payment	Interest accrues daily and paid monthly in arrears and on closure of account Reinvested into the account, except on closure of account
Deposits	Over the counter By mail (non-cash payments only) EFT Direct Credit Any other way we agree with you
Withdrawals	Direct Debit Periodic Payment Finance Online <i>Plus</i> Any other way we agree with you NOTE: Employee assisted transfers will attract a fee. If such transfers are requested on an ongoing basis, ANZ has the discretion to convert this account into an ANZ Interim Call Investment Account
Account fees	Refer to section 4 above for account fees and charges

5.3 Investment Accounts

5.3.1 ANZ Interim Term Investment Account

An account with a fixed rate for a fixed amount with a fixed term ranging from 1 month to 2 years.

Term	1-24 months The term of an ANZ Interim Term Investment Account will continue on from the Unsecured Deposit Note Account corresponding to the ANZ Interim Term Investment Account as if the Unsecured Deposit Notes had not been redeemed. This means that upon the opening of the Term Investment Account, the investment will already be part way through the term applying to it (the same term as applied in respect of the Unsecured Deposit Notes)
Statements	At month end if there have been customer initiated transactions on the account
Interest rate	Fixed for the term of the investment
Interest payment	Any accrued but unpaid interest at the time the Unsecured Deposit Notes corresponding to a new ANZ Interim Term Investment Account are redeemed, will be paid by Landmark into the ANZ Interim Account as part of the redemption proceeds. That interest amount will therefore make up part of the opening balance for the ANZ Interim Account Interest accrues on ANZ Interim Term Investment Accounts daily and is paid in arrears on a monthly or quarterly basis or at maturity (depending on the individual account) Reinvestment at the end of term or payment by withdrawal, at ANZ's discretion (see section 2.6 above)
Deposits	Transfer from any ANZ Interim transaction or savings account Over the counter By mail (non-cash payments only) Any other way we agree with you Investors please note: You can not 'top up' an existing ANZ Interim Term Investment Account prior to the maturity date.

Withdrawals	You will receive written notification 2-4 weeks prior to the maturity of your term investment seeking your instructions upon maturity. You will be given the option to have your withdrawal paid by: ANZ cheque (made payable to you or a third party) EFT; or Direct payment to another ANZ account, and may (at ANZ's discretion) be given the option to roll over your investment into a Term Investment Account for the same term or a different term, at the rates applying at maturity. If you have already provided such instructions in respect of your Unsecured Deposit Notes held immediately prior to 1 March 2010, those instructions will continue to apply in respect of your new ANZ Interim Account (corresponding to your Unsecured Deposit Notes Account). Such instructions in respect of the Unsecured Deposit Notes may have been provided as part of your application for the Unsecured Deposit Notes. If ANZ does not receive instructions from you prior to maturity of the term investment, the investment will (unless ANZ determines otherwise) be automatically rolled over for the same term at the then current rates. If you request an early repayment (resulting in closure of the ANZ Interim Term Investment Account) or part repayment, ANZ's policy (in respect of the Term Investment Accounts) is to adjust the interest rate paid on the amount withdrawn to the 1 month term investment interest rate that applied at the date of lodgement for the number of days for which the funds were held. Any funds remaining in the Term Investment Account will accrue interest at the interest rate applicable to the remaining amount as at the date of lodgement until maturity of the investment.
Account fees	Nil transaction fees if funds held to term Refer to section 4 above for other account fees and charges

6. VISA Conditions of Use

If you obtain a Debit Card (or already have one), at the time of issue of the card you will be (or will have been) provided with a copy of, and agree (or have agreed) to be bound by, the terms and conditions of the Debit Card as contained in the VISA Conditions of Use (as amended from time to time).

The VISA Conditions of Use address a range of matters, including those below:

- Debit Card security, including PIN secrecy;
- what to do if your Debit Card is lost or stolen;
- the use of your Debit Card;
- transaction limits that apply in relation to your Debit Card;
- obtaining an additional Debit Card for a nominee;
- cancellation and return of your Debit Card;
- liability where your Debit Card is lost or stolen, or used without your authorisation;
- other cardholder responsibilities and liabilities;
- responsibilities and liabilities of the Card Provider and ANZ;
- resolving errors on account statements;
- fees and charges; and
- how the Card Provider may alter the VISA Conditions of Use.

Updated VISA Conditions of Use reflecting the change from Landmark to ANZ are being sent out to those ANZ Interim Account account holders who held Unsecured Deposit Notes immediately prior to 1 March 2010 and who hold a Debit Card.

The VISA Conditions of Use are also available from ANZ's website at www.anz.com.

To assist you in matters such as PIN security, we publish security guidelines. A copy of the current guidelines is available at www.anz.com.

7. Finance Online *Plus* Conditions of Use

If you use Finance Online *Plus*, the Finance Online *Plus* Conditions of Use will apply to you. Finance Online *Plus* will not be available where the ANZ Interim Account to which it applied is closed.

The Finance Online *Plus* Conditions of Use address a range of matters, including those below:

- access levels;
- passwords (including your responsibilities to safeguard them) and user authentication;
- the authorisation by you of other users;
- making transactions;
- responsibilities and liabilities of you and ANZ;
- malfunctions and breakdowns;
- how ANZ may alter the Finance Online *Plus* Conditions of Use;
- fees in relation to the service;
- cancellation of the service;
- terms and conditions of use for BPAY®; and
- complaints, errors and disputes.

See the Finance Online *Plus* Conditions of Use for details of how you or we may stop use of Finance Online *Plus* (ie, cancellation of the service) and whether you can stop online, telephone or BPAY payments to be made through the service.

Account holders were provided with the Finance Online *Plus* Conditions of Use when they first applied to use the Finance Online *Plus* facility in relation to their Unsecured Deposit Notes. Account holders were taken to accept those terms and conditions when they gave Landmark a signed application form for the facility, or first successfully accessed the facility.

The Finance Online *Plus* Conditions of Use have been updated for the use of Finance Online *Plus* in relation to the new ANZ Interim Accounts. You will be taken to have agreed to the updated Finance Online *Plus* Conditions of Use by your continued use of the facility on or after 1 March 2010.

The most current version of the Finance Online *Plus* Conditions of Use may be viewed by visiting ANZ's website at www.anz.com, or obtained by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time).

To assist you in matters such as password security, we publish security guidelines. A copy of the current guidelines is available at www.anz.com.

8. Undertakings, consents and authorities given by you

When you first applied for Unsecured Deposit Notes, you gave Landmark a series of undertakings, consents and authorities in connection with your application.

By the redemption of your Unsecured Deposit Notes and the deposit of the redemption proceeds in your new ANZ Interim Account, you are taken to have repeated each of those undertakings, consents and authorities, as provided below, to the extent applicable.

You are taken to:

1. authorise (in the manner of operation as set out in Part 1E your Application Form for Unsecured Deposit Notes (as updated from time to time by notification to ANZ or Landmark)) the person(s) whose names and signatures appeared in the Application Form (as updated) to:
 - sign, draw, make, accept, endorse, discount or make arrangements with ANZ regarding cheques, withdrawals, bank cheques, Periodic Payments / Direct Debit authorities and electronic transaction services (which includes accessing the ANZ Interim Accounts by ATM, EFTPOS, phone services or internet), orders and other instruments on your account;
 - overdraw such account(s) to any extent permitted by ANZ;
 - place money on any form of fixed investment and receive payments and interest;
 - make arrangements with ANZ for the issue of authorities to negotiate and endorse cheques and other instruments payable to you or to your order or to the order of any one or more of you; and
 - instruct ANZ to close the account;
2. authorise ANZ at ANZ's discretion to accept verbal instructions from you/any one of you to transfer funds to or from your accounts held with ANZ, or when the account holder is a company, to accept verbal instructions from any one director or the secretary on behalf of the company to transfer funds to or from the company's accounts held with ANZ;
3. confirm that this authority overrides or cancels any authority as to authorised signatures given by you or on your behalf prior to your Application Form for Unsecured Deposit Notes being submitted (except in respect of cheques or instructions dated prior to your Application Form) and applies to all of your ANZ Interim Accounts (if more than one account is held);
4. acknowledge that where your account is registered in more than one name the funds are held in joint tenancy and on the death of any one or more of the registered holders the funds will belong to the remaining registered holder(s), unless the account holder is a partnership, in which case funds are held as tenants in common. In the event that ANZ, in its discretion permits your account to become overdrawn, your liability to ANZ will be joint and several;
5. agree:
 - to be bound by the terms and conditions which apply from time to time to your ANZ Interim Account;
 - ANZ may charge to the account or any other account(s) you may conduct with ANZ or recover from you any interest, bank fees, government charges, taxes or duties imposed on transactions on/or which relate to your account(s); and
 - to repay on demand by ANZ any amount overdrawn;
6. agree that where ANZ is supplying services to you as a consumer, as defined in the Trade Practices Act 1974 (Cth) ('the Act'), then nothing in these terms and conditions exclude, restrict or modify any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, any such liability of ANZ is limited to the cost of supplying the services again;

7. confirm that, if any account is held in the name of a trust, the opening and operating of the account does not breach the terms of the relevant trust document(s). If the account holder is a company, the company certifies that this authority was executed in accordance with the constitution of the company and, if the company acts in a trustee capacity, in accordance with the terms of the relevant trust document(s);
8. confirm that where the account holder is an incorporated association, references to 'company' include an 'incorporated association' and references to 'directors' include 'office holders', as appropriate;
9. declare that you were authorised to sign your Application Form for Unsecured Deposit Notes and that the information given therein (as updated from time to time by notification to Landmark or ANZ) is true and correct;
10. acknowledge that completion of your original Application Form for Unsecured Deposit Notes does not oblige ANZ to offer you a credit facility, or undertake any transactions;
11. acknowledge that ANZ is authorised to act upon your written or oral instructions and the persons authorised to instruct ANZ on your behalf. The persons authorised to instruct ANZ on your behalf are those which were listed in your original Application Form for Unsecured Deposit Notes as persons authorised to instruct Landmark (as updated from time to time by notification to Landmark or ANZ); and
12. indemnify, and agree to keep indemnified, to the fullest extent permitted by law, ANZ and its employees, agents and representatives from and in respect of all actions, proceedings, suits, claims, demands, costs, expenses and any monetary amounts issued, incurred or demanded which arise out of any reliance by ANZ upon any statement or omission in your Application Form for Unsecured Deposit Notes (prior to any such statement or omission being updated by you by notification to ANZ or Landmark) which is inaccurate or misleading and is attributable to you or persons authorised by you, or which at any time hereafter may be made against ANZ by reason of ANZ having acted on that authority.

9. Definitions

The following definitions apply in this document:

ADI means an Authorised Deposit-taking Institution within the meaning of the Banking Act 1959 (Cth).

ANZ Interim Account means an account listed in the table in section 1.1.

Business Day means a day on which banks are open for business in Sydney and Perth excluding a Saturday, Sunday or public holiday.

Banking Service means any financial service or product provided by us in Australia to you:

- (a) including any financial service or product provided by us whether supplied directly or through an intermediary; and
- (b) in the case of a financial service or product provided by another party and distributed by us, extends only to our distribution or supply of the service or product to you and not to the service or product itself.

Card Provider means Indue, or any other provider of the Debit Card (from time to time).

Cheque Book Facility means the facility described in section 2.3.2.

Cheque Book Facility Provider means Indue, or any other provider of the Cheque Book Facility (from time to time).

EFT means electronic funds transfer, but does not include EFTPOS.

EFTPOS means electronic funds transfer at point of sale.

Indue means Indue Limited ABN 97 087 822 464.

Lending Account means an ANZ lending account in respect of a loan acquired as part of the purchase by ANZ of Landmark's loan book as referred to under the heading 'Redemption of Unsecured Deposit Notes' in the section headed 'Introduction' above.

Lender has the meaning given under the heading 'Redemption of Unsecured Deposit Notes' in the section headed 'Introduction' above.

Payment Instruction means a payment instruction issued or authorised by a holder of Unsecured Deposit Notes under a Payment Facility, under an Unsecured Deposit Notes Account (and its associated Payment Facilities) or under an equivalent facility under a successor ANZ Interim Account.

Payment Facility means a facility provided by Landmark in respect of an Unsecured Deposit Notes Account (and its associated payment facilities) that facilitates the deposit or withdrawal of funds under that account (and payment facilities) as described in the prospectus for the relevant account (and payment facilities) which may, for example, include (where applicable to the account type) a cheque facility, a debit card facility, a direct debit facility, a periodic payment facility, internet access, transfer facilities and deposit facilities.

PIN means Personal Identification Number.

RURAL Program has the meaning given under the heading 'Redemption of Unsecured Deposit Notes' in the section headed 'Introduction' above.

2009 Prospectus means the document entitled 'Prospectus No. 8 and Combined Financial Services Guide and Product Disclosure Statement for the issue of Unsecured Deposit Notes by Landmark Operations Limited', dated 19 February 2009.

Small Business means a business having:

- (a) less than 100 full time (or equivalent) people if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full time (or equivalent) people,

unless the Banking Service is provided for use in connection with a business that does not meet the elements in (a) or (b) above.

Trust Deed means the Trust Deed dated 11 December 2003 between Landmark, AWB Limited ABN 99 081 890 459 and Permanent Nominees (Aust) Limited ACN 000 154 441 (as trustee) as amended by an Amendment Deed dated 5 February 2008.

Unsecured Deposit Notes means the unsecured deposit notes issued by Landmark under the Trust Deed and each of the 2009 Prospectus and the prospectuses issued by Landmark (providing for the issue of unsecured deposit notes) dated 8 February

2008 (Prospectus No. 7), 18 January 2007 (Prospectus No. 6), 20 December 2005 (Prospectus No. 5), 20 December 2004 (Prospectus No. 4), 12 December 2003 (Prospectus No. 3), 13 February 2003 (Prospectus No. 2) and 15 February 2002.

Unsecured Deposit Notes Accounts means the accounts in respect of the Unsecured Deposit Notes.

Westpac means Westpac Banking Corporation ABN 33 007 457 141.

10. Contact us

If you have any questions regarding this document, then call us on 1800 622 015 (between 8am and 5pm Western Standard Time) or contact your local ANZ Agribusiness Manager.

General enquiries

Phone: 1800 622 015 (between 8am and 5pm Western Standard Time)

Debit Cards

Phone: 1800 622 015 (between 8am and 5pm Western Standard Time)

Finance Online Plus

Phone: 1800 622 015 (between 8am and 5pm Western Standard Time)

Lost or stolen Debit Card, suspected unauthorised transactions or passwords known by others

Between 8am and 5pm western standard time
Contact us: 1800 622 015

Outside normal business hours
Contact the Australia wide VISA card 24 hour hotline:
For domestic customers – call 1800 621 199
For international customers – call (612) 9251 3704 or 1 410 581 9994

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