

# THE PEOPLE'S REPUBLIC OF CHINA

## COUNTRY SCHEDULE

### 1. APPLICATION

1.1 This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out country-specific terms on which the Bank provides its Customer with one or more Accounts or Services in the People's Republic of China ("PRC" or "China" which, for purposes of the ANZ General Banking Conditions only, excludes Hong Kong, Macau and Taiwan).

1.2 This Country Schedule supplements the ANZ General Banking Conditions. If there is a conflict or inconsistency between this Country Schedule and the ANZ General Banking Conditions (and its other schedules), this Country Schedule shall prevail to the extent of the conflict or inconsistency. Capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

### 2. ANZ GENERAL BANKING CONDITIONS

2.1 **Definitions.** The term "Bank Cheque" where referred to in the Agreement shall be replaced by the term "Bank Promissory Note" which shall be defined as "a negotiable instrument issued by the Bank promising to honour the stated amount without condition upon the presentation of such instrument".

2.2 **Payment Obligation.** The Bank's obligation to pay the Customer any amounts or repay any deposits in respect of an Account is an obligation of the relevant Bank Group Member or, where applicable, branch of such Bank Group Member, in the country where the Account is held. Accordingly, unless otherwise stated, no Bank Group Member shall be required to pay or repay any amounts or deposits at its head office or any of its branches or offices outside the country or territory where the relevant Account is held.

2.3 **Force Majeure.** Where the operation of an Account or the provision of a Service is affected by the occurrence of a Force Majeure Event, the Bank may only rely on Clause 2.7 (Force Majeure Event) of the Conditions in respect of such event where it has, to the extent practicable, notified the Customer of the occurrence of that Force Majeure Event and taken such mitigation measures as required by applicable Law.

2.4 **Direct Debit Services.** The Direct Debit Services, stipulated in Clause 3.5(c) (Direct Debit Services) of the Conditions, will only be available when: (1) the Customer and the Customer's client are both located in China and the Customer's client's account is opened with a bank in China; and (2) the Customer's Account and the Customer's client's account are both denominated in RMB.

2.5 **Currency conversion and remittance.** Without prejudice to Clause 3.6(x)(C) of the Conditions, the Bank shall only carry out any currency conversion or remittance in connection with the operation of an Account or the provision of a Service if and to the extent it is permitted under applicable Law. Where such currency conversion or remittance is not permitted under applicable Law, the Bank may, without prejudice to any of its other rights under the Agreement, take such alternative action as it determines is appropriate. The Customer undertakes and warrants to the Bank that any Instruction it gives to the Bank in respect of any currency conversion or remittance would not, if complied with, result in any breach of applicable Law.

2.6 **Set-off.** For the purposes of effecting any set-off under the Agreement, the Bank may, by notice to the Customer, declare any obligation of the Customer to be immediately due and payable, upon which such obligation shall become

immediately due and payable to the extent permitted by applicable Law.

2.7 **Transfer by bank.** The Customer consents to the Bank assigning, novating, transferring or otherwise dealing with all or any of its rights and/or obligations under the Agreement.

2.8 **Interest.** Any interest payable in connection with an Account or a Service shall only be payable at a rate that is within the range of permissible rates as published by the People's Bank of China and/or any other competent regulatory authority in China.

2.9 **Dormant Accounts.** If there has been no credit or debit transaction (except for the deduction of the Bank's charges and expenses, and the credit of interests) on any Account that is an RMB settlement account for more than twelve (12) months (or any other period if so provided by applicable Law), the Customer shall either terminate that Account within thirty (30) days of the Bank giving the Customer notice requesting that the Customer terminate that Account or shall otherwise deal with that Account in accordance with applicable Law. Without prejudice to the foregoing, if a Customer opens Foreign Currency Account(s) with the Bank, only when no credit or debit transaction is made (except for the deduction of the Bank's charges and expenses, and the credit of interests) on all Account(s) more than twelve (12) months (or any other period if so provided by applicable Law), the Customer shall either terminate its Foreign Currency Account(s) within thirty (30) days of the Bank giving the Customer notice requesting that the Customer terminate those Account(s) or shall otherwise deal with those Account(s) in accordance with applicable Law. In the event the Customer fails to do so, the Bank may terminate that Account and deal with the balance within that Account as permitted by applicable Law.

2.10 **Disclosure.** For the avoidance of doubt, the authorisation given by the Customer to the Bank in the Conditions to disclose information regarding the Customer includes, without limitation, any information regarding the Customer, financial or otherwise, relating to any natural persons or individuals.

2.11 **Indemnities for Loss.** The Bank has the right to, by giving a written notification to the Customer, reasonably request such Customer to indemnify and keep indemnified the Bank and its directors, officers, employees, agents and representatives from and against all Loss which the Bank and its directors, officers, employees, agents and representatives may suffer, incur or sustain in connection with or related to (a) the Bank providing any Account or any Services to the Customer (b) Customer's use of the Account or Service (c) failure by the Customer (or its Agent) to perform or observe any of its obligations under the Agreement (d) the Bank acting or declining to act on the Customer's Instructions or any instruction or request which the Bank reasonably believes to be given by or on behalf of the Customer irrespective of the Channel used. For the avoidance of doubt, the foregoing indemnity shall include, without limitation, any liability for tax and any deficit balances and unrealised losses in any Account.

2.12 **Agency Indemnity.** Without prejudice to Clause 7.2 (Indemnity for Loss), the Bank has the right to, by giving a written notification to the Customer and each Agent, reasonably request the Customer and each Agent, on a joint and several basis, to indemnify and keep indemnified the Bank and its directors, employees, agents and representatives from and against all Loss which the Bank and its directors, officers, employees, agents and representatives may suffer,

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incur or sustain as a result of the Bank acting on Instruction of the Agent.

### 3. COLLECTIONS SERVICE SCHEDULE

- 3.1 The Bank will not provide Post-dated Cheque Management Services in China.
- 3.2 In connection with any Cheque Collection Service, the Customer shall procure that only Instruments that are cheques for transfer are placed for collection at a Collection Location and the Bank shall not be liable for any Loss incurred by the Customer resulting from a cheque for cash being placed for collection at a Collection Location.

### 4. LIQUIDITY SERVICE SCHEDULE

- 4.1 **Acknowledgements.** Clause 2.1 (a) of the Liquidity Service Schedule is not applicable under this Country Schedule; instead, each Participant represent and agrees that it is and will at all times while services are provided under the Liquidity Service Schedule remain a member of the same wholly or partially owned group as each other Participant (but this does not apply in relation to Interest Optimisation Participants).
- 4.2 **Sweep Service.** In connection with any Sweep Service provided to multiple Sweep Participants, the Sweep Participants and the Bank shall enter into a cash pooling agreement of which the format is satisfactory to the Bank.
- 4.3 **Notional Pooling Service.** The Bank will not provide Notional Pooling Services provided in Clause 4 (Notional Pooling Service) of the Liquidity Service Schedule in China, unless permitted by applicable Law and agreed between the Bank and the Customer. Notwithstanding the other provisions under this Country Schedule, any reference to Notional Pooling Service or National Pooling Participant in Clause 6.1 of the Liquidity Service Schedule shall be deleted.
- 4.4 The Bank will only provide Interest Optimisation Services in China if and to the extent it is permitted under applicable Law.
- 4.5 **Agents.** If an Agent is appointed by any Participant involved in a Sweep Service, Notional Pooling Service or Interest Optimisation Service, that Participant acknowledges and agrees that its agent has full authority as its agent and attorney to deal with the Bank on its behalf in all respects in connection with that Service, unless otherwise agreed between the Bank and the Participant.

### 5. PERSONAL INFORMATION

- Without prejudice to Clause 2.10 under this Country Schedule,
- 5.1 When the Customer deals with the Bank, the Bank is likely to collect and use some Personal Information.  
**Personal Information** hereunder means information about an individual which identifies an individual.
- 5.2 If the Customer does not provide some or all of the Personal Information requested, the Bank may be unable to provide the Customer with Accounts and Services.
- 5.3 The Bank may collect the Personal Information: (i) to provide the Customer with information about an Account or a Service; (ii) to consider the Customer's request for an Account or a Service; (iii) to provide the Customer with an Account or a Service; (iv) to tell the Customer about other Accounts or Services; (v) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of an Account or a Service; (vi) to perform

administrative and operational tasks (including risk management, debt collection, systems development and testing, credit scoring, staff training and market or customer satisfaction research); (vii) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and (viii) as required by relevant Law, regulations, codes and external payment systems.

- 5.4 Subject to applicable Privacy Law, the Customer may access its Personal Information at any time by calling the Bank or asking the Bank to do so. The Bank may charge the Customer a reasonable fee for access.  
**Privacy Law** means the privacy Law and regulations applicable to the Personal Information, including privacy Law and regulations applicable in China.
- 5.5 If the Customer can show that information about the Customer is not accurate, complete and up to date, the Bank will take reasonable steps to ensure it is accurate, complete and up to date.
- 5.6 If the Customer or its Agent is an individual, the Bank will not collect sensitive information about the Customer, such as health information, unless it is necessary to provide the Customer with an Account or a Service and the Bank has the Customer's consent or, unless the Bank is legally required to collect, use or disclose that information.
- 5.7 If the Customer gives the Bank Personal Information about someone else or directs someone else to give their Personal Information to the Bank, the Customer will show that person a copy of this Clause so that they may understand the manner in which their Personal Information may be used or disclosed by the Bank.
- 5.8 If the Customer does not want the Bank, loyalty partners or other organisations to tell the Customer about their products or services the Customer may notify the Bank of this by calling the Bank.
- 5.9 The Customer further acknowledges that all or part of the information, including Personal Information collected by the Bank from time to time may be used and/or provided to a Third Party or a Third Party System provider or third party service provider (in each case, appointed or to be appointed by the Bank, including, without limitation, for the purposes of outsourcing certain functions if and to the extent it is permitted under applicable Law), in connection with the provision of an Account or a Service.

### 6. SERVICE AVAILABILITY IN CHINA

The Customer acknowledges that the Customer may need to complete application forms or other documents as required by the Bank in order to applying for certain Services in China and that certain Services may not be available in China.

### 7. LANGUAGE

The Agreement is prepared in both Chinese and English. In the event of inconsistency between the Chinese and English versions, the Chinese version shall prevail.

Australia and New Zealand Bank (China) Company Limited ("Subsidiary") is a subsidiary of Australia and New Zealand Banking Group Limited ("ANZBGL"). ANZBGL is incorporated in Australia, and is an authorised deposit taking institution (Bank) under Australian law. The Subsidiary is incorporated and licensed with limited liability in the People's Republic of China by China Banking Regulatory Commission, and is not a

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Bank under Australian law. Deposits or liabilities with the Subsidiary are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee the Subsidiary.