

DEFINITIONS SCHEDULE

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1. APPLICATION

- 1.1 This document constitutes the Definitions Schedule as referred to in the ANZ General Banking Conditions.
- 1.2 This Definitions Schedule supplements the ANZ General Banking Conditions. Capitalised terms used in this Definitions Schedule have the meanings given to them in this Definitions Schedule.

2. INTERPRETATION AND DEFINITIONS

2.1 Interpretation

In the Agreement, unless the context otherwise requires:

- (a) a person includes a reference to a government, state, state agency, corporation, body corporate, association, partnership or individual;
- (b) a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- (c) the singular includes the plural and vice versa;
- (d) a reference to an agreement, a document or a law is a reference to the agreement, document or law (and, if applicable, any of its provisions) as amended, novated, supplemented or replaced for the time being; and
- (e) section, clause, paragraph and other headings are for convenience only and do not affect their interpretation.

2.2 Definitions

Account means any account held by the Customer with the Bank.

Account Opening Documentation means any application form signed by or for and on behalf of the Customer in connection with the establishment of one or more Accounts as may be supplemented or varied from time to time.

Actual Account means an Account that the Customer designates for Virtual Account Numbers to be assigned.

Agent means any person appointed by the Customer as its agent in respect of the Agreement and its Accounts and Services.

Aggregator Service means a service provided by the Bank by which the Customer can provide information access to third party customers for the purpose of making payments to the Customer.

Agreed Currency means the currency in which any payment in respect of any Account or Service under this Agreement is to be made as agreed between the Customer and the Bank, or in the absence of such agreement, as notified by the Bank to the Customer.

Agreement means the Conditions, any applicable Country Schedule, any applicable Counterparty Schedule, any applicable Service Schedule, the Account Opening Documentation, any Fee Schedule and this Definitions Schedule.

ANZ means Australia and New Zealand Banking Group Limited.

ANZ FileActive (Host-to-Host) means the electronic host-to-host transmission system aimed at facilitating the integrity and security of communications (including Instructions) transmitted from the Customer to the Bank, or from the Bank to the Customer.

ANZ FileActive (Host-to-Host) Service means the provision by the Bank to the Customer of access to ANZ FileActive (Host-to-Host).

Applicable Rate means the Bank's then prevailing exchange rate or, if unavailable, such rate as reasonably determined by the Bank.

Authorised Person means any person authorised by the Customer (or, where applicable, the Agent) and notified to the Bank in writing to act on the Customer's behalf in giving Instructions and performing any other acts, discretions or duties under the Agreement or with respect to the operation or use of any Account or Service.

Authorised SWIFT User means the Customer or a person registered with SWIFT and who is duly bound as a party to a SWIFT Agreement allowing access to the SWIFT Messaging Services and meets all relevant eligibility criteria provided, for the avoidance of doubt, that a Customer shall continue to be an Authorised SWIFT User despite no longer satisfying the eligibility criteria as required by any relevant SWIFT Agreement during any period(s) specified in such SWIFT Agreement as the period(s) given to such Customer or the Authorised SWIFT User to migrate to an alternative solution.

Authorised User means a person who is authorised to give electronic instructions via ANZ FileActive (Host to Host) on the Customer's behalf and whom the Customer has identified to the Bank in such manner as approved by the Bank.

Authority means any regulatory, administrative, government, quasi-government, law enforcement or supervisory authority, court or tribunal.

Bank means ANZ and/or where the Account is opened with, or where a Service is provided by, any Bank Group Member, that Bank Group Member.

Bank Cheque means a bank cheque or cashier order drawn by or on behalf of the Bank at the request of the Customer.

Bank Group Member means any of ANZ, its holding company, its subsidiaries and the subsidiaries of its holding company, and all persons controlled by any of the foregoing, in each case wherever in the world and including all branches and representative or regional offices.

Beneficiary Advisory Services means a service provided by the Bank to notify, on behalf of the Customer, a payee of a credit or transfer of funds by the Customer into an account.

Business Day means a day (other than a statutory or public holiday in the jurisdiction where the applicable Account is held and, where payment is being made or received, the home jurisdiction of the relevant currency) on which the Bank is open for the transaction of ordinary banking business in (i) the jurisdiction where the applicable Account is held, (ii) where an Instruction or communication is being addressed, the country to which such Instruction or communication is addressed and (iii) where a payment is being made or received, the home jurisdiction of the relevant currency.

Cash Collection Service means a service provided by the Bank involving the collection of cash from a Collection Location.

Cash Delivery Service means a service provided by the Bank whereby cash is to be withdrawn from an Account and delivered to a Delivery Location.

Channel means any system, medium or channel, whether internet based or not, which may be provided by the Bank or any third party service provider from time to time to enable the Bank's customers to access and utilise banking and other services provided by the Bank and to which the Customer may elect to subscribe (in the Account Opening Documentation or otherwise) or as agreed with the Bank. Unless otherwise agreed between the Bank and the Customer, the preferred Channels

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for accessing an Account or utilising a Service or the giving of Instructions are the Electronic Banking Channel, ANZ File Active (Host-to-Host), OTC Banking and SWIFT Message, while the non-preferred Channels include telephone, email, telex and facsimile transmission.

Cheque Collection Service means a service provided by the Bank involving the collection of Instruments from a Collection Location.

Cheque Outsourcing Service means any of following services provided by the Bank:

- (a) the issuance of Corporate Cheques in the name of the Customer;
- (b) the issuance of Bank Cheques;
- (c) the issuance of any other Instrument; and
- (d) any printing, cheque customisation, formatting, delivery, payment warehousing, accounts payable reconciliation and reporting associated with the above, or any other service or activity related to or associated with any of the above, excluding any such service in respect of foreign currency drafts.

Cleared Funds Cleared Funds means funds deposited into or standing to the credit of any Account that the Bank has received full and final payment that cannot be reversed or cancelled.

Collection Location means the location from which cash or an Instrument, as the case may be, is to be collected as agreed between the Bank and the Customer.

Conditions means the ANZ General Banking Conditions as amended and or supplemented from time to time.

Confidential Payment Services means a service provided by the Bank whereby the operation or use of an Account or Service is treated as confidential by the Customer and only certain Authorised Persons are permitted to operate or use such Account or Service.

Control means either (a) the possession, directly or indirectly, of more than 50% of the equity interests in a person; or (b) the power to direct, or cause the direction of, the management and policies of a person, whether through ownership of voting interests, by contract or otherwise.

Corporate Cheque means any cheque drawn by the Bank or its Correspondent in the name and on behalf of the Customer.

Correspondent means a financial institution used by the Bank to make a payment directly or indirectly to a payee or perform any Services in connection with an Account and includes any intermediary correspondent.

Counterparty Schedule means any specific conditions applying to the Customer on account of the type of entity of the Customer.

Country Schedule means any country-specific conditions applying to an Account or Service as documented in a country schedule.

Cross-Border Sweep Service means a service provided by the Bank involving movement of funds between accounts of the Customer held in different jurisdictions.

Customer means the applicant named in the Account Opening Documentation.

Cut-off Time means the latest time (as mutually agreed) for the Bank to receive an Instruction from the Customer.

Definitions Schedule means the definitions and provisions set out in this definitions schedule and/or this definitions schedule, as the context requires.

Delivery Location means, in respect of the Cash Delivery Service, the location for delivery of the cash as specified by the Customer.

Direct Debit Management Service means a service provided by the Bank whereby the Bank co-ordinates on behalf of the Customer Mandates and related payments.

Direct Debit Mandate means an authority from the Customer to the Bank for electronic transfer of funds from an Account in the form required by the Bank.

Direct Debit Service means a service provided by the Bank for the electronic transfer of funds from an Account to the relevant payee as instructed by the Customer under a Direct Debit Mandate.

Electronic Banking Channel means any internet/online or similar Channel established by the Bank which enables the Customer to access its Account(s), utilise any Services and/or give Instructions.

Fee Schedule means any fee schedule or fee schedule in any letter of offer in respect of any fees for the opening, operation and maintenance of any Account or the provision of any Service.

Force Majeure Event means any event beyond the Bank's reasonable control, including, without limitation:

- (a) fire, flood, earthquake, storm or other natural event;
- (b) strike or other labour dispute;
- (c) war, insurrection, terrorism or riot;
- (d) acts or failure to act by any Authority;
- (e) changes in Law or any order of any Authority;
- (f) any failure, disruption or interference failure of any telecommunications, electricity supply and other utilities;
- (g) any technical failures, disruptions or interference to any computer system or equipment or any Channel (whether caused by hardware or software); and
- (h) any failure, disruption or interference of any Service provided by the Bank or any Third Party or Third Party System.

Foreign Currency Account means an Account denominated in a currency which is not the currency of the jurisdiction in which the Account is held.

Information means the content of any SWIFT Message sent by the Bank to the Customer.

Instructions mean all requests and instructions (including any standing instructions) relating to an Account or a Service given by the Customer (or where applicable the Agent) and received by the Bank through any Channel (whether preferred or non-preferred) or any other means as agreed between the Bank and the Customer and "Instruction" means any of the same.

InstaCredit Service means a service provided by the Bank to the Customer whereby the Bank credits an Account for the full or partial amount of any funds which are anticipated to be received by the Bank for the account of the Customer prior to the Bank actually receiving those funds in full.

Instrument means cheques (including PDCs), demand drafts, pay orders and any other instruments of a similar nature.

Interest Optimisation Accounts means each account involved in an Interest Optimisation Service.

Interest Optimisation Participants means affiliates of the Customer which participate in an Interest Optimisation Service.

Interest Optimisation Service means a service provided by the Bank whereby the Bank provides the Customer with a rate of interest based on balances across its Accounts or accounts of its affiliates with the Bank.

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Interest Reallocation Service means a service provided by the Bank whereby the Bank acts in accordance with the Instructions of the Customer to pay interest on credit balances in one or more Accounts as Instructed by the Customer instead of another or other Accounts.

International Payment means (i) a payment made from an Account to a payee account in a different country from the country in which such Account is held or (ii) a payment made in a currency other than the domestic currency of the country in which such Account is held and/or currency that is not supported by local clearing.

Invalid Instrument means an Instrument rendered invalid as determined by the Bank for any reason, including, but not limited to reasons such as, damage to the Instrument (including wear and tear), invalid execution of the Instrument, the Instrument becoming stale, the Customer not having valid title to the Instrument, there not being sufficient funds for clearing of the Instrument or the cancellation or stop-payment of the Instrument.

Law means any treaty, law, statute, rule, regulation, court order or standard of any Authority or any request, order, directive, guideline, notice, code, decision or statement of policy or practice of any Authority having the force of law or, if not having the force of law, in respect of which compliance in the relevant jurisdiction is customary.

Lockbox means a designated location at the Bank or at any other location (including that of a Correspondent) as may be mutually agreed between the Customer and the Bank, for the collection and safekeeping (until processing) of any Instruments deposited by various payors in favour of the Customer.

Lockbox Service means a service provided by the Bank whereby the Bank provides to the Customer a facility to have Instruments deposited at a Lockbox or for electronic payment instructions to be collected and processed by the Bank and which may also include Cheque Collection Services and services for cheque clearing and processing, data capture, invoice reconciliation and the provision of reconciliation reports.

Loss means any loss, liability, damages, costs (including legal costs on a full indemnity basis), claims, proceedings or damages of any kind arising out of contract, tort, statute or otherwise and expenses (including direct, indirect and consequential losses, loss of profit and loss of goodwill), and whether foreseeable or not.

MACUG Service means the SWIFT Member Administered Closed User Group environment service administered by the Bank and set up between the Customer, Bank and other Authorised SWIFT User.

Mandate means an authority from a third party (which may be a customer of the Customer) to its bank for electronic transfer of funds from an account of such third party to the Customer.

Master Account means an account designated as the master account in respect of a Sweep Service.

Merchandies Trade includes sale or purchase of goods, import or export of goods, procurement of goods, Letter of Credit or documentary collection related to goods trade, prepayment of goods, etc.

Multi-Entity Sweep Service means a service provided by the Bank involving movement of funds between Accounts of the Customer and accounts of the Customer's affiliates.

Notional Pooling Accounts means each account involved in a Notional Pooling Service.

Notional Pooling Participants means affiliates of the Customer whose accounts are involved in a Notional Pooling Service.

Notional Pooling Service means a service provided by the Bank whereby balances of designated accounts of the Customer or its affiliates denominated in one or more agreed currencies are notionally pooled for the purposes of interest calculation.

OTC Banking means over the counter banking at a branch of the Bank.

Participating Account means an account designated as a participating account in respect of a Sweep Service.

PDC means post-dated cheque.

PDC List means a list containing the following details:

- (a) cheque numbers and dates of the PDCs;
- (b) drawers of the cheques; and
- (c) amount of the PDCs.

Post-dated Cheque Management Service means a service provided by the Bank for the warehousing and management of PDCs.

Potential Termination Event means any event which, with the giving of notice or the lapse of time or both, would constitute a Termination Event.

Purchase and/or Discounting Service means a service provided by the Bank to credit the Account of the Customer for the full amount or for part of the amount, respectively, of Instruments and certain receivables of the Customer prior to the clearing or value date.

Relevant Liquidity Service means any of the Cross-Border Sweep Service, Multi-Entity Sweep Service, Interest Optimisation Service, Interest Reallocation Service and Notional Pooling Service.

Reporting Services mean a service provided by the Bank for the collection and sending of balance and transaction information relating to an Account or one or more accounts of the Customer with a third party bank and the reporting of such information to the Customer.

Sanctions means any economic or trade sanctions, imposed by any Authority.

SCORE means the standardised corporate environment service set up and administered by SWIFT.

Security means any mortgage, lien, charge or other security.

Security Device means security token, electronic key or similar device.

Service means any service, facility, loan, overdraft, extension of credit or any other product, assistance or support whatsoever provided by the Bank to the Customer.

Service Partner means a person the Bank selects from time to time to receive communications (including Instructions) sent by the Customer, via ANZ FileActive (Host-to-Host), for processing and onward transmission to the Bank.

Service Schedule means any specific conditions applying to a Service as documented in a specific service schedule and/or such service schedule, as the context requires.

Service Trade includes public utility, rent, audit fee, hotel and accommodation fee, legal fee, advertising and promotion fee, copyright and license fee, wages service contract fee, design fee, research and development fee, registration fee, medical expenses, etc.

Sweep Participants means affiliates of the Customer whose accounts are involved in a Multi-Entity Sweep Service.

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Sweep Services means a service provided by the Bank involving movement of funds between Accounts held in the same jurisdiction with a view to concentrating cash positions into a single position or for centralising liquidity.

SWIFT means S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium.

SWIFT Agreement means any agreement between SWIFT and the Customer (or its Authorised SWIFT User) or the Bank, as the case may be, in relation to the use of the SWIFT Messaging Services.

SWIFT Documentation means the SWIFT terms, conditions, rules, policy, guides and procedures applicable to the SWIFT Messaging Services or to the sending and receiving of SWIFT Messages, as incorporated into the SWIFT Agreement or notified to the Customer (or its Authorised SWIFT User) by SWIFT or the Bank from time to time.

SWIFT Message means an electronic communication, message or file sent or appearing to have been sent using the SWIFT Messaging Services.

SWIFT Messaging Services means SWIFT's messaging services which are available to exchange SWIFT Messages between the Customer or Authorised SWIFT User from time to time, including through SCORE or a MACUG Service.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Termination Event means, in respect of the Customer, the occurrence of any of the following events:

- (a) *Breach of Agreement*. Failure by the Customer to comply with, perform or observe any term or condition contained in the Agreement and such failure is not remedied on or before the fourteenth calendar day after notice of such failure is given by the Bank.
- (b) *Bankruptcy*. The Customer (i) is dissolved, becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (ii) makes a general assignment, arrangement or composition with or for the benefits of its creditors; (iii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors rights, or a petition is presented for its winding-up or liquidation; (iv) has a resolution passed for its winding-up, official management or liquidation; (v) seeks or become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for any or substantially all of the Customer's assets; (vi) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced, sued on or against all or substantially all of its assets; (vii) is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (vi) above (inclusive) or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts or circumstances;
- (c) *Material Adverse Change*. There is a material adverse change in the Customer's financial position which the

Bank, in its sole and absolute discretion, has determined may affect the Customer's ability to comply with its obligations under the Agreement; and

- (d) *Illegality*. An event or circumstance occurs in relation to either party where it becomes, or with the lapse of time will become, unlawful, for any reason whatsoever, for a party to perform any absolute or contingent obligation to make a payment or delivery under the Agreement or to comply with any other material provision of the Agreement.

Third Party means any independent contractor or agent, including, but not limited to, an intermediary, correspondent or partner bank (whether or not located in the Customer's or the Bank's country of incorporation or establishment).

Third Party System means any payment, clearing, settlement or other system as provided by or established with one or more Third Parties.

Users mean any persons identified as "Users" in connection with the Electronic Banking Channel in the Account Opening Documentation or as notified by the Customer to the Bank in a manner approved by the Bank.

User Code means identifiers and/or security devices or prescribed security procedures relating to the Customer's access to and/or use of ANZ FileActive (Host-to-Host), which may include any digital certificate(s), unique identifiers, user name(s) and/or password(s), electronic signatures or other security information or procedures agreed between the Bank and the Customer from time to time, which identify a user of ANZ FileActive (Host-to-Host) as an Authorised User. A "valid User Code" means a User Code which has been issued to the Customer (or, if applicable, selected by the Customer) for use in respect of ANZ FileActive (Host-to-Host) and which has not been notified to the Bank as being compromised.

User Guides means all (if any) customer guides, manuals or similar documents made available by the Bank to the Customer from time to time in relation to the SWIFT Messaging Services, as they may be amended by the Bank or any of its affiliates from time to time.

Virtual Account Numbers means dummy account numbers assigned to the payors of the Customer.

Vault means a centralised vault facility with specifications as agreed from time to time with the Customer.

Withdrawal means, in respect of any Account, any withdrawal or transfer of funds from such Account.

