

# RENMINBI SERVICE SCHEDULE PAPUA NEW GUINEA

## 1. APPLICATION

- 1.1 This document constitutes a Service Schedule as referred to in the ANZ General Banking Conditions. The provision of this Service Schedule apply where the Bank provides its Customer with one or more Accounts denominated in Renminbi (“RMB”) (each an “RMB Account”) or Services in respect of RMB (including but not limited to deposits, withdrawal, exchange and remittance) (each an “RMB Service”).
- 1.2 This Service Schedule supplements the ANZ General Banking Conditions. Unless defined in this Service Schedule, capitalised terms used in this Service Schedule have the meanings given to them in the Definitions Schedule.

## 2. RENMINBI ACCOUNTS AND RMB SERVICES

- 2.1 RMB is subject to exchange rate risk and is currently not freely convertible. Fluctuations in the exchange rates could adversely impact the amount of interest earned (if any) on the RMB Account. Provision of RMB Accounts and RMB Services are subject to the relevant regulatory, and other policy requirements and restrictions applicable to RMB. Any deposits into or withdrawal from RMB Account (unless transferred to another RMB Account) shall be by way foreign exchange conversion into PNG Kina or US dollars only at the Bank’s prevailing exchange rate.
- 2.2 The provision of RMB Accounts and RMB Services are subject to
- a) any banking or foreign exchange dealing licence held by the Bank, the Central Banking (Foreign Exchange and Gold) Regulation (Chapter 138) as amended from time to time, as well as any other applicable laws, notices, rules, regulations, policies, circulars, manuals and guidelines issued or imposed by any regulatory authority including but not limited to the Bank of Papua New Guinea, government agency, clearing or settlement bank or agent, custodian or professional body governing RMB related activities and services from time to time, each as may be amended or updated from time to time (“Applicable Provisions”); and
- b) the internal policy of the Bank at the material time.
- 2.3 The Bank is entitled to reject the Customer’s deposits, exchange or remittance or other Instructions if, in the Bank’s opinion, such Instructions are in violation of the Applicable Provisions or the Bank’s internal policies.
- 2.4 In connection with any RMB Service that involves transactions cleared or settled through the RMB clearing and settlement system established in Hong Kong, the Customer:
- a) acknowledges that the provision of such RMB Service and the operation of the RMB clearing and settlement system will be subject to:
- (I) any agreement for clearing and settlement of RMB in Hong Kong entered into between Australia and New Zealand Banking Group Limited, Hong Kong Branch and any clearing bank or agent, as amended from time to time (“Settlement Agreement”);
- (II) the RMB Clearing House Rules; and
- (III) the RMB Operating Procedures, (collectively, the “Settlement Rules and Regulations”), as the same may be modified from time to time;

- b) agrees, if there is any inconsistency between the RMB Service Schedule, any internal policy of the Bank, the Applicable Provisions and the provisions of the Settlement Rules and Regulations, then, to the extent permitted by law, the order of priority for the purpose of construction is as follow:
- (I) the Settlement Rules and Regulations;
- (II) the Applicable Provisions;
- (III) this Service Schedule; and
- (IV) any internal policy of the Bank;
- c) agrees that, without prejudice to (b) above, the Hong Kong Monetary Authority (“HKMA”) shall not owe any duty or incur any liability to the Customer in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
- (I) anything done or omitted to be done by the HKMA bona fide or by the settlement institution of the Renminbi clearing and settlement system, Hong Kong Interbank Clearing Limited (“HKICL”), any Member (as defined in the RMB Clearing House Rules) or any other person in the management, operation or use of the Clearing House (as defined in the RMB Clearing House Rules) or the Clearing Facilities (as defined in the RMB Clearing House Rules) or any part of any of them; and/or
- (II) by the giving of any consent, notice, advice or approval in relation or pursuant to the RMB Clearing House Rules and the RMB Operating Procedures referred to therein (as the same may be modified from time to time).
- 2.5 All RMB Services and RMB Accounts are subject to the availability of RMB and any maximum amount per customer per day requirements, any maximum amount per transaction requirements and any other restrictions or limits imposed by the Bank from time to time. The Bank is authorised to transfer any excess amount in the Customer’s RMB Account(s) to any other account(s) maintained by the Customer with the Bank at any time, or dispose the excess amount in any other manner as the Bank thinks fit without prior notice to the Customer.
- 2.6 The Customer represents and warrants to the Bank that it is, and will be at all times, the sole beneficial owner of all RMB Accounts opened from time to time.
- 2.7 The Bank is entitled:
- a) to revise the RMB Service Schedule or introduce additional terms and conditions applicable to the RMB Accounts and RMB Services which shall be binding on the Customer; and
- b) to terminate or cancel any RMB Accounts or RMB Services the Customer holds with the Bank and/or transfer or convert any amount in the Customer’s RMB Accounts in order to comply with the Applicable Provisions, the Settlement Rules and Regulations and the RMB Service Schedule applicable to RMB Accounts and RMB Services (as amended from time to time), without prior notice to the Customer.

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- 2.8 The Customer acknowledges and agrees that the Bank is entitled to report and disclose all and any transactions and information relating to the Customer, the RMB Accounts or RMB Services to the relevant regulatory authorities, government agencies, clearing or settlement bank(s) or agent(s), or professional bodies (whether situated in Papua New Guinea, Hong Kong or otherwise) as may be required by the Settlement Rules and Regulations or the Applicable Provisions without prior notice to the Customer.
- 2.9 The Bank may, from time to time, set restrictions on the RMB Account (including without limitation, Withdrawal or deposits limits), and such restriction shall be notified to the Customer.
- 2.10 The Bank does not provide advice as a service nor do the Bank act as the Customer's adviser or fiduciary in relation to the RMB Accounts and RMB Services. The Bank is not responsible or liable for any losses which the Customer may incur or suffer as a result of, in connection with, or arising from any transaction or service under the RMB Service Schedule, or information on investments or markets (such as research reports, market trends, investment analysis or commentary) provided to the Customer in connection with such transactions or services. The Customer acknowledges that it has made and will make an independent assessment of each and all transactions, and all decisions with respect to entering into any transaction under the RMB Service Schedule. Any such transactions entered into by the Customer shall be in reliance upon only the Customer's own judgment and not in reliance of any representations, suggestions, recommendations or information (whether written or oral) by the Bank or any of its employees or agents or any research produced by the Bank or the Bank Group Member.

## 3. RMB TRADE SETTLEMENT TERMS

- 3.1 In connection with any RMB Account designated as a trade settlement account (an "RMB Trade Settlement Account"), the Customer
- a) represents and warrants it has been and is engaged in the business of cross border trade with such entities of the People's Republic of China (excluding Hong Kong, Macau and Taiwan, "Mainland China") as approved from time to time by applicable regulatory authorities ("Trade Entities");
  - b) represents that the beneficiary of the payment is eligible to receive a payment denominated in RMB;
  - c) understands that the RMB Trade Settlement Accounts are solely intended to be opened for conducting cross-border trade settlement into and out of Mainland China with Trade Entities, or such other transactions as allowed under the applicable Law and that the Bank is fully authorised in its sole discretion (but not obliged) to
    - (i) reject the Customer's deposit, exchange, remittance or other transaction instructions and/or
    - (ii) close the RMB Trade Settlement Account(s) if, in the opinion of the Bank, the transactions do not appear to relate to any actual or genuine cross-border trade transaction with a Trade Entity or the Customer appears to be engaged in RMB exchange services in a disguised way for personal use. The Bank shall not be liable for any losses, costs, expenses or charges or other consequences arising or suffered by the Customer as a result of the Bank taking any such steps; and

- d) agrees to make available to the Bank all necessary documentation evidencing the underlying trade transaction within 2 Business Days upon request by the Bank.

## 4. RENMINBI TELEGRAPHIC TRANSFERS

- 4.1 In connection with telegraphic transfer into and out of Mainland China, (without prejudice to Clause 3 above) the Customer:
- a) represents that the beneficiary is registered in Mainland China and is a corporate entity;
  - b) represents and warrant that the beneficiary is eligible to receive a payment denominated in RMB,
  - c) agrees to provide the Bank all documents evidencing the authenticity of an underlying trade transaction within 2 Business Days upon request by the Bank.
  - d) agrees that it shall retain all documentary evidence evidencing the authenticity of the underlying transaction for at least seven (7) years from the date of the relevant RMB payment;
  - e) acknowledges that the Bank has the right not to process the request if the Customer is unable to provide the documentary evidence as requested by the Bank;
  - f) agrees to provide the Bank with 12 digit beneficiary bank's CNAPS code.
- 4.2 This RMB Service is subject to the availability of RMB currency to the Bank.
- 4.3 The Customer accepts all responsibility for delays and/or losses on exchange repatriation should the payment be deemed a non eligible payment on receipt by the beneficiary's bank in Mainland China.

## 5. DEPOSIT INSURANCE

RMB Accounts are excluded from insurance coverage.