

# e-FX SERVICE SCHEDULE

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## 1. APPLICATION

- 1.1 This document constitutes a Service Schedule as referred to in the Conditions. The provisions of this Service Schedule apply where the Bank provides e-FX Services to the Customer.
- 1.2 This Service Schedule supplements the Conditions. Unless defined in this Service Schedule, capitalised terms used in this Service Schedule have the meanings given to them in the Definitions Schedule.
- 1.3 Notwithstanding Clause 12.8(b) of the Conditions, in the event of any inconsistency between this Service Schedule and any other documents listed in Clause 12.8(b) that may otherwise apply to the provision of the e-FX Services, the terms of this Service Schedule will take priority.

## 2. FX TRANSACTIONS

- 2.1 e-FX Services facilitate the Customer entering into and managing FX Transactions electronically through ANZ Transactive.
- 2.2 The foreign exchange transactions that are facilitated through e-FX Services are:
  - (a) Value Today Transactions;
  - (b) Value Tomorrow Transactions;
  - (c) Spot Transactions;
  - (d) Forward Transactions; and
  - (e) such other foreign exchange or currency transactions that the Bank agrees to facilitate through e-FX Services from time to time, (each an “FX Transaction” and together “FX Transactions”).
- 2.3 The Bank will provide the Customer with instructions for the operation and use of ANZ Transactive and the Customer agrees to use ANZ Transactive strictly in accordance with the instructions and this Service Schedule.
- 2.4 The Bank may act and process all Electronic FX Instructions issued or transmitted through ANZ Transactive without further consent, reference or notice.
- 2.5 The Bank may treat Electronic FX Instructions as authentic and is under no obligation to investigate

the authenticity or authority of persons issuing or transmitting Electronic FX Instructions or verify the accuracy of the Electronic FX Instructions.

## 3. FX AUTHORISED USERS

- 3.1 Only the section headed e-FX Services in the “Authorised Persons and User Guide” will apply with respect to FX Authorised Users.
- 3.2 In order to utilise e-FX Services, the Customer must nominate individuals to act as its FX Authorised Users.
- 3.3 The Customer is responsible for the appointment, termination and administration of the FX Authorised Users. The Customer must ensure that each FX Authorised User has the appropriate authorisations as may be required for the FX Authorised User to:
  - (a) give, on behalf of the Customer, binding Electronic Instructions to the Bank through ANZ Transactive;
  - (b) agree, on behalf of the Customer, to enter into FX Transactions with the Bank; and
  - (c) agree, on behalf of the Customer, to make changes to the terms of existing FX Transactions with the Bank.
- 3.4 The Bank will contact each new FX Authorised User nominated by the Customer in order to carry out any “know your customer” procedures and provide necessary access procedures and security information to allow the FX Authorised User to access ANZ Transactive.
- 3.5 The Customer shall ensure that each FX Authorised User:
  - (a) is competent, can access, operate and use ANZ Transactive;
  - (b) complies strictly with all obligations imposed on the Customer by the Bank under this Service Schedule and the Conditions and such reasonable requirements and instructions as the Bank provides to the Customer or to FX Authorised Users from time to time.
- 3.6 The Customer acknowledges that it shall be responsible and remain liable for all acts and FX Transactions of each FX Authorised User with respect to the e-FX Services.

- 3.7 The Customer represents and warrants that the FX Authorised User has the authorisations referred to in Clause 3.3 on each occasion when it gives an Electronic FX Instruction or when an FX Transaction is agreed through the e-FX Service.
- 3.8 The termination of appointment of any FX Authorised User will not be effective until it is processed by the Bank. ANZ will endeavour to process such instructions promptly however the Customer should take reasonable steps to withhold or monitor access to ANZ Transactive after such time that the Customer has determined to terminate the appointment of an FX Authorised User.

#### 4. ENTERING INTO FX TRANSACTIONS AND MANAGING FX TRANSACTIONS

- 4.1 The Customer may, by way of an Electronic FX Instruction given through ANZ Transactive:
- request the Bank to enter into a new FX Transaction with the Customer; or
  - request the Bank to extend the term of an existing FX Transaction to a future settlement date ("**extension request**"); or
  - request the Bank to reduce the term of an existing FX Transaction and bring forward the settlement date of that FX Transaction ("**pre-delivery request**").
- 4.2 The Bank may, in its sole discretion, decide within a reasonable time to make an electronic offer through ANZ Transactive in response to the Customer's electronic request through ANZ Transactive to enter into a new FX Transaction, or to enter into an extension request or a pre-delivery request.
- 4.3 If the Bank does not intend to make an electronic offer to enter into a new FX Transaction, or to enter into an extension request or a pre-delivery request it will notify the Customer as soon as reasonably practicable (such notification may be given electronically including via ANZ Transactive).
- 4.4 Where the Bank provides an indicative rate to the Customer through ANZ Transactive it does not constitute an electronic offer to enter into an FX Transaction at that rate and the Bank is not bound to complete the FX Transaction at that rate.
- 4.5 The Customer may accept the Bank's electronic offer by communicating its acceptance to that offer by way of an Electronic FX Instruction through ANZ Transactive.
- 4.6 A binding FX Transaction is formed through ANZ Transactive when the Bank receives the Customer's electronic acceptance by an Electronic FX Instruction through ANZ Transactive. Upon formation of the binding FX Transaction, the terms of the FX Transaction shall comprise those evidenced in the Confirmation together with those set out in the Master Dealing Agreement.

- 4.7 The Bank will be deemed to have received the Customer's acceptance of the Bank's electronic offer when:

- the Electronic FX Instructions containing the Customer's acceptance enters the ANZ Transactive database;
- a deal record is created by the ANZ Transactive database; and
- a deal number is generated by the ANZ Transactive database.

The electronic deal acknowledgement issued by ANZ Transactive does not constitute a "Confirmation" as referred to in a Master Dealing Agreement. The Customer must notify the Bank if it does not receive an electronic deal acknowledgement within one Business Day of the date on which the Customer has sent an acceptance by Electronic FX Instruction to the Bank.

- 4.8 The Customer acknowledges and agrees that:

- the transmission of the electronic acceptance through an Electronic FX Instruction may not be received by the Bank for reasons beyond either party's reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure;
- the Bank may act on and process all Electronic FX Instructions issued or transmitted through ANZ Transactive by each FX Authorised User without any further reference, consent or notice;
- any action taken or Electronic FX Instruction given by an FX Authorised User through ANZ Transactive will bind the Customer; and
- the Bank may treat all Electronic Instruction as authentic and has no obligation to investigate the authenticity or authority of persons issuing or transmitting the Electronic Instructions unless the Bank is on actual notice that the Electronic Instructions are not authentic or where the Bank has been notified that an Electronic Instruction should not be relied upon.

- 4.9 To the extent permitted by law, the Bank shall not be liable to the Customer for any Loss suffered or incurred or which may arise from or in any way connected to:

- your use of the eFX Services including the transmission of Electronic FX Instructions through ANZ Transactive;
- any delay or any failure to receive an Electronic FX Instruction for whatever reason;
- the interception of any instructions or information transmitted by you via ANZ Transactive or any unauthorised use of ANZ Transactive; or
- a delayed payment if the Bank acted on an Electronic Instruction in good faith;

except that the Bank shall remain liable to the Customer for any direct Loss to the extent that such Loss is caused by the negligence, willful misconduct or fraud of the Bank, its agents or representatives or appointed receivers. Neither the Bank nor the Customer will be liable to the other party for any Indirect Loss.

## 5. CONFIRMATION OF FX TRANSACTIONS

- 5.1 After a binding FX Transaction is formed through ANZ Transactive, the Bank will issue a Confirmation to the Customer in accordance with the terms of the Master Dealing Agreement.
- 5.2 The existence of a binding FX Transaction entered into by the Customer through ANZ Transactive is not conditional on either the issuance of, or receipt of a Confirmation.

## 6. USE OF DATA

- 6.1 The Customer acknowledges that the Bank's information systems will record and track the use of ANZ Transactive and unless the Customer notifies the Bank otherwise, the Bank may use such information for its internal purposes including but not limited to:
  - (a) providing the Customer with information about products and services; and
  - (b) enhancing the services offered through ANZ Transactive.
- 6.2 The Customer acknowledges that the Bank may disclose information supplied through ANZ Transactive to third parties provided that the Bank will only disclose such information to third parties in general terms where the Customer cannot be specifically identified.

## 7. DEFINITIONS

In this Service Schedule:

**ANZ Transactive** means the Electronic Banking Channel made available by the Bank to the Customer referred to as ANZ Transactive Global.

**Confirmation** means a document that outlines the commercial details of the FX Transaction issued by the Bank and as referred to in the Master Dealing Agreement.

**e-FX Services** means the service comprising the facilitation of the execution of FX Transactions between the Bank and the Customer or the amendment to the terms of existing FX Transactions between the Bank and the Customer, in either case through Electronic FX Instructions provided to ANZ through ANZ Transactive. e-FX Services are a "Service" for the purposes of the Conditions.

**Electronic FX Instructions** means all requests and instructions given by the Customer through ANZ Transactive with respect to an FX Transaction or the e-FX Services. An Electronic FX Instruction is an "Instruction" for the purposes of the Conditions.

**Forward Transaction** refers to a foreign exchange contract or transaction with a settlement date more than two Business Days after the trade date.

**FX Authorised User** means (i) a person appointed and authorized by the Customer to use ANZ Transactive for the purpose of utilising e-FX Services and (ii) a person appointed and authorized by the Customer to use a predecessor e-FX service offered by the Bank where the Bank has notified the Customer that such person has been migrated to ANZ Transactive and is treated by the Bank as an FX Authorised User of the Customer.

**FX Terms and Conditions** means the latest document titled "Terms and Conditions for Trading in Foreign Exchange and Derivative Transactions" or similar document for trading foreign exchange transactions and derivatives issued by the Bank to the Customer.

**FX Transaction** has the meaning given in Clause 2.2 and is a Transaction as defined in the relevant Master Dealing Agreement.

**ISDA Master Agreement** means an International Swaps and Derivatives Association, Inc. Master Agreement.

**Master Dealing Agreement** means, as applicable either the ISDA Master Agreement or FX Terms and Conditions between the Bank and the Customer.

**Spot Transaction** refers to a foreign exchange contract or transaction with a settlement date that is two Business Days after the trade date.

**Value Today Transaction** refers to a foreign exchange contract or transaction with a settlement date that is the same day as the trade date.

**Value Tomorrow Transaction** refers to a foreign exchange contract or transaction with a settlement date that is one Business Day after the trade date.