

DISCLOSURE REGARDING ANZ'S ROLE  
IN THE WHOLESALE FIXED INCOME,  
CURRENCY AND COMMODITIES (FICC)  
MARKETS

February 2023

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## PURPOSE OF THIS NOTICE

Australia and New Zealand Banking Group Limited, a company incorporated in Australia, acting through its various branches and affiliates (**ANZ**) operates as a dealer and market maker undertaking and providing a wide range of financial services and products to counterparties in the wholesale fixed income, currency and commodities (**FICC**) markets.

The purpose of this notice is to provide clarity on the nature of ANZ's trading relationship with you when undertaking transactions in the wholesale FICC markets. This notice also explains:

- how we will transact with and communicate with you including in relation to requests for quotes or prices, placement of orders and all other expressions of interests that may lead to the execution of transactions;
- how we manage potential or actual conflicts of interest when undertaking trading and market making activities;
- our pricing and how we determine mark-up;
- our automated trading channels including our last look practices;
- our practices regarding benchmark orders; and
- how we handle confidential and other information.

The nature of obligations owed to you may vary depending on the products ANZ trades with you, the precise nature of your relationship with ANZ and the jurisdiction(s) in which the relationship is maintained. When you enter into transactions with ANZ in the wholesale FICC markets it will be on the terms contained within any trading documentation we have entered into with you, any ANZ terms of business or specific disclosures or notices we have provided to you and, except to the extent expressly agreed with you, on the terms disclosed in this notice. This notice is not intended to exclude or override any mandatory obligations that ANZ may owe to counterparties under any applicable law or regulation.

ANZ is committed to acting with the highest levels of integrity and professionalism in its role as a dealer and market maker in the wholesale FICC markets. ANZ maintains policies and procedures to provide confidential channels for personnel and external parties to raise concerns about potentially improper practices and behaviours and ANZ investigates and responds to such reports as appropriate. If you wish to raise a concern or have questions after reading this notice or in relation to our dealings with you, we encourage you to contact your senior ANZ representative.

## NATURE OF OUR TRADING RELATIONSHIP

### Dealing as Principal

Unless ANZ otherwise agrees or notifies you before entering a transaction, ANZ will only participate in the wholesale FICC markets and undertake transactions in a principal capacity with you, including where you act as agent for another principal. This means that we act on an arm's-length basis, for our own account. We do not act as your broker, agent, fiduciary, advisor or in any other similar capacity. As such, we do not undertake any of the duties that an entity acting in those capacities would ordinarily perform.

### No recommendations or advice

Any statement made or views expressed by ANZ should not be construed as recommendations or advice. You are expected to independently evaluate the appropriateness of any transaction or strategy based on your own objectives and circumstances as well as your own assessment of the merits of the transaction or strategy. Where appropriate, you should seek your own independent financial or legal advice before entering into a transaction with ANZ or executing a strategy.

### Authority to trade

When ANZ transacts with you, we rely on the apparent authority of your employees, representatives, advisers, and agents who communicate with us on your behalf.

## TRANSACTING WITH YOU

### Placing orders

A counterparty may submit a request, or instruction to enter into a transaction with ANZ (an **order**) in response to a specific quoted price or, alternatively, a counterparty may submit an order with terms that permit ANZ to exercise its discretion as to the price, time or size at which ANZ agrees to enter into the transaction.

Counterparties may choose to attach parameters to their orders for example, 'at-best' orders, 'limit/leave' orders, or 'stop loss' orders. In placing these orders counterparties are required to specifically state the time validity of the order.

### Acceptance and execution of orders

Receipt of an order or an indication by ANZ that it will work or is working an order does not commit ANZ to accept or act upon any part or all of the order in any particular way. In accepting your order or by indicating that we will work your order, ANZ is indicating its willingness to attempt to enter into a transaction with you within the parameters requested by you. Regardless of the parameters or conditions attached to your order, in all cases

ANZ will attempt, but is not committed to execute a transaction at or near the requested price and/or quantity. No transaction or contract results from an order until we tell you that we have filled or executed against some or all of the order, at which point you assume the risks associated with the filled or executed order.

Where orders are received by an electronic platform or application programming interface that ANZ uses for execution, the orders will be time stamped with the date and approximate time of receipt. Where ANZ receives orders manually or by voice execution, these will be time stamped with the date and time as soon as reasonably practicable after receipt of the order. These records are subject to the impact of latencies, including operational latencies or other latencies that may be inherent in the communication channel through which orders are delivered to, or received by, ANZ.

ANZ is not under any obligation to execute any orders at any given levels, including indicative levels shown by ANZ in its own or third party platform or because other institutions have done so or based on any rates or prices displayed on a third party venue or any third party's rates or prices in the market.

Unless otherwise expressly agreed or otherwise expressly provided for under local laws, ANZ will exercise its discretion in deciding which orders it will be willing to accept and execute, when it will be willing to accept and execute them, and how it will execute them, including whether to execute all or part of the order and with respect to how to satisfy its counterparties' orders, including order execution, aggregation, priority and pricing. A number of factors will be taken into consideration by ANZ when exercising its discretion, as principal, to accept and execute an order, including the prevailing market conditions, the availability of liquidity at levels necessary to execute your orders or trade requests, ANZ's own risk appetite and its trading strategy. In some cases, liquidity conditions may restrict ANZ's ability to fill the full amount of outstanding orders, resulting in partial fills.

In executing your order ANZ may fill your order from its own inventory or look to external sources of liquidity to satisfy both your order, competing orders from other counterparties and its own competing trading interests. Orders for FICC products will be executed by ANZ promptly and in a fair and expeditious manner, relative to other client orders or the trading interests of ANZ.

Except for Spot FX orders (including any spot component of a transaction and orders to execute against a benchmark), comparable orders for FICC products will be executed in accordance with the time of their receipt by ANZ. This means there is risk of your order not being filled in whole or part if comparable orders are received prior to your order. Comparable orders for Spot FX are managed for market execution on an aggregated

basis. This means that there is risk of your order not being filled in full even where your order is placed ahead of other comparable orders.

ANZ may choose to fill an order by taking all or part of the risk onto its own books without external market interaction. It may execute market transactions to provide liquidity manually or, if appropriate for the transaction, via algorithms, internalisation engines or any other electronic execution channels which apply a predetermined methodology. A counterparty may also request ANZ to execute an order by a specified execution method that is available and appropriate for its needs or circumstances. The use of a specific execution method does not guarantee any particular outcome or execution of any orders, and its result may depend on the validity of the assumptions and the prevailing market conditions. ANZ is not responsible for any choices a counterparty may make in selecting the execution method for its order. In filling your order ANZ may also execute transactions that are economically the same or similar to your order.

ANZ may refuse to accept any order which in ANZ's opinion cannot be fulfilled for any reasons, including but not limited to, where ANZ believes such order to be inappropriate; where there is inadequate market liquidity, where insufficient time is given to execute a potential order; or where such order carries excessive risk or is otherwise intended or has the ability to disrupt the market.

ANZ may return to you an accepted order at any time if it is unable to execute your order in whole or in part without stating the reasons.

ANZ is committed to providing its counterparties with transparency regarding their orders and transactions and makes information available to its counterparties in accordance with any applicable local terms of business.

### **Pre-hedging and hedging**

Following receipt of an order or an indication of interest from you that is likely to result in a transaction, ANZ may use that information to engage in pre-hedging and hedging activities to manage its risk in connection with such order and to facilitate your transaction or request. ANZ exercises its discretion in determining how, when and where to pre-hedge or hedge and in doing so will consider both internal and external sources of liquidity, prevailing market conditions and the size and nature of the anticipated transaction. When ANZ undertakes pre-hedging or hedging activities it will do so in a manner that is not intended to disadvantage your order or disrupt the market.

Any pre-hedging or hedging transactions that may be executed before, during and after receiving a pricing request or firm order from you, will be entered into by ANZ as principal and could be at different prices from the price of the transactions that ANZ executes with you. These transactions may affect the market price of or liquidity for the

product(s) you are buying and/or selling and may result in profit or loss to ANZ.

## ANZ'S TRADING AND MARKET MAKING ACTIVITIES

ANZ acts as a 'market maker' in various FICC markets. This means that it offers prices in a variety of currencies, assets or rates on a regular basis, to provide liquidity in and to facilitate execution of transactions in these financial instruments. As a market maker, ANZ manages a portfolio of counterparties' competing interests, as well as for ANZ's own interests. ANZ may, in addition to acting as a dealer or market maker, trade for its own account.

In carrying out its trading and market making activities:

- ANZ may trade prior to or alongside your transaction or another counterparty's transaction or may modify and/or terminate positions or otherwise take action for its own account to facilitate executions with other counterparties, to manage risk, to source liquidity or for other reasons; and
- ANZ may be trading in the same or related transactions, financial instruments, commodities, products, rates or currencies or establishing derivatives positions for its own account that are the same, similar or opposite to the positions of its counterparty.

It follows that ANZ's own transactions may or may not be related to any particular counterparty order and may be entered into for its own trading or risk management purposes. Generally, ANZ is not required to disclose that it is handling other counterparties' orders or its own trading, market making or risk management trades ahead of, at the same time as, or on an aggregated basis with, your order. ANZ has arrangements in place to manage potential conflicts of interest that might arise as a result of the receipt of information by ANZ through its trading or market making activities.

ANZ's trading, market making and risk management activities can have an impact on the prices ANZ is able to offer you or other counterparties on a transaction and the liquidity available to execute both your order and other counterparties' orders. ANZ's trading, market making and risk management activities can also affect the levels at which a benchmark or reference price or rate is set, which may trigger or prevent the triggering of stop loss orders, take profit orders, barriers, knock-outs, knock-ins and other similar order conditions. In conducting trading, market making and risk management activities, ANZ will endeavour to avoid undue market impact.

These activities may adversely affect market prices or liquidity and may conflict with the interests of our counterparties. ANZ has in place policies and procedures reasonably designed to

manage these conflicts and ensure its trading market making and risk management activities are conducted in a manner that would not disadvantage its counterparties.

## ALL-IN PRICING, INCLUDING MARK-UP

Unless otherwise expressly agreed, any firm or indicative price you receive from ANZ is an "all-in" price, which is inclusive of any mark-up. Mark-up is the charge or spread (or sales margin) that may be included in the price of a transaction to compensate ANZ for certain risks taken, certain costs incurred and the services provided.

The all-in price you receive from ANZ takes into account:

- the price of the financial instrument (or equivalent) including any bid-offer spread;
- costs related to hedging of the transaction including venue fees, clearing and settlement fees and other fees paid to third parties involved in the execution of the transaction (**execution costs**); and
- sales mark-up.

The mark-up included in ANZ's all-in price is tailored to individual counterparties and is determined based on a broad range of standard commercial factors, including but not limited to:

- (i) product type and market characteristics, such as size of the transaction, the type of order, trading venues, and market conditions such as liquidity and volatility;
- (ii) ANZ's own internal costs such as hedging costs, transaction costs, funding costs, capital costs and overheads;
- (iii) ANZ's relationship with the counterparty, including the nature and extent of services previously provided or anticipated, and the credit worthiness of the counterparty; and
- (iv) ANZ strategy and return considerations.

As a result, ANZ has discretion to offer different prices to different counterparties for the same or substantially similar transactions, may provide different price quotations by trading platform, venue or communication method and may change any of its pricing strategies at any time without notice. Pricing will not however be differentiated, in and of itself, on the basis of client sophistication.

Mark-up will increase the price you pay for a transaction. For certain types of orders, such as limit orders, stop loss orders or at best orders, the addition of mark-up may delay or prevent the execution of your order or may impact the final price at which your order is filled or the quantity of your order that is filled at the price you requested.

Subject as provided below, ANZ is not generally required to disclose the amount of revenue it is expected to earn from a transaction nor is ANZ required to disclose components of its all-in price

for a particular transaction (including any specific amount of mark-up). Where ANZ is expressly required under local laws to make any such disclosures, it will do so in accordance with those local laws.

By disclosing a price to you, ANZ is not implying that it held, acquired, or would acquire, inventory to complete the transaction at the specified price level or that there exists a tradable market at that specified price level. ANZ may look for market opportunities that allow it to execute an order at your desired price and also earn a reasonable return for that activity, including addition of mark-up and execution costs. ANZ may also benefit from reduced transaction costs when executing an order through certain internal or external trading venues.

ANZ has policies, procedures and guidelines in place requiring that the mark-up charged to counterparties is appropriate, fair and reasonable considering applicable market conditions and ANZ's internal risk management practices and policies. ANZ personnel are required to act honestly, fairly, and professionally when determining mark-up.

## OUR AUTOMATED TRADING CHANNELS

### Electronic Trade Requests and "last look"

ANZ provides indicative pricing for transactions in the FICC markets via automated channels including ANZ's Direct API and various third party multi-dealer platforms. This notice supplements any specific access terms you have agreed with ANZ relating to our automated channels.

When an electronic request or order is submitted through an automated channel in response to ANZ's indicative pricing, ANZ may accept or reject the order at its sole discretion based on a number of automatically applied pre-trade price and validity checks, including credit checks, internal risk limits and price deviation. In these circumstances, if ANZ rejects an order, it may provide an alternative price that the counterparty may then accept or reject (this process, as described in more detail below, is otherwise known as **last look**).

Last look is a standardised verification and risk control mechanism for electronic pricing. It is used by ANZ to verify the validity and price of an order and provides ANZ with a final opportunity to accept or reject the order made against its quoted price. The validity check is intended to confirm that the transaction details contained in the order are appropriate from an operational perspective and the counterparty has sufficient available credit to enter into the transaction. The price check is intended to confirm whether orders are made at prices that are consistent with current prices and are within ANZ's price tolerance for execution. The refreshed price is compared to the order price and if the price has not moved in either direction

by more than the defined price tolerance, ANZ will accept the order. If the refreshed price differs from the order price by more than the defined price tolerance, ANZ will reject the order. These validity and price checks are applied immediately upon receipt of an order however could be briefly delayed due to latency, technology or operational constraints, market factors, or the channel of communication or execution platform used. ANZ does not apply additional hold times as part of the last look process.

Last look is applied symmetrically, which means that the rejection logic is applied for price movements in either direction and both parties to a transaction are protected from trading on non-current prices to the same degree.

ANZ will not conduct any trading activity, including pre-hedging, during the last look window which utilises information ascertained from counterparties' orders and will not use last look for the purpose of information gathering with no intention to accept the counterparty's order.

The purpose of last look is primarily to reduce the risk of trading on a stale price due to latency and technology constraints, to protect ANZ against certain trading behaviour such as aggregation, order splitting or previous quote selection, and as a risk control mechanism. By mitigating these risks, ANZ can offer tighter electronically streamed prices than would otherwise be the case.

Information about how a counterparty's order has been handled will be available on request.

### Algorithmic trading

For certain transactions you may be able to instruct ANZ to execute an order via ANZ's execution algorithms. In such cases, you should be aware that ANZ will enter into these transactions with you in a principal capacity and not as your agent.

ANZ currently offers execution algorithms for Spot FX transactions and you should contact ANZ for further information if this is of interest. Prior to using an electronic execution algorithm, you should independently assess the suitability of the algorithm and any associated parameters. The pricing, speed, and likelihood of executing an order using ANZ's algorithms can vary depending on the parameters you define including start time, limit price, trading style, or chosen strategy. ANZ's algorithms may be configured to execute against a mix of ANZ liquidity and/or external liquidity sources. ANZ reserves the right to add or remove external liquidity sources at its discretion depending on a range of factors including but not limited to fill probability, prevailing market conditions and the available liquidity in the market.

Counterparties who wish to place such orders will be required to agree to the specific terms on which access to ANZ's algorithms is granted. This notice will supplement any specific algorithm terms.

## ORDERS RELATING TO BENCHMARK PRICES AT SPECIFIED FIXING TIMES

You may submit an order for execution against a benchmark. Benchmark prices are determined by third parties unaffiliated with ANZ. Transaction based benchmarks are determined from actual transaction information in the relevant market for the specified rate, asset or currency pair (as applicable) during a defined time period immediately before and after the relevant time of day (commonly referred to as the **fixing window**). Contribution based benchmarks are determined from estimates of market rates or prices contributed by a number of appointed participants. ANZ may be one of the participants appointed to contribute to some benchmark prices.

Orders for execution against a benchmark are aggregated for execution by ANZ. When ANZ executes your order against a benchmark, ANZ will be entering into the transaction as principal and commits to executing the request at the relevant rate or price of a yet unknown rate or price prior to the actual fixing of the relevant rate or price, which is determined after the completion of the fixing window. The rate or price you receive from ANZ will be an all-in price or rate that includes the relevant benchmark rate plus a mark-up.

The acceptance and execution by ANZ of benchmark orders creates additional risks to ANZ which ANZ may manage by engaging in hedging activities prior to, during and post the fixing window. These hedging activities potentially impact the relevant benchmark rate.

The accumulation of benchmark orders together with activities of other market participants may lead to a concentration of substantial volume of transactions for execution against a certain benchmark, and this may impact market liquidity and, therefore, the benchmark rate.

ANZ may also engage in other transactions in the ordinary course of its business that are unrelated to benchmark prices, including market making activities, sourcing liquidity, hedging or mitigating exposure prior to execution of counterparties' orders. These activities may require execution of transactions during the fixing window, or at other times that may impact transactions relating to a benchmark price.

The use of reference prices in benchmark transactions potentially creates conflicts of interest between ANZ and its counterparties as described in the paragraphs above. ANZ has arrangements in place to manage the potential conflicts of interest that may arise from ANZ's participation in benchmark activities.

Orders relating to a benchmark are an example of a reference price transaction. Please also take

note of the disclosures under "Reference Price Transactions" below.

## REFERENCE PRICE TRANSACTIONS

You may request that ANZ execute a transaction with you against a reference price. This involves agreeing all terms of a transaction except the price, which is set later based on observation of a reference price.

If ANZ agrees to enter into a reference price transaction with you, our activity as a submitter or contributor to the reference price or our trading, market making and risk management activities in respect of transactions ahead of or around the fixing time of the reference price may adversely impact the level of the reference price.

While entering into a reference price transaction allows you to remove the uncertainty over the difference between the reference price and the execution price for the transaction, you bear the risk that market activity following entry into the reference price transaction (including any hedging activity prior to, during and post the reference time) could result in an adverse price movement for you before the reference time.

In executing reference price transactions with counterparties in the fixed income wholesale market, ANZ observes the core principles in the Standard on Reference Price Transactions published by the FICC Markets Standards Board (**FMSB**), available from [FMSB's website](#).

## CONFIDENTIALITY AND INFORMATION HANDLING

ANZ takes protection of counterparty information very seriously and has in place policies, procedures and controls designed to protect counterparties' confidential information.

### Counterparty and trading information

ANZ will not disclose counterparties' confidential information except to those internal or external parties who have a valid reason for receiving such information. In doing so ANZ will comply with all applicable laws and regulations as well as any agreed restrictions that may limit the disclosure.

ANZ may disclose counterparties' information (including confidential information) externally in certain circumstances which may include disclosure:

- to agents, market intermediaries (such as brokers or trading platforms) or other market participants to the extent necessary for executing, processing, clearing, novating, or settling a transaction;
- with the consent of, or at the request of, the counterparty;
- where it is required to be publicly disclosed under relevant law, rule or regulations, or as otherwise legally required by a relevant

regulatory or public authority, trade repository or central counterparty;

- at the request of a central bank acting for public policy purposes; and
- to advisors or consultants on the condition that they protect the confidential information in the same manner as ANZ does.

ANZ may disclose counterparty information (including confidential information) internally between its branches, its affiliates and service providers globally, but will only do so to those entities and individuals who have a valid reason for receiving such information. Counterparties should be aware that:

- ANZ's sales, trading, debt syndicate and relationship management staff may consult with respect to a counterparty's interests, trading behaviour, expectations, mark-up, spread, and any other relevant factors, on a "need-to know" basis;
- ANZ may extract, analyse and use appropriately anonymised and aggregated information regarding trade requests, orders or executed transactions, for purposes of ANZ's research services;
- ANZ may use the economic terms of a transaction to source liquidity and manage risk; and
- ANZ may extract, analyse and use information about counterparties' executed transactions on an individual and aggregate basis for a variety of internal purposes, including assessing the impact on the market, assessing profitability of potential and executed transactions, assessing market or counterparty interest in a potential transaction or issuance, counterparty risk management, sales coverage and counterparty relationship management.

### **Market colour**

ANZ may also analyse, comment on, and disclose appropriately anonymised and aggregated information regarding trade requests, orders or executed transactions and other data, together with other relevant market information, internally and to third parties as "market colour".

### **Telephone recording**

Communications between you and ANZ staff (including to and from ANZ staff landlines and mobile telephones) may be recorded for various purposes including to retain evidence of proposed transactions and so that ANZ can monitor compliance by its staff with ANZ policies.

### **OTHER DISCLOSURES**

You should review regulatory and other disclosures which are available at [Disclosures for Institutional and Corporate customers | ANZ](#)

### **ABOUT THIS NOTICE**

This notice replaces any earlier issued "Disclosure Regarding ANZ's Role in the Wholesale Fixed Income, Currency and Commodities Market".

This notice supplements any other bilateral agreements regarding transactions in the wholesale FICC markets that ANZ has entered into with you, including any master agreement or terms and conditions for financial instruments entered into between us and any applicable terms of business which apply to business conducted between you and ANZ.

This notice is available at

<https://institutional.anz.com/about-anz-institutional/disclosures> (**Disclosure Page**) and may be updated from time to time to address changing regulatory, industry and any other applicable developments. Please check the [Disclosure Page](#) to ensure you have the latest version.

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This notice is dated February 2023.

