

ANZ MONEY MARKET DEPOSIT TERMS & CONDITIONS - ASIA

June 2020

1. We may from time to time accept wholesale money market cash deposits from you. Your deposit constitutes your acceptance of these Conditions.
2. Any deposit made by you will be confirmed by a Swift message, or other form of confirmation as may be agreed between us from time to time. The confirmation will set out the date of the deposit, the currency, the amount, the agreed interest rate and the maturity date of the deposit.
3. We will repay the deposit on the maturity date specified in the confirmation, along with interest calculated at the rate specified in the confirmation. We will repay the deposit and accrued interest in the Applicable Country, unless agreed otherwise.
4. We reserve the right to terminate the deposit and repay the principal involved before the maturity date if the deposit becomes illegal, unenforceable or contrary to any applicable regulatory provision, by notice in writing with immediate effect.
5. If the deposit becomes subject to any direction of any local or foreign regulatory, administrative, government, quasi-government, law enforcement or supervisory authority (“**Authority**”) pursuant to sanctions, money-laundering, counter-terrorism financing or any other similar regulation, we are not obliged to do or omit to do anything and we may delay, block or refuse to process any transaction without incurring any liability, if it would, or might in our reasonable opinion, constitute a breach of any such regulation. Any such action or omission will not constitute a breach of these Conditions. We are not liable for any loss resulting from closure or suspension of the deposit.
6. No funds will be released until they become cleared funds. We may not release funds if they are subject to dispute.
7. Termination before the maturity date is at our absolute discretion and we may refuse a request to terminate early without giving reasons. If we agree to terminate the deposit early, we will deduct any early termination costs from the amount we repay to you. We will advise you of these costs before terminating the deposit.
8. At any time, and without notice, we may set off any amount you owe us for any reason from the amount we repay you on the maturity date, regardless of the currency of either obligation and whether or not such obligations are present or future, matured or unmatured, actual or contingent, and whether such obligations are several or joint with another or as principal or surety. If any amount is contingently due or not quantified, we may withhold the repayment of your deposit pending the amount becoming due and being quantified and may set-off the maximum liability calculated by us in good faith, which may at any time be or become owing. These rights are without prejudice and is in addition to any rights of set-off, combination of accounts, lien or other rights which we are otherwise entitled to by operation of law, contract or otherwise. We will promptly inform you if we combine or set-off your accounts.
9. In order to apply our right of set-off, we may convert any amounts at a conversion rate that we consider reasonable.
10. You will pay all taxes applicable to you and payable in connection with any deposit. We will withhold or deduct any amounts we are required to by law from the amount of the deposit.
11. Without prejudice to any of our other rights, if at any time:
 - (a) the denominated currency of a deposit is not readily available to us; or
 - (b) our payment obligations in the denominated currency of that deposit would contravene a law applicable to us; or
 - (c) the denominated currency of that deposit ceases to exist, or in our opinion is likely to cease to exist, as a lawful or official currency, (such currency being “**Affected Currency**”), then we may convert all Affected Currency payment obligations in respect of that deposit into an alternative currency at a conversion rate that we consider reasonable.
12. You declare that you are acting on your own behalf. You must not declare a trust over or grant a security interest in the deposit without our prior written consent.
13. You agree to provide us with all information and documentation as we may reasonably request from time to time and to promptly notify us of any changes to information previously provided to us.
14. The ANZ Group is authorised to disclose any information regarding our business with you to any or all of the following persons:
 - (a) any of your affiliates;
 - (b) any member, employee, officer, representative, agent, auditor or professional adviser of the ANZ Group;
 - (c) any relevant Authority;
 - (d) any person when otherwise required to so do in accordance with the laws of any relevant or applicable jurisdiction; and
 - (e) any actual or proposed assignee of us or transferee of any of our rights in relation to you under a duty of confidentiality to us.



You agree and acknowledge that any member of the ANZ Group may transfer any of the above information to any party referred to above notwithstanding that such party's principal place of business is outside of your country of establishment/ incorporation or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of your country of establishment/incorporation.

15. You consent to the recording of telephone conversations and other communications between us in connection with these Conditions, and agree to obtain any necessary consent of (and give any necessary notice of such recording to) your relevant personnel and agree, to the extent permitted or required under any applicable law, that recordings may be submitted in evidence in any dispute or other proceedings in relation to these Conditions, including in relation to any enquiry by any Authority.
16. You may not transfer or assign any of your rights and obligations under these Conditions or in relation to the deposit without our prior written consent. We may assign, novate, transfer or otherwise deal with all or any of our rights and/or obligations under these Conditions without your (or any other person's) consent.

17. The law governing the deposit will be the law of the Applicable Country, and any dispute arising out of or in respect of the deposit will be determined by the courts of that jurisdiction.
18. You irrevocably waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution judgment.

In these terms and conditions:

ANZ Group means any of Australia and New Zealand Banking Group Limited (a company incorporated in Australia), its subsidiaries and all entities controlled by any of the foregoing including all branches and representative or regional offices.

Applicable Country means the place where the relevant deposit is accepted by us.

Conditions means these terms and conditions as amended and supplemented from time to time and by the Country Schedule for the Applicable Country from time to time.

Country Schedule means any country-specific conditions applying to a money market deposit accepted by us in an Applicable Country as documented in a country schedule.

We has the meaning set out in the Country Schedule for the Applicable Country.

You means the person depositing cash with us.



HONG KONG SCHEDULE TO ASIA MONEY MARKET DEPOSIT TERMS & CONDITIONS

1. APPLICATION

- 1.1. This document constitutes a “Country Schedule” as referred to in the ANZ Money Market Deposit Terms and Conditions (Asia) (the “General Terms”) and sets out country specific terms on which we accept a money markets deposit placed by you with us in Hong Kong.

This Country Schedule, the General Terms and each confirmation constitute a single agreement between you and us (collectively referred to as “this agreement”).

- 1.2. This Country Schedule applies where we accept a money market deposit placed by you with us in Hong Kong to govern the terms of such a deposit.
- 1.3. The following entity is the member of the ANZ Group accepting your deposit in Hong Kong:

Australia and New Zealand Banking Group Limited,
Hong Kong Branch

Australia and New Zealand Banking Group Limited is a company incorporated in Australia (ABN 11 005 357 522).

Your deposit with us is not a deposit with or liability of any other member of the ANZ Group.

- 1.4. This Country Schedule supplements the General Terms. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the General Terms.

2. MEANING OF WORDS

The following terms shall apply with respect to transactions under this Schedule unless otherwise specified in the confirmation:

- 2.1. **(We)** “We” means Australia and New Zealand Banking Group Limited, Hong Kong Branch and its successors and assigns as stated in a confirmation.
- 2.2. **(Applicable Country)** “Applicable Country” means the Hong Kong Special Administrative Region of the People’s Republic of China.

3. ABOUT US

- 3.1. We are licensed with the Hong Kong Monetary Authority as a bank under the Hong Kong Banking Ordinance (Cap. 155) and is registered with the Securities and Futures Commission under the Hong Kong Securities and Futures Ordinance (Cap. 571) (“SFO”) (CE number: AAL483) to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activity.
- 3.2. Our principal place of business in Hong Kong is: 22/F Three Exchange Square, 8 Connaught Place, Central, Hong Kong.

4. DEPOSIT PROTECTION SCHEME

- 4.1. We are required under the Hong Kong Deposit Protection Scheme (Representation on Scheme Membership and Protection of Financial Products Under Scheme) Rules to inform you that we are a member of the Deposit Protection Scheme (“Scheme”) in Hong Kong and eligible deposits taken by us will be protected by the Scheme up to a maximum limit of HK\$500,000 per depositor.
- 4.2. Money market deposits (except for any money market deposit where the current term agreed to by the depositor at the most recent time it was negotiated exceeds five (5) years) maintained with us are eligible deposits qualified for protection by the Scheme in Hong Kong.
- 4.3. Money market deposits held by or for an excluded person (as defined in Schedule 1 to the Deposit Protection Scheme Ordinance) are not protected by the Scheme. An excluded person would include a multilateral development bank (as defined in section 2(1) of the Banking Ordinance), an authorized institution (as defined in section 2(a) of the Banking Ordinance) and a foreign bank (as defined in Schedule 1 of the Deposit Protection Scheme Ordinance).
- 4.4. Any financial or deposit products offered to you (i) by us, which do not constitute eligible deposits under the Deposit Protection Scheme Ordinance; and (ii) by any other member of the ANZ Group, are not protected by the Scheme notwithstanding we are a member of the Scheme.

5. GENERAL

- 5.1. **(Governing law and courts).** This agreement shall be governed by the laws of Hong Kong. The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 5.2. **(Third Party Rights).** A person who is not a party to this agreement shall have no rights to enforce any provisions of this agreement. The Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not apply to this agreement and no rights or benefits expressly or impliedly conferred by this agreement shall be enforceable under that Ordinance against the parties to this agreement by any other person.



