



IMPORTANT INFORMATION ABOUT ANZ eMATCHING TERMS OF USE (November 2023) AND ANZ MARKETS CUSTOMER FORM

FTA Disclosure

6 March 2026

1. About this document

The aim of this document is to make you aware of some important terms contained in the ANZ eMatching Terms of Use (“**eMatching Terms**”) and the Markets Customer Form with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (“**ANZ**”).

This document does not cover all of the terms and conditions of the eMatching Terms or the ANZ Markets Customer Form. This section is not a substitute for, and does not form part of, any of the terms of your contract with ANZ. You should review this disclosure, along with the eMatching Terms and the ANZ Markets Customer Form, before you sign the Markets Customer Form or access or use ANZ eMatching. You should seek independent advice and guidance if you are unsure about any details.

Unless otherwise specified, defined terms used in this document have the meanings given to them in the eMatching Terms or the ANZ Markets Customer Form.

2. You will be responsible for Electronic Instructions

Clause 1.4, 1.5, 5.1 and 5.2 of eMatching Terms and section headed “Electronic Indemnity and Acknowledgement” in the Markets Customer Form

There are risks involved in giving electronic communications to ANZ, including the risk that they may be incomplete or inaccurate or may be fraudulently or mistakenly given or may not be received in whole or in part by ANZ. ANZ may nevertheless accept and rely on them.

You are responsible for the accuracy and authorisation of all your Electronic Instructions. You must ensure that any Electronic Instruction is correct, complete and authorised. An Electronic Instruction will be deemed effective as your notice, request or instruction, and if provided is irrevocable. ANZ may act on and process all Electronic Instructions provided through ANZ eMatching. ANZ may rely on all electronic communications using the access procedures and security information referable to you without making any enquiries, unless ANZ is on notice that it is unauthorised, not authentic or in breach of any relevant security measure, or may (but is not obliged to) enquire about or attempt to verify the authenticity of any electronic communication.

You must notify ANZ immediately if you suspect that the security of your access to ANZ eMatching may have been compromised or any unauthorised use may have occurred. You remain liable for all Transactions that are processed by us before such notification.



3. ANZ eMatching is offered on an “as is, as available basis” and may be restricted, altered or withdrawn in certain circumstances

Clauses 2.1, 2.2, 4.1 and 4.2 of eMatching Terms

As electronic services are subject to interruption or breakdown, access to and use of ANZ eMatching is offered on an “as is, as available basis” only. You should ensure that you have an adequate contingency plan to transact by other means if ANZ eMatching is not available.

ANZ may impose specific limits and restrictions on your use of ANZ eMatching and may alter or, withdraw ANZ eMatching on a permanent basis at any time to protect your or ANZ’s interests, after giving you 30 days’ prior notice. ANZ will try to provide a comparable replacement service as soon as reasonably practicable. ANZ may also withdraw or restrict ANZ eMatching without any prior notice in certain circumstances, such as where required by Law or to protect your interests (including removing inactive Users).

4. You should check the confirmation for a Transaction and let ANZ know if you do not receive it within 1 Business Day

Clause 3.3 of eMatching Terms

After you enter into a Transaction with ANZ, ANZ will advise you that there is a Transaction for you to view in ANZ eMatching. You are required to notify ANZ if you do not receive an electronic confirmation within 1 Business Day after entering into a Transaction.

5. ANZ not liable for any Loss in certain circumstances

Clause 6.1 of eMatching Terms

Except in certain circumstances, where permitted by law, ANZ, its agents and representatives will not be liable for any Loss or damage you suffer in connection with (a) your use of ANZ eMatching; (b) any delay or failure to receive an Electronic Instruction; or (c) the interception of any instruction or information transmitted by you via ANZ eMatching or any unauthorised use of ANZ eMatching. Neither party is liable to the other party for any Indirect Loss.



6. You will indemnify ANZ in certain circumstances

Clause 6.3 of eMatching Terms and section headed “Electronic Indemnity and Acknowledgement” in the Markets Customer Form

Except in certain circumstances, you will indemnify and make good all Loss incurred by ANZ and its agents and representatives in connection with (a) your access or use of ANZ eMatching other than in accordance with the eMatching Terms or ANZ’s instructions, (b) any claim made against ANZ by any third party in connection with the eMatching Terms, and (c) ANZ exercising, enforcing or preserving rights, powers or remedies in connection with the eMatching Terms.

Except in certain circumstances, you will also unconditionally and irrevocably indemnify ANZ against any Loss incurred by ANZ in connection with ANZ accepting, acting or declining to act on an electronic communication.

7. Collecting and using your information and providing your information to others

Clauses 7.1 and 7.2 of eMatching Terms and Appendix A to the Markets Customer Form

ANZ may collect and use Personal Information for the purposes described in the Markets Customer Form, including in order to provide a product or service. In some circumstances, ANZ may disclose Personal Information or other information relating to you or someone else to other organisations, including ANZ’s service providers and recipients outside Australia. More information is available at www.anz.com/privacy.

ANZ will record and track your use of ANZ eMatching. Unless you notify us otherwise, such information may be used in any jurisdiction for our internal business purposes and those of our related entities, and may be disclosed to third parties in some circumstances.

8. eMatching Terms may change with or without notice

Clause 9.1 of eMatching Terms

ANZ may change the eMatching Terms agreement between you and ANZ by giving 30 days’ notice. However, no notice is required in certain circumstances including if the change is (i) to comply with law or any decision or recommendation or regulatory guidance of any court, regulator or other body, or (ii) where it is reasonably required to protect your interests.

