

# HONG KONG SCHEDULE

## 1. APPLICATION

- 1.1** This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out jurisdictional specific terms on which the Bank provides its Customer with one or more Accounts or Services in Hong Kong.
- 1.2** This schedule supplements the ANZ General Banking Conditions. Unless defined herein, capitalised terms used herein have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

## 2. DEFINITION

The following entity is the Bank Group Member providing the Accounts and/or Services to the Customer in Hong Kong:

Australia and New Zealand Banking Group Limited  
Incorporated in Australia  
ABN 11 005 357 522

## 3. DEPOSIT PROTECTION SCHEME

The Bank is required under the Hong Kong Deposit Protection Scheme (Representation on Scheme Membership and Protection of Financial Products Under Scheme) Rules to inform the Customer that the Bank is a member of the Deposit Protection Scheme ("**Scheme**") in Hong Kong and eligible deposits taken by the Bank will be protected by the Scheme up to a maximum limit of HK\$500,000 per depositor. Deposits in current account, savings account and time deposit account (except for any time deposit where the current term agreed to by the depositor at the most recent time it was negotiated exceeds five (5) years) maintained with the Bank are eligible deposits qualified for protection by the Scheme in Hong Kong. Any deposit products offered to the Customer by any Bank Group Member other than the Bank are not protected by the Scheme notwithstanding the Bank is a member of the Scheme.

## 4. CHEQUE

The Customer agrees that:

- (a) cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("**HKICL**") for such period as is stated in the rules relating to the operation of the clearing house and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (b) the Bank is authorised to contract with collecting banks and HKICL in accordance with the terms in the paragraph above.

## 5. DATA PROTECTION

- 5.1** The Customer agrees that the Bank's applicable data policies and its other communications concerning data issued from time to time shall apply to all information provided by the Customer. A copy of the Bank's Data Policy Notice has been provided to the Customer with this schedule and forms part of the Conditions as if set out there in full. Copies of the Data Policy Notice and the Bank's Opt Out Form are available on request, at branches and

from the website (<http://www.anz.com/hongkong>). The Customer agrees that all of its information now provided or which the Bank obtains from other sources or from the Customer's relationship with the Bank will be subject to the Bank's Data Policy Notice and/or other communications (as may be varied from time to time).

- (a) the Bank may:
- (i) obtain and verify information about the Customer from and provide information about the Customer to other organisations, institutions or other persons;
  - (ii) transfer data about the Customer outside the Hong Kong Special Administrative Region, including to other Bank Group Members;
  - (iii) compare any data obtained with the Customer's data, and use the results for taking of any actions including actions that may be adverse to the Customer's interests (including declining an application);
  - (iv) provide the Customer's data to credit reference agencies, and, in the event of default, to debt collection agencies.
- (b) the Customer may request that its data is not used for marketing purposes, by signing and returning the Bank's Opt Out Form.

## 6. RENMINBI "RMB" SERVICES

- 6.1** The following terms apply where the Bank provides its Customer with one or more Accounts denominated in RMB (each an "**RMB Account**") or Services in respect of RMB (including, but not limited to, RMB deposit, withdrawal, exchange and remittance services) (each an "**RMB Service**").
- 6.2** 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 the Bank and any clearing bank or agent, as amended from time to time (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 Agreement and the Settlement Rules and Regulations, the Settlement Rules and Regulations shall prevail;
  - (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 RMB clearing and settlement system, 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).
- 6.3** 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 amount in the Customer's current RMB Account(s) in excess of any such restriction or limit at the cut-off-time (as designated by the Bank from time to time) on each day to the Customer's savings RMB Account(s) or any other Account(s) at any time, or dispose the excess amount in any other manner as the Bank thinks fit without prior notice to the Customer.
- 6.4** Deposits in RMB banknotes are accepted at the discretion of the Bank and may be subject to payment of charges as determined by the Bank from time to time and no RMB coins are accepted for deposit into any RMB Account. The Customer represents and warrants that it is the beneficial owner of any RMB banknotes which the Customer delivers to the Bank and the Customer lawfully possesses such RMB banknotes.
- 6.5** The Bank is not obliged to effect cash payments in RMB. Withdrawals of RMB in large amounts are subject to seven (7) Business Days' prior notice to the Bank. The Bank is authorised to pay any amount withdrawn from; or payable in respect of an RMB Account in any of (a) RMB (b) Hong Kong Dollars converted at the Applicable Rate; or (c) such other currency at the Bank's sole discretion converted at the Applicable Rate.
- 6.6** 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.
- 6.7** The Customer understands and acknowledges that (a) RMB is subject to exchange rate risk and is currently not freely convertible; and (b) the Scheme referred to in paragraph 3 of this schedule shall apply to RMB deposits in the same way as Hong Kong Dollar deposits.
- 6.8** RMB cheques may only be used in such manner as from time to time advised by the Bank and subject to such restrictions and limits as the Bank may from time to time impose. In the event that any applicable restriction or limit is exceeded, the Bank may, at its discretion and without any liability and without prior notice to the Customer, return unpaid any or all such cheques as may be determined by the Bank.
- 6.9** The Bank may (but is not obliged to) transfer all or any funds in the Customer's savings RMB Account(s) to the Customer's current RMB Account(s) to pay any or all RMB cheques presented to the Bank without prior notice to the Customer subject to a handling charge as determined by the Bank from time to time.

## **7. RMB TRADE SETTLEMENT TERMS**

In connection with any RMB Service that is a trade settlement service or an RMB Account that is a trade settlement account (an **"RMB Trade Settlement Account"**):

- 7.1** the Customer represents and warrants that 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 (the **"Trade Entities"**); and
- 7.2** the Customer understands that RMB Trade Settlement Account(s) are solely intended to be opened for conducting cross-border trade settlement into and out of Mainland China in relation to the Customer's trade transactions with Trade Entities, or such other transactions as are allowed under 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 and 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.

## **8. GOVERNING VERSION**

The Chinese language version of the ANZ General Banking Conditions, this schedule and the other schedules which supplement the ANZ General Banking Conditions are provided for reference only and, in the event of any discrepancy or inconsistency between the English and the Chinese versions, the English version shall prevail to the extent of such discrepancy or inconsistency.