

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\$800,000 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. NEGATIVE INTEREST RATE

- 4.1** The interest rate which applies to the credit amount maintained in any Account may be less than 0% per annum (**Negative Interest Rate**). Where a Negative Interest Rate applies:
- (a) interest will be payable by the Customer to the Bank in respect of the credit amount maintained in the relevant Account at the Negative Interest Rate (**Negative Interest**);
 - (b) unless otherwise agreed, interest shall accrue daily in respect of credit amount maintained in the relevant Account; and
 - (c) Negative Interest will be paid at the frequency and date for payment:
 - (i) as agreed by the Bank and the Customer; or
 - (ii) where there is no such agreement, as determined by the Bank in its discretion acting reasonably and notified by the Bank to the Customer.
- 4.2** Where Negative Interest is payable:
- (a) the Bank may make a deduction from the relevant Account (including from the amount of the deposit) for any Negative Interest; or

- (b) the Customer may nominate another Account in the same currency maintained with the Bank in the Customer's name for the deduction of any Negative Interest.

- 4.3** If the Bank does not receive payment from the Customer of any Negative Interest on any Account on the due date for such payment, the Bank may make a deduction from the relevant Account or another Account maintained with the Bank in the Customer's name (at the Bank's discretion) in an amount equal to the overdue payment of Negative Interest. Such deduction may result in such Account being overdrawn on terms notified by the Bank to the Customer.

- 4.4** Clause 3.4 of the Conditions is amended as follows:

"3.4 Interest. Each Account may or may not be interest bearing as notified by the Bank to the Customer. Subject to the provisions relating to Negative Interest Rate in Clause 4 of the Country Schedule for Hong Kong, the rate, if any, at which interest shall accrue on the amount maintained in an Account shall be as agreed between the Bank and the Customer or, where there is no such agreement, as determined by the Bank in its discretion acting reasonably and notified by the Bank to the Customer from time to time."

5. 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.

6. DATA PROTECTION

- 6.1** The Customer agrees that the Bank's applicable data policies and its other communications concerning data issued, varied and/or amended 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). In particular, the Customer understands and agrees that:
- (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.
- 6.2** The Customer undertakes that it will share the Bank's Data Policy Notice to the relevant individuals who have provided Personal Information to the Bank and/or its affiliates in connection with the use of an Account or Service.

7. RENMINBI "RMB" SERVICES

- 7.1** 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"**).
- 7.2** 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).
- 7.3** 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.

- 7.4** 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.
- 7.5** 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.
- 7.6** 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.
- 7.7** 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.
- 7.8** 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.
- 7.9** 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.

8. 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"**):

- 8.1** 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
- 8.2** 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.

9. APPLICATION PROGRAMMING INTERFACE (API)

9.1 For the purpose of the Agreement:

- (a) An API means an Application Programming Interface;
- (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
- (c) any reference to Host-to-Host in the Agreement shall include an API.

9.2 In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service.

10. DISPUTES HANDLING

Any disputes in respect of the Services provided by the Bank (including but not limited to the Electronic Banking Channel) may be communicated to the Bank in the manner described on the Bank's website (<https://www.anz.com/institutional/global/hong-kong/en/contact-us/>).

11. FRAUD-INDUCED PAYMENTS

- (a) Notwithstanding any other provisions to the contrary, the Customer agrees that the Customer is responsible for all transactions and payments (including any possible fraud-induced payments), any Instructions initiated, sent or given, and all acts taken, in each case, in connection with any Account or Service. The Customer acknowledges and agrees that the Bank may rely upon any Instructions given by the Customer and the Customer shall be bound by it.
- (b) The Customer should verify and conduct any checks (such as checking on Scameter and/or any search engines or tools operated by any Authority made available to the general public), and take all reasonably practical steps to establish the authenticity of the identity and/or any other information relating to its payee or other person referred to in any transaction.
- (c) The Customer shall be solely liable for any Loss incurred or suffered by the Customer arising directly or indirectly in connection with any transactions and payments (including any fraudulently induced payments) relating to any of its Accounts, other than for any Loss which directly results from the Bank's gross negligence, willful misconduct or fraud.

12. FASTER PAYMENT SYSTEM

The following terms apply where the Bank provides its Customer with FPS Bank Services:

12.1 FPS Bank Services relating to Faster Payment System

- (a) The Bank may provide the FPS Bank Services to the Customer to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time.

- (b) **By requesting the Bank to register any Proxy ID for the Customer in the HKICL FPS or to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Customer will be regarded as having accepted and will be bound by the provisions of this Clause 12. The Customer should not request the Bank to register any Proxy ID or set up any eDDA for the Customer and should not initiate any payment or funds transfer using the HKICL FPS unless the Customer accepts the provisions of this Clause 12.**

12.2 Scope of FPS Bank Services and conditions for use

- (a) The Bank may provide the FPS Bank Services to the Customer to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the FPS Bank Services and the conditions and procedures for using the FPS Bank Services. In order to use the FPS Bank Services, the Customer has to accept and follow these conditions and procedures.
- (b) The Bank may provide the FPS Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
- (c) **In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.**
- (d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (e) The Bank reserves the right to suspend or terminate the FPS Bank Services in whole or in part at any time without giving notice or reason.

12.3 Addressing Service - registration and amendment of Proxy ID and related records

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Customer has to register its Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Customer.
- (b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Customer, the Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
- (c) **At any time where the same Proxy ID is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorises the Bank to submit the request on the Customer's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

12.4 eDDA Service

In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

12.5 The Customer's responsibility

(a) Present genuine owner or authorised user of Proxy ID and accounts

The Customer can only register the Customer's own Proxy ID for the Customer's own accounts or set up eDDA for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Customer in relation to the Faster Payment System, the Customer confirms that the Customer is the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

(b) Proxy ID

Any Proxy ID to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Customer as contact information on the Bank's records at the relevant time. The Customer understands and agrees that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without the Customer's consent.

(c) Correct information

- (i) The Customer has to ensure that all the information provided by the Customer for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.
- (ii) The Customer is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.
- (iii) The Bank shall not be responsible for checking or verifying the information provided by the Customer above and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Customer.

(d) Timely updates

The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Customer's Proxy ID (or related records) or any eDDA setup, including without limitation changing the Customer's Default Account, or terminating any Proxy ID or eDDA. The Customer acknowledges that keeping the Customer's Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(e) Change of Default Account

If an account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where the Customer maintains that other account.

(f) Transactions binding on the Customer

- (i) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.
- (ii) For any Proxy ID registration or eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.

(g) Use FPS Bank Services responsibly

The Customer must use the FPS Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:

- (i) The Customer must comply with all Regulatory Requirements that govern the Customer's use of the FPS Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the FPS Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
- (iii) If the Bank offers the FPS Identifier as Proxy ID to the Customer, the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Customer desires.

(h) Other obligations regarding payments and funds transfers

- (i) In giving instructions to make payments or effect transactions, the Customer agrees to take reasonably practicable steps to safeguard its own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement.**
- (ii) Any instruction given by the Customer in relation to the FPS Bank Services will be handled by the Bank in accordance with this Clause 12 and the applicable provisions in the ANZ General Banking Conditions. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.**
- (i) The Customer is responsible for the Customer's authorised persons**
Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the FPS Bank Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
 - (i) the Customer is responsible for all the acts and omissions of each person authorised by the Customer;**
 - (ii) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and**
 - (iii) the Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Clause 12 that are applicable to him/her when acting on the Customer's behalf.**

12.6 The Bank's responsibility and restriction of liability

- (a)** The Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.
- (b)** Without reducing the effect of Clause 12.6(a) above or the provisions of the ANZ General Banking Conditions:
 - (i)** the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the FPS Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the FPS Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred

or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's wilful misconduct, gross negligence or fraud;

- (ii)** for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (A)** the Customer's failure to comply with the Customer's obligations relating to the FPS Bank Services; and
 - (B)** any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond the Bank's reasonable control;
 - (iii)** in no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur); and
 - (iv)** without prejudice to any provisions in this Clause 12, the Bank reserves the right not to accept or otherwise reject any instruction given by the Customer in relation to the FPS Bank Services without giving any reason. The Bank further reserves the right to delay or not to process any instruction given by the Customer in relation to the FPS Bank services without any reason.
- (c) The Customer's confirmation and indemnity**
- (i)** Without reducing the effect of any indemnity given by the Customer under the ANZ General Banking Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the FPS Bank Services or the Customer's use of the FPS Bank Services.
 - (ii)** The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's wilful misconduct, gross negligence or fraud on the part of the Bank. The above indemnity shall continue to have effect after the termination of the FPS Bank Services.

12.7 Collection and use of Customer Information

Without prejudice to Clause 9 (Disclosure of Information) of the ANZ General Banking Conditions and Clause 6 (Data Protection) of this schedule.

- (a)** For the purposes of using the FPS Bank Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:
 - (i)** the Customer;
 - (ii)** the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and

- (iii) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Customer's directors, officers, employees, authorised persons and representatives, all personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the FPS Bank Services are collectively referred to as "Customer Information".
- (b) The Customer agrees (and, where applicable, for and on behalf of each of the Customer's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Bank Services. These purposes include without limitation one or more of the following:
 - (i) providing the FPS Bank Services to the Customer, maintaining and operating the FPS Bank Services;
 - (ii) processing and executing the Customer's instructions and requests in relation to the FPS Bank Services from time to time;
 - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (v) purposes relating to any of the above.
- (c) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than the Customer (including any persons specified in Clauses 12.7(a)(ii) or 12.7(a)(iii) above), the Customer confirms that the Customer will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Clause 12.

12.8 Definitions and Interpretations:

"Addressing Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

"Default Account" means the account maintained by the Customer with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

"eDDA" means a direct debit authorisation set up by electronic means using HKICL FPS.

"eDDA Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

"FPS Application Form" means any form signed by the Customer in connection with the establishment of the FPS Bank Services.

"FPS Bank Services" means the services (excluding the QR Code Services) provided by the Bank to the Customer from time to time to facilitate payments and funds transfers

using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

"FPS Identifier" means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

"HKICL FPS" or "Faster Payment System" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

"Participant" means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

"Proxy ID" means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

"QR Code Services" means the QR code and the associated payment and funds transfer services.

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Customer are subject or are expected to comply with from time to time.

13. STATEMENTS OF ACCOUNT, CONFIRMATION ADVICES AND REPORTING SERVICES

Clause 4.2 of the Conditions is amended as follows:

4.2 Discrepancies. The Customer shall verify the correctness of each Account statement, confirmation advice or report received from the Bank and, unless the Customer informs the Bank in writing within 90 days of the date of each Account statement or confirmation advice of any error, irregularities, omissions, inaccuracies or discrepancies in the entries therein, such entries shall be deemed correct and shall be binding unless there is a manifest error or any wilful misconduct, negligence or fraud on the part of the Bank.

14. 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.