

# SUPPLEMENTAL ACCOUNT SERVICES SCHEDULE

## 1. APPLICATION

- 1.1 This document constitutes a Service Schedule as referred to in the ANZ General Banking Conditions. The provisions of this Service Schedule apply where the Bank provides an applicable Supplemental Account Service to the Customer.
- 1.2 This Service Schedule supplements the ANZ General Banking Conditions. Capitalised terms used in this Service Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.
- 1.3 Each Service or Account in this Service Schedule is a **"Supplemental Account Service"**, which may be provided by the Bank to a Customer at its sole discretion.

## 2. SUB ACCOUNTS AND CORE ID

- 2.1 A Customer may request and the Bank may, in its sole discretion, agree to open and maintain a **"Sub Account"**, subject to the terms of this Clause 2. The Sub Account is an Account which must be a type of Account that is supported in the relevant jurisdiction and will be subject to the Bank's usual account opening processes and procedures.
- 2.2 If two or more Customers are part of the same group where one is the holding company of the other(s) and/or they share a common holding company and/or they are under common control or otherwise affiliated (**"Connected Customers"**), the Bank may, in its sole discretion, agree to open and maintain a Sub Account for each Connected Customer.
- 2.3 Each Sub Account opened will be allocated an identification number (**"Core ID"**). Where Sub Accounts are created for Connected Customers and are intended to be linked to one another, the same Core ID will apply to such Sub Accounts. For the avoidance of doubt, the Core ID is not a functioning Account. The Core ID cannot be accessed or operated by any Customer.
- 2.4 Sub Accounts can only be opened and maintained for certain types of entities (which excludes, amongst others, individuals and partnerships that are not in the form of a limited liability partnership). In addition, unless otherwise agreed by the Bank, the following Services are not supported in relation to any Sub Account:
- (a) cash deposits, cash Withdrawals, Cash Delivery Services and Cash Collection Services;
  - (b) issuance of cheques, cashier's orders or demand drafts, or Cheque Outsourcing Services, that result in any debit from the Sub Account (for the avoidance of doubt, cheque deposits are supported, subject to the limitations and restrictions set out in this Service Schedule);
  - (c) overdraft facilities;
  - (d) InstaCredit Services; and
  - (e) any other Service, as determined by the Bank from time to time in its discretion.

Accordingly, Clauses in the ANZ General Banking Conditions, relevant Service Schedule and/or relevant Country Schedule that relate to any of the above Services or that are specific to individuals or partnerships (that are not in the form of a limited liability partnership) shall not apply or shall be read in the appropriate context.

- 2.5 The Customer agrees and acknowledges that Sub Accounts are subject to the following limitations and restrictions:
- (a) Instructions in relation to a Sub Account can only be given by the Customer through the Electronic Banking Channel specified by the Bank;
  - (b) a Sub Account cannot be a designated settlement Account towards debit for any trade, loan or markets transaction;
  - (c) where a cheque is deposited into a Sub Account, the Sub Account will only be credited on a cleared funds basis;
  - (d) Sub Accounts are subject to the limitations and restrictions of any supported Service; and
  - (e) any other limitation or restriction, as determined by the Bank from time to time in its discretion.
- 2.6 Without prejudice to Clause 9.1 (*Authorisation to Disclose*) of the ANZ General Banking Conditions, the Customer authorises the Bank to disclose or otherwise transfer any information relating to it (including, without limitation, any Customer Information, Personal Information (including personal data relating to its directors, officers, employees, agents or representatives) and Account information) to Connected Customers that hold Sub Accounts which are linked to the same Core ID for such purposes as the Bank deems necessary, including without limitation, the continued provision of the Sub Accounts to each Connected Customer and related Services under this Service Schedule.

## 3. CONTROLLED ACCOUNT

- 3.1 A Customer may request and the Bank may, in its sole discretion, agree to subdivide its Account as a way for the Customer to organise and segregate its funds or transactions (each subdivision, a **"Controlled Account"**), subject to the terms of this Clause 3.
- 3.2 The Customer agrees and acknowledges that:
- (a) a Controlled Account exists as a discrete sub-division of an Account (including a Sub Account) where Services will be provided, carried out and/or performed specifically for that Controlled Account;
  - (b) the Customer of the Account remains as the legal owner of the Account as well as any Controlled Account of such Account; and
  - (c) the Customer is the only party that has a contractual relationship with the Bank in relation to the Account and any Controlled Account.
- 3.3 A Customer may assign a name to a Controlled Account, taking into consideration the purpose for setting up such Controlled Account. If a Controlled Account is named after an entity or an individual (such entity or individual, a **"Referenced Third Party"**), the Customer agrees and acknowledges that:
- (a) the naming convention for that Controlled Account is intended for the Customer's own identification purposes only;
  - (b) such Referenced Third Party has no rights over the Controlled Account; and

- (c) the Customer shall not by its act or omission cause such Referenced Third Party or any other person to believe that the Controlled Account is a bank account belonging to the Referenced Third Party.
- 3.4** For the avoidance of doubt:
- (a) a Controlled Account is not a standalone Account; and
  - (b) a Controlled Account may be further subdivided to create another layer of Controlled Account(s).
- 3.5** Unless otherwise agreed by the Bank, the following Services are not supported in relation to any Controlled Account:
- (a) cash deposits, cash Withdrawals, Cash Delivery Services and Cash Collection Services;
  - (b) issuance of cheques, cashier's orders or demand drafts, or Cheque Outsourcing Services, that result in any debit from the Controlled Account (for the avoidance of doubt, cheque deposits are supported, subject to the limitations and restrictions set out in this Service Schedule);
  - (c) InstaCredit Services; and
  - (d) any other Service, as determined by the Bank from time to time in its discretion.
- 3.6** The Customer agrees and acknowledges that Controlled Accounts are subject to the following limitations and restrictions:
- (a) Instructions in relation to a Controlled Account can only be given by the Customer through the Electronic Banking Channel specified by the Bank;
  - (b) a Controlled Account cannot be a designated settlement Account towards debit for any trade, loan or markets transaction;
  - (c) where a cheque is deposited into a Controlled Account, the Controlled Account will only be credited on a cleared funds basis;
  - (d) Controlled Accounts are subject to the limitations and restrictions of the Account and any supported Service; and
  - (e) any other limitation or restriction, as determined by the Bank from time to time in its discretion.
- 3.7** The Customer represents and warrants to the Bank that:
- (a) the Customer is and will remain as the legal owner of the Account, any Controlled Account within such Account (including any Controlled Account within a Controlled Account) and all monies deposited in the Account, and (where necessary) has the relevant arrangements in place to support its legal ownership over such monies;
  - (b) the Customer will make its own assessment as to whether it is subject to any legal, regulatory or tax obligations or duties in respect of any Controlled Account or the manner in which the Customer has chosen to organise and segregate its monies and transactions through the use of Controlled Accounts, and will at all times comply with such legal, regulatory or tax obligations or duties.
- 3.8** Without prejudice to Clause 1.1(a) (*Customer Agreements*) of the ANZ General Banking Conditions, on request, the Customer agrees to provide the Bank with all information and documentation (a) relating to any Controlled Account or any Referenced Third Party that the Bank may reasonably require and (b) that is necessary to show the Customer has the relevant arrangements referred to in Clause 3.7(a) above.
- 3.9** Without prejudice to Clause 7.2 (*Indemnity for Loss*) of the ANZ General Banking Conditions, the Customer agrees to indemnify and keep indemnified the Bank and its directors, officers, employees, agents and representatives and make good all Loss, including any legal costs on a full indemnity

basis (except to the extent that such Loss was caused by the Bank's wilful misconduct, negligence or fraud) which the Bank and its directors, officers, employees, agents and representatives may suffer, incur or sustain in connection with or related to any claim made against the Bank in respect of a Controlled Account.

#### **4. CONTEXT ID**

- 4.1** A Customer may request and the Bank may, in its sole discretion, agree to the Customer's use of certain "**Context IDs**" in connection with an Account (including a Sub Account) or a Controlled Account for identification purposes and/or to provide context to a specific transaction.
- 4.2** A Context ID is an identifier that can be used to represent or to give context to a particular counterparty or transaction. Once the Customer's application to use Context IDs has been approved by the Bank, the Customer may request for Context IDs to be generated for use and the Customer may allocate a specific Context ID to a specific counterparty or transaction as it wishes.
- 4.3** For the avoidance of doubt, a Context ID is not an Account. In addition, the Customer agrees and acknowledges that, save as a means of identification, the Context ID does not have any legal effect on the transaction or counterparty that it is allocated to, or on the Account.