

INDIA COUNTRY SCHEDULE

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1. APPLICATION

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

2. ANZ GENERAL BANKING CONDITIONS

- 2.1 **Minimum balances.** The Customer shall be responsible for maintaining any minimum balance prescribed by the Bank for any Account. Failure to maintain such minimum balance may attract service charges and such charges may be deducted by the Bank from the Account.
- 2.2 **Interest.** Interest shall be payable on Accounts at such rates as are prescribed by the Reserve Bank of India or as otherwise agreed between the Bank and the Customer.
- 2.3 **Fees.** The Customer shall pay commission and fees in respect of each Account and Service only as provided in the latest Fee Schedule provided to it by the Bank.
- 2.4 **Foreign exchange transactions.** The Bank shall not be obliged to carry out any currency conversion or remittance in connection with the operation of an Account or the provision of a Service if and to the extent it is not permitted under applicable Law. Where such currency conversion or remittance is not permitted under applicable Law, the Bank may, without prejudice to any of its other rights under the Agreement, take such alternative action as it determines is appropriate. The Customer undertakes and warrants to the Bank that any Instruction it gives to the Bank in respect of any currency conversion or remittance would not, if complied with, result in any breach of applicable Law.
- 2.5 **Disclosure.** The Bank may disclose any relevant information to the Credit Information Bureau (India) Limited ("CIBIL") and/or any other agency authorised by the Reserve Bank of India ("Other Agency"), as and when it deems appropriate and necessary and in accordance with normal banking practices in India. The Customer agrees that CIBIL or any Other Agency may use and process the Customer's information as it deems fit and may provide such processed information to any financial institutions and/or any other persons as may be specified by the Reserve Bank of India. This paragraph is in addition to and does not limit any rights of the Bank to make disclosures under Condition 9 (Disclosure of Information).
- 2.6 **Agreement.** For the avoidance of doubt, the terms and conditions applicable to any Service include both the Conditions and the terms of the applicable Service Schedule, Country Schedule and Counterparty Schedule.
- 2.7 **Governing Law and Jurisdiction.** Condition 14.1 shall be substituted with the following –

In so far as this Agreement addresses matters connected with the operation of an Account or the provision of a Service, all matters arising from or connected with them are governed by Indian laws. The parties submit to the exclusive jurisdiction of the courts and tribunals of Mumbai, India (the "Relevant Jurisdiction").

- 2.8 **Further Assurances.** New Condition 12.7 "Further Assurance" shall be added:

The Customer will do all such acts and deeds which are reasonably required by the Bank, such as obtaining any consents, executing and delivering any documents, procuring any third party to give any consents or do any acts or deeds including getting documents completed and signed, and make any filings, in relation to the provision of the Services.

3. LIQUIDITY SERVICE SCHEDULE

The Bank does not offer the following Services in India:

- a) Cross-Border Sweep Services
- b) Interest Optimisation Services or
- c) Notional Pooling Services.

4. COLLECTION SERVICE SCHEDULE

- 4.1 **Virtual Accounts:** Condition 8 of the Collections Service Schedule shall be substituted with the following –

- a) A virtual account is a non-transactional account opened at the request of Customer, as submitted to the Bank from time to time, to capture reference of certain payors in relation to the Customer.
- (b) On request by the Customer, in a form and manner acceptable to the Bank, the Bank will:
 - i. credit payments by various payors into the Customer's Account; and
 - ii. provide information regarding the credit made by various payors into the Customer's Account.
- (c) The Customer is solely responsible for ensuring that payments by a payor are designated with the relevant virtual account number.
- (d) The Customer's instructions must be, if required by the Bank, encrypted before submission to the Bank and the Customer takes sole responsibility for the integrity and security of the Customer Instructions prior to their receipt by the Bank. However, no instructions by the Customer pertaining to any payments or fund transfer shall be issued via email.

