

# COUNTRY SCHEDULE LAOS

## 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 Lao People's Democratic Republic ("**Lao PDR**").
- 1.2** This Country Schedule supplements the ANZ General Banking Conditions. 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 Currency Conversion and Remittance.** 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 (including, without limitation, carry out International Payments and the provision of any Relevant Liquidity 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.
- 2.2 Exchange Rates.** Any exchange rate between Lao kip (LAK) and a foreign currency at which the Bank converts cash for the Customer in connection with the operation of an Account or the provision of a Service shall be within the range of permissible rates as permitted under applicable Law.
- 2.3 Set-Off.** The Customer acknowledges that the Bank has the right to set off any debts owed by the Customer to the Bank against any debts owed by the Bank to the Customer. The Bank may, at any time, where permitted by law, and without notice to the Customer, set-off debts owed by the Customer to the Bank against any debts owed by the Bank to the Customer.
- 2.4 Disclosure of Information.** The Customer may, by providing the Bank with not less than thirty five (35) calendar days prior written notice, withdraw its authorisation to the Bank for the Bank to disclose information to (a) any affiliate of the Customer, (b) any actual or proposed assignee of the bank, or participant or sub-participant in or transferee, (c) any office, branch, affiliate, subsidiary, employee or agent, (d) any auditors or professional advisers of the Bank or any Bank Group member, (e) any Third party or Third Party System provider to the Bank or any Bank Group Member, (f) any third party services provider whose services you may have requested through the Bank. Upon any such withdrawal, the Bank reserves its right to terminate any Account or Service in accordance with the Conditions.
- 2.5 Customer Information and Data.** The Customer acknowledges that in opening an Account and receiving the Services from the Bank, the Bank collects, holds, possesses, manages and from time to time transfers (subject to Clause 9 of the ANZ General Banking Conditions) the Customer's personal information in

electronic and non-electronic format. The Customer hereby specifically consents to such collection, possession, management and transfer of personal data in accordance with (i) Clauses 1.6 and Clause 9 of the ANZ General Banking Conditions ; and (ii) the Law on the Protection of Electronic Data (No. 25/NA, 12 May 2017).

- 2.6 Governing Law and Jurisdiction.** Where the relevant Governing Jurisdiction is Lao PDR, the Bank and the Customer submit to binding arbitration by the Office of Economic Dispute Resolution under the Law on Resolution of Economic Disputes.

## 3. LIQUIDITY SERVICE SCHEDULE

Liquidity Service schedule shall not be offered in Lao PDR.

## 4. FURTHER ASSURANCES

As a condition of ANZ offering Accounts and providing the Services, the Customer agrees to do all things, execute all documents and complete any formalities necessary to enable the Bank to offer the Accounts and provide the Services in compliance with Lao PDR law and practice.