Country Schedule Philippines

July 2026

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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 the Philippines.

1.2 This Country Schedule supplements the ANZ General Banking Conditions. Unless otherwise defined herein, 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 **Anti Money Laundering.** The Customer represents and warrants to, and covenants with, the Bank that (1) the Service and/or Accounts will not be used, directly or indirectly, in full or in part, (a) to carry out or facilitate the commission of any terrorist act; (b) by a terrorist organization, association, or group; or (c) by an individual terrorist; (2) the Customer does not, and it will not conduct business with designated persons as defined under existing anti-money laundering and counter terrorism financing laws and regulations; and (iii) to the best of the Customer's knowledge, no regulatory agency or other authority has ever conducted any type of investigation related to any activity in contravention of applicable laws relating to anti-money laundering or counter terrorism financing with regard to accounts or financial transactions of the Customer, or any accounts or financial transactions under the control of the Customer.

The Customer recognizes that the Bank may freeze the Customer's account in compliance with a court order immediately upon the Bank's receipt thereof. The Bank shall not incur any administrative, criminal or civil liability for complying with such order, even if the same is subsequently overturned or revoked.

The Customer agrees that the Bank may disclose any information concerning the Customer and the Customer's account, including the Customer's personal information and details of the Customer's foreign currency deposits, to any law enforcement entity, regulatory agency or court where required by any applicable law (i.e., anti-money laundering and counter terrorism financing laws).

The Bank reserves the right not to effect instructions for telegraphic transfer or to pay out transferred funds when it cannot establish the true and full identity and existence of the beneficiary or the originator of the funds, in accordance with existing anti-money laundering and counter terrorism financing regulations.

2.2 **Types of Account.** Clause 3.2 (Types of Account) of the Conditions is deleted and shall be replaced as follows:

(a) The Bank may, in its sole discretion, agree to provide the Customer with one or more demand deposits or current Accounts, savings Accounts or time or fixed term deposit Accounts.

(b) A Term Deposit Account will be established only upon the Bank's receipt of cleared funds. Until such time, no Term Deposit Account is created, and no binding obligation shall arise on the part of the Bank in connection with any proposed placement. If cleared funds are not received, the Bank shall have no liability in respect of such placement.

(c) The Customer shall provide the Bank with the necessary Instructions with respect to the handling of any time or fixed term deposit Account (each, a **Term Deposit Account**) at maturity. In the absence of any Instructions, the Bank may (but is not obliged to) renew the time or fixed term deposit Account by placing, as a fresh deposit, the principal plus accrued interest for such period as it deems fit or as permitted under applicable Law. Interest shall be payable based on the rate or as agreed between the Bank and the Customer.

(d) Early Withdrawal

(i) The Customer must not withdraw funds from or terminate a Term Deposit Account before the maturity date.

(ii) Despite paragraph (i), the Bank may permit early withdrawal

(iii) To request an early withdrawal on financial hardship grounds, the Customer must make the request to the Bank in the manner specified by the Bank and provide any information or documents reasonably requested by the Bank to assess the hardship claim. The Bank may approve or decline the request.

(iv) If the Bank agrees to an early withdrawal, the Bank may impose additional terms and conditions, including (without limitation):

(A) reducing or not paying interest on the amount withdrawn; and

(B) charging fees, or imposing other charges in connection with the early withdrawal.

An early withdrawal will not take effect unless the Customer has complied with all requirements imposed by the Bank.

(e) Interest

(i) Interest on a Term Deposit Account shall accrue from (and excluding) the date on which the Term Deposit is established to (but excluding) the maturity date and shall be payable in arrears on the maturity date at the rate agreed with the Bank.

(ii) Interest shall be calculated on the basis of actual number of days elapsed during the relevant period and a year of 360 or 365 days, in accordance with the market convention for the relevant currency.

(f) Confirmation

(i) The Bank will provide the Customer with a deposit advice for each Term Deposit Account.

(ii) Deposit advice may be provided to the Customer in electronic mail, paper format or any other method as agreed.

(iii) The Customer shall notify the Bank of any errors within one day of the confirmation date after which, the Customer is deemed to have approved the confirmation. The Bank may rectify any errors in the confirmation which, once rectified, shall be conclusive. The Bank has the right to demand a refund or debit the Term Deposit Account for any overpayment arising from such errors.

2.3 Accounts of Non-Residents. Non-residents are subject to the rules and regulations of the Bangko Sentral ng Pilipinas (BSP) and the Bureau of Internal Revenue (BIR). Peso deposits shall only be funded by inward remittance of foreign exchange. For tax exemption of Foreign Currency Accounts, the following documents required under BIR Revenue Regulations No. 10-98 (as amended or supplemented from time to time) should be submitted, or any other requirements imposed by BIR should be satisfied, otherwise, ANZ may deduct applicable taxes on the Accounts:

(a) Original or certified copy of certificate of registration of the non-resident corporation abroad; and

(b) Original or certified copy of certificate from the Securities and Exchange

Commission (SEC) that the non-resident corporation is not licensed to do business in the Philippines.

The Customer authorises the Bank to inform the Commissioner of Internal Revenue that as a non-resident depositor, the Customer's foreign currency deposits with the Bank are exempt from withholding tax. The Customer will hold the Bank free and harmless from any liability that the Bank may suffer in connection with this authorization, should it be proven by the BIR that the Customer is not a non-resident.

2.4 Treasurer-in-Trust Accounts

(a) The Bank may allow the opening of a treasurer-in-trust account in connection with the incorporation of a company. For this purpose, the Customer shall submit and provide to the Bank such documents and information as the latter may require, including, without limitation, the following:

(i) fully executed and notarized Articles of Incorporation and fully executed By-Laws of the corporation, with the Articles of Incorporation indicating the appointment of the treasurer-in-trust and his or her authority to receive in the name and for the benefit of the corporation, all subscriptions paid by the subscribers; and

(ii) valid identification documents of the treasurer-in-trust and the incorporators, subscribers, directors, and officers of the corporation, and information and documents on the beneficial ownership of the corporation, each in form and substance required by the Bank and by applicable laws and regulations.

(b) A treasurer-in-trust account is temporary and any and all transactions in relation to it shall only be in connection with the incorporation of the company. Subscription payments and other funds deposited in said account may not be withdrawn (i) until the company receives and provides the Bank with a certified copy of its certificate of incorporation issued by the Securities and Exchange Commission and the Customer complies with the requirements set out in paragraph (c) below, or (ii) unless the incorporation of the company is withdrawn, denied or otherwise discontinued and the Customer complies with the requirements set out in paragraph (c) below, or (iii) unless such withdrawal is ordered by a competent governmental authority or made in accordance with applicable law or regulation.

(c) Subject to paragraph (d) below, the treasurer-in-trust account shall be closed as soon as (i) the Customer receives and provides the Bank with a certified copy of its certificate of incorporation, or, as the case may be, (ii) the incorporation of the company is withdrawn, denied or otherwise discontinued. Upon closure of the treasurer-in-trust account, the funds deposited therein may be withdrawn and released by the Bank only upon submission, with respect to item (i) above, of a notarized certificate of the secretary of the corporation attesting to the resolutions adopted and approved by its board of directors (x) authorizing the closure of the treasurer-in-trust account and (y) designating the persons authorised to withdraw and receive the remaining balance in the account or otherwise providing for the disposition, withdrawal or transfer of said balance, and with respect to item (ii) above, a notarized declaration or certification executed by all the incorporators and subscribers of the corporation (x) stating that the incorporation of the company was withdrawn, denied or discontinued and (y) designating the persons authorised to close the treasurer-in-trust account and withdraw and receive the remaining balance therein.

(d) Instead of closing the treasurer-in-trust account, the Bank may allow its conversion into a corporate account in the name of the newly incorporated company after submission by the Customer to the Bank of such documents and information as may be required by the Bank, each in form and substance satisfactory to it, including, without limitation, a notarized certificate of the secretary of the corporation attesting to the resolutions adopted and approved by its board of directors (x) authorizing the conversion of the treasurer-in-trust account into a corporate account and (y) designating the persons authorised by the corporation to operate that account, enter into transactions with respect to that account, and execute and deliver any and all agreements and other documents in connection therewith.

(e) A treasurer-in-trust account shall be opened, maintained and considered by the Bank as an Account, and all terms and provisions of the Agreement that apply to an Account shall, unless otherwise provided in or inconsistent with the foregoing, apply to a treasurer-in-trust account.

2.5 **Withdrawal and Payments.** The Bank shall not allow a withdrawal of funds which are not Cleared Funds, other than in accordance with applicable Law. Foreign currency withdrawal is subject to the availability of foreign currency notes.

2.6 **Interest.** Each Account may or may not be interest bearing as notified by the Bank to the Customer. 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.

2.7 **Overdrafts.** The Bank shall not provide an overdraft facility on demand deposits or current Accounts, other than in accordance with applicable Law.

2.8 **Modifications.** The Bank will provide 60 days prior notice for any amendment, modification or supplement to any provision of the Agreement. The Customer shall be deemed to have agreed to any amendment, modification or supplement made by the Bank to any provision of the Agreement if the Customer fails to object thereto within five (5) days of the receipt of notice of such amendment, modification or supplement from the Bank.

If the Customer does not agree to any such amendment, modification, or supplement, the Customer shall have the right to terminate the Agreement by providing written notice of termination to the Bank within five (5) days from receipt of the notice of amendment.

2.9 **Inactive Accounts.** Accounts become inactive if there has been no transaction for two (2) years for savings Accounts, and one (1) year for current Accounts. A fee will be levied on all dormant Accounts to the extent permitted by applicable Law. Moreover, any Accounts that is inactive for (10) consecutive years shall be reported to and escheated in favour of the Treasurer of the Philippines upon final judgement by a court of competent jurisdiction in favour of the Government of the Philippines, declaring that the said unclaimed balances have been escheated to the Government of the Philippines.

2.10 **Non-applicability of Article 1250.** The Customer agrees that the provisions of Article 1250 of the Civil Code of the Philippines shall not be applicable to any Account.

2.11 **MICR Checks.** The use of MICR checks printed by entities not accredited by the Accreditation Board of the Bankers Association of the Philippines (BAP) shall constitute a waiver on the part of the drawer or issuer of the right to claim for reimbursement, refund or damage of any kind arising therefrom.

2.12 Cheque Services. Issuance of cheques shall be governed by the rules and regulations imposed by the Philippines Clearing House Corporation and the BSP.

2.13 Foreign Exchange Regulations. Any dealing in foreign exchange involving Philippine Pesos is subject to foreign exchange regulations.

2.14 Customer Agreements. The Customer is understood to have accepted these terms and other additional regulations the Bank may subsequently prescribe from time to time. The Customer acknowledges and agrees that the operation of Account(s) is subject to, and governed by, the rules and regulations of the Bank , the BSP, the Philippine Deposit Insurance Corporation (PDIC) and the BAP.

2.15 Deposit Insurance. Deposits are insured by the PDIC up to a maximum amount of One Million Pesos (P1,000,000.00) (or its equivalent in foreign currency) per depositor, in accordance with applicable PDIC rules.

2.16 Terms Only Enforceable Against the Bank in the Philippines: Unless the Bank otherwise consents, all credit balances (whether in local or foreign currency) in the Customer's Account shall be repaid, repayable and enforceable only at branches of ANZ in the Philippines and all the Customer's rights shall be enforceable only against ANZ in the Philippines. Subject to applicable Laws and the guarantee of ANZ's head office executed pursuant to Philippine law, neither ANZ nor any other office or branch or any other affiliate of ANZ will have any obligation in relation to or be responsible or shall assume liability for repayment of monies placed with or any obligation assumed by the Bank and the Customer shall have no claim or action against the Bank outside the Philippines, and the Customer shall have no right of recourse against, or set-off against assets of, the Bank outside the Philippines. In any event, the Customer waives all such claims, actions and rights of recourse.

2.17 Data Privacy Laws and Regulations. The Customer agrees that the Bank and any Third Party (as defined in Clause 2.20) engaged by the Bank may collect, record, organize, store, update, retrieve, consult, use, disclose, consolidate, block, erase, destroy, or otherwise process the Customer's personal information, including any sensitive personal information, as may be necessary for the purpose of conducting the Bank's business operations and providing the relevant Accounts or Services to the Customer (such as risk management, systems development and testing, credit scoring, fraud prevention, staff training and market or customer satisfaction research) and to comply with its obligations under applicable laws and regulations.

If the Customer provides the Bank with personal information, including any sensitive personal information, of any individual as required by, pursuant to, or in connection with the operation of the Account(s), the Customer represents and warrants to the Bank that it has, to the extent required by applicable Laws: (i) notified the relevant individual of the purposes for which the personal information and sensitive personal information will be collected, processed, used, or disclosed, and (ii) obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use, and disclosure of his/her personal information and sensitive personal information by and to the Bank, in each case, in accordance with or for the purposes of the operation of the Account(s), and confirms that it has been authorised by such individual to provide such consent on his/her behalf.

The Customer confirms to the Bank that each individual referred to in the preceding paragraph is aware of, or has otherwise been informed by the Customer of his/her rights as owner of personal information (including any sensitive personal information), including the right (i) to be informed of, and object to, the processing of any such information, to access, and to rectify any error or inaccuracy thereto, (ii) to suspend, withdraw, or order the blocking, removal, or destruction of any personal information that is incomplete, false, unlawfully obtained, processed, or used for unauthorised purpose, or prejudicial to such individual, and (iii) to be indemnified for damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorised use of such individual's personal information. The Customer further confirms to the Bank that such individual is aware, or has otherwise been informed by the Customer, of his/her right to complain if such individual believes his/her data privacy rights have been compromised or that applicable data privacy laws have been breached.

The Customer agrees and undertakes to notify the Bank promptly upon it becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use, and/or disclosure by and to the Bank of any of his/her personal information, including any sensitive personal information, or the lodging of any complaint by such individual that his/her data privacy rights have been compromised or that applicable data privacy laws have been breached.

If the Customer gives the Bank personal information about someone else or directs someone else to give their personal information to the Bank, the Customer will show that person a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by the Bank.

If the Customer does not want the Bank, loyalty partners or other organisations to tell the Customer about their products or services the Customer may notify the Bank of this by calling the Bank Manager.

2.18 **Creditable Withholding Tax.** Notwithstanding Clause 5.6 of the Conditions, any payments to the Bank which are subject to creditable withholding tax under Philippine tax law shall be subject to deduction by the Customer for or on account of any such tax. The Customer shall ensure that the tax withheld is remitted to, and the required creditable withholding tax return is filed with, the Philippine Bureau of Internal Revenue (BIR) within the period required under Philippine tax regulations. The Customer shall submit to the Bank a copy of the filed creditable withholding tax return, the corresponding certificate of creditable tax withheld, and proof of payment of the tax within the period prescribed by the BIR or other applicable authority for the filing and/or remittance of such tax. Failure by the Customer to remit the tax payment to, or to file such return with, the BIR within the required period, or to submit a copy of the filed return and corresponding certificate of creditable tax withheld to the Bank, in each case within the required period, shall authorise the Bank to debit from any Account of the Customer the amount of the tax withheld and any other amounts corresponding to any losses or damages incurred by the Bank as a result of such failure by the Customer.

2.19 **Service of Process.** If the Bank requests, the Customer will irrevocably appoint a process agent as the Customer's agent to receive any document in any court action in connection with the Agreement and notify the Bank of the name and address of the agent. If the Customer fails to appoint the process agent within 7 calendar days of such request, the Bank shall be entitled to appoint the process agent for and on behalf of the Customer and the Bank shall notify the Customer of the name and address of such process agent appointed. Any charges incurred in such appointment shall be borne by the Customer.

2.20 **Services Offered via Third Party**

(a) The following Services may be offered and provided by the Bank via a third party:

(i) cash deposit;

(ii) cheque deposit;

(iii) cheque printing;

(iv) cash pick-up/withdrawal at the Third Party's counters;

(v) cheque encashment;

(vi) cheque pick-up;

(vii) comprehensive disbursement solution;

(viii) payroll services;

(ix) service for making a payment to, receiving a payment from, or filing with the Bureau of Internal Revenue (BIR), the Bureau of Customs (BOC), the Philippine Social Security System (SSS), the Philippine Health Insurance Corporation (Philhealth) and/or the Home Development Mutual Fund (Pag-IBIG); and

(x) payment or funds transfer service through a Channel provided by the Third Party.

The definition of "Third Party" as defined in Clause 2.1 (Interpretations and Definitions) of the Definitions Schedule shall be amended as follows:

Third Party means any independent contractor, agent, partner bank or collection channels or agents engaged by a partner bank and approved by the Bank, credit reporting body, insurer, reinsurer, Correspondent appointed by the Bank as its agent or a provider of a Third Party System (whether or not located in the Customer's or the Bank's country of incorporation or establishment).

(b) **Authorisation to open ANZ FAO Account.** The Customer authorises the Bank to open an account with the Third Party as notified and agreed between the Bank and the Customer (an "ANZ FAO Customer Account") solely for the purpose of utilising the Services provided via the Third Party. Where required by a Third Party, the Customer shall provide to that Third Party, the necessary supporting document which authorises the Bank to open the ANZ FAO Customer Account with that Third Party. The ANZ FAO Customer Account and the use of the Services shall be subject to the standard terms and conditions of the Third Party, which may be modified by the Third Party from time to time. The Customer authorises the Bank to negotiate with the Third Party and accept, and, where necessary, amend or vary, such terms and conditions on its behalf for the purposes of opening, maintaining and/or operating the ANZ FAO Customer Account or utilizing the Services. The Customer acknowledges that it will not be able to operate and access the ANZ FAO Customer Account in the same manner as its own Account which it opens and maintains with the Bank and, unless otherwise allowed by the Bank and the Third Party, the ANZ FAO Customer Account is controlled and operated by ANZ.

(c) **Acknowledgement and Agreement with respect to Services to be provided by Third Party.** The Customer acknowledges and agrees that:

(i) the Services are provided by the Bank through the Third Party and, where required by that Third Party, it shall ensure that it complies with all the conditions as imposed by the Third Party or as notified by the Bank and/or the Third Party from time to time;

(ii) there may, from time to time, be disruption or interruption to the Services (including the occurrence of a Force Majeure Event) which could affect the ability of the Third Party or the Bank to provide the Services;

(iii) the Bank has no liability to the Customer if the Third Party fails to adequately provide any of the Services provided that the Bank has exercised reasonable care and diligence in the selection and engagement of such Third Party and except where such failure by Third Party is caused by the bad faith, fraud, negligence, or wilful misconduct of the Bank or its agents or service providers;

(iv) each Instruction created by an Authorised Person must be approved by the Bank. For the avoidance of doubt, only an Instruction which has been approved by the Bank would be processed by the Third Party;

(v) it shall be responsible for ensuring the accuracy and completeness of each Instruction and that the Bank has no obligation to verify the correctness of any Instructions;

(vi) (where the Customer wishes to utilize a Service that involves a payment by the Customer, a withdrawal of cash, or the issuance of a cheque at the Customer's request) (a) the Customer shall ensure that there are sufficient cleared and unencumbered funds in the Account as designated by it (including sufficient funds to cover any fees, charges and expenses that are payable to the Third Party) to enable the Bank to approve a payment Instruction; (b) all funding into ANZ FAO Account Customer Account will originate exclusively from an Account held with ANZ in the name of the Customer; (c) the Bank is authorised to debit the Customer's Account and credit the ANZ FAO Customer Account to enable the Third Party to process the approved payment Instructions; and (d) the Bank has the right to reject the Customer's Instruction if there are insufficient funds in the Customer's Account;

(vii) any fees payable to the Third Party arising from the utilization of any of the foregoing Services shall be for the account of the Customer and the Bank shall have the right to debit the Customer's Account for any amount due and owing to that Third Party or to the Bank;

(viii) its Account and the ANZ FAO Customer Account may be subject to a writ, warrant of attachment or execution, or similar process issued by a court of competent jurisdiction or other Authority. In such event, the Bank and the Third Party shall not be liable to the Customer for freezing its Account and the ANZ FAO Customer Account and doing or omitting to do acts in compliance with such writ, warrant or process;

(ix) it will provide the Bank with all information and/or documentation as the Bank or the Third Party may reasonably require from time to time, and to fully avail of the benefits of the Services and other services, the Customer authorises the Bank and the Third Party to share the Customer's information, including contact information and Personal Information, with each other and with their respective subsidiaries, affiliates, representative offices, agents or other authorised parties. Where the Customer provides the Bank and/or the Third Party with Personal Information relating to the Customer's directors, officers, employees, beneficial owners, partners, shareholders, members, authorised signatories, Authorised Persons, representatives, agents, payors, payees, customers, guarantors, spouses of guarantors, other security providers and other natural persons (collectively all of the foregoing who are natural persons, "Related Persons"), the Customer represents and warrants that (X) it has notified and obtained the consent of the Related Person(s) whose Personal Information has been provided by the Customer, and (Y) it has validly acted for and on behalf of such Related Person(s) in disclosing such Personal Information to the Bank and/or the Third Party and for the Bank and/or the Third Party to collect, use, process and disclose the Personal Information; and

(x) it agrees that it will comply with all applicable Law (including the Negotiable Instrument Law) when utilising the Services.

(d) **Cash Deposit.** In connection with cash deposit into the ANZ FAO Customer Account, the Customer agrees that:

(i) it shall be responsible for ensuring that the cash deposited at the branches of the Third Party corresponds with the deposit slip acknowledged by the Third Party;

(ii) if any dispute arises as to any discrepancy between the deposit slip and the amount declared and credited by the Third Party into the ANZ FAO Customer Account, the amount declared by the Third Party shall be binding on the Customer, unless there is manifest error or mistake on the part of that Third Party;

(iii) the Third Party, acting with reasonable care and professionalism, shall be entitled to refuse any cash for deposit for whatever reason; and

(iv) if the ANZ FAO Customer Account is credited before the cut-off time as agreed with the Third Party, the Bank shall credit the Customer's Account on the same Business Day. If the funds are credited after such cut-off time, the Bank shall only credit the Customer's Account on the next Business Day.

(e) **Cheque Deposit.** In connection with any cheque deposited for crediting into the ANZ FAO Customer Account, the Customer agrees that:

(i) the Third Party shall not be obliged to accept cash cheques, stale cheques or post dated cheques for deposit into the ANZ FAO Customer Account and the Third Party shall, acting reasonably, accept or refuse any cheques for deposit in its discretion;

(ii) if any dispute arises as to any discrepancy between the cheques deposited and the amount declared and credited by the Third Party into the ANZ FAO Customer Account, the amount declared by the Third Party shall be binding on the Customer; unless there is manifest error or mistake on the part of that Third Party;

(iii) the Third Party shall act only as collecting agent and shall assume no liability for delays or cheques missing in transit;

(iv) in respect of a cheque sent to a drawee bank for collection, in the case of suspension of or closure of the drawee bank, the Customer shall not hold the Bank or Third Party liable for the value of the cheque deposited into the ANZ FAO Customer Account;

(v) the ANZ FAO Customer Account shall be credited only upon receipt of Cleared Funds and, upon receipt of Cleared Funds, the Bank shall credit the Customer's Account; and

(vi) where the name of the payee as printed on the cheque differs from the ANZ FAO Customer Account name, the Third Party may decline to accept the cheque in its absolute discretion. If the Third Party accepts such cheque or if the Bank is required to provide any indemnity to the Third Party for accepting such cheque, the Customer agrees to indemnify the Bank against any Loss which the Bank suffers in connection with the handling of such cheque.

(f) **Cheque Printing.** In connection with cheque printing, the Customer agrees that:

(i) the Third Party shall not be obligated to issue cash cheques, bearer cheques or cheques payable to a numbered account; and

(ii) the Third Party shall have discretion to refuse the disbursement of cheques at a specific Third Party branch location designated by the Customer unless that location has been agreed between the Customer and that Third Party.

(g) **Cash Pick-Up/Withdrawal at the Third Party's counters.**
In connection with any cash pick-up service, the Customer agrees that:

(i) the Third Party shall have the discretion to refuse the cash pick-up if the Customer's Authorised Person (X) fails to provide valid identification, (Y) does not pick up the cash at the designated branch location, or (Z) fails to comply with any other term(s) in the Instruction; and

(ii) in the event the Authorised Person is unable to pick up the cash at the designated branch location, the Customer is required to submit a change in Instruction.

(h) **Cheque Encashment.** Cheque encashment is a service where the Customer is able to encash a cashier's order or cashier's cheque that the Bank has issued in favour of the Customer at the counters of the Third Party. In connection with cheque encashment, the Customer agrees that:

(i) it will provide the Bank with all the necessary information and/or documentation (as reasonably required by the Bank or Third Party) as regards the Authorised Person requiring the cheque encashment service;

(ii) the Instruction to the Bank shall specify the branch of the Third Party for the cheque encashment, the amount, the signing arrangement and specimen signature;

(iii) it will provide the Bank with at least one (1) Business Day notice prior to the cheque encashment; and

(iv) the Third Party shall have the discretion to refuse any cheque encashment if the Authorised Person fails to provide valid identification.

(i) **Cheque Pick-Up.** In connection with any cheque pick-up service, the Customer agrees that:

(i) the Third Party shall have the discretion to refuse the cheque pick-up if the Customer's Authorised Person (X) fails to provide valid identification, (Y) does not pick up the cheque at the designated branch location, or (Z) fails to comply with any other term(s) in the Instruction; and

(ii) in the event the Authorised Person is unable to pick up the cheque at the designated branch location, the Customer is required to submit a change in Instruction.

(j) **Comprehensive Disbursement Solution.** A comprehensive disbursement solution is a service where the Customer will instruct the Third Party through the Bank to issue a cashier's cheque in favour of a payee. In connection with comprehensive disbursement solution, the Customer agrees that:

(i) no cash cheques, bearer cheque or cheques payable to a numbered account shall be issued; and

(ii) the Third Party shall have the discretion to not hand over the cheque if the Customer's Authorised Person or the payee (X) fails to provide valid identification, (Y) does not pick up the cheque at the designated branch location, or (Z) fails to comply with any other term(s) in the Instruction.

(k) **Payroll Service**

(i) The following terms/definitions shall apply to Payroll Service:

Payroll Account means the deposit account opened by a Payroll Employee of the Customer with a Third Party approved by the Bank.

Payroll Employee means an employee of the Customer whose salary will be credited into the Payroll Account.

(ii) The Customer acknowledges that the "banker-customer" relationship is maintained directly between the respective Payroll Employee and the Third Party and that the Payroll Employee is subject to the usual terms and conditions applicable to the opening and maintenance of a Payroll Account with the Third Party.

(l) **Service for making a payment to, receiving a payment from, or filing with BIR, BOC, SSS, Philhealth and/or Pag-IBIG.** In connection with any service for making a payment to, receiving a payment from, or filing with BIR, BOC, SSS, Philhealth and/or Pag-IBIG, the Customer agrees that:

(i) the Customer shall provide all information and/or documentation as may be reasonably required by the Bank or the Third Party in the prescribed format (if any) in order to be enrolled for the payment, receipt or filing service, and shall abide by any cut-off time stipulated by the Third Party;

(ii) where BIR, BOC, SSS, Philhealth and/or Pag-IBIG has stipulated any rules, guidelines and/or procedures that relates to the payment, receipt or filing service (including (where applicable) to register the relevant ANZ FAO Customer Account), the Customer shall be deemed to have read the relevant rules, guidelines and/or procedures and shall abide by such rules, guidelines and/or procedures when utilizing the relevant payment, receipt or filing service;

(iii) the ability of the Third Party to offer the payment, receipt or filing service is dependent on the existence of an agreement between the Third Party and each of BIR, BOC, SSS, Philhealth and Pag-IBIG and which specify the types of payments, receipts or filings that may be allowed by the relevant body, and such agreements may be amended or terminated at any time by the parties thereto without any need to notify the Bank or the Customer;

(iv) the Customer is solely responsible for ensuring that it settles all outstanding payments and files the required returns with BIR, BOC, SSS, Philhealth and/or Pag-IBIG within the period stipulated by the relevant body or as prescribed by applicable Law;

(v) the Third Party may request that a separate ANZ FAO Customer Account be opened solely for the purpose of facilitating a payment to, or receiving a payment from, BIR, BOC, SSS, Philhealth and/or Pag-IBIG;

(vi) the Third Party shall credit ANZ FAO Customer Account only upon receipt of Cleared Funds from BIR, BOC, SSS, Philhealth and/or Pag-IBIG;

(vii) the payment, receipt or filing service to BIR, BOC, SSS, Philhealth and/or Pag-IBIG is offered by the Third Party's proprietary system and such system interface with the relevant body's system for its payment, receipt or filing transactions and that, from time to time, there may be failure, disruption or interference of the payment, receipt or filing service and the Customer agrees (X) not to hold the Bank or the Third Party liable if the Customer is unable to access the relevant payment, receipt or filing service or any Loss suffered or incurred by the Customer as a result of the foregoing and (Y) to make the relevant payment or filing, or to make alternative arrangements for receiving a payment, through other available means; and

(viii) any discrepancy between the amount due and the payment amount shall be resolved by the Customer directly with BIR, BOC, SSS, Philhealth and/or Pag-IBIG.

(m) **Payment or funds transfer service through a Channel provided by the Third Party.** This is a service where the Customer will be able to instruct the Bank and the Third Party to make payments, or to transfer funds, to certain payees through a Channel provided by the Third Party.

2.21 Access to the ANZ FAO Customer Account and the Services Through the Channel Provided by the Third Party

Where the Bank has agreed to provide the Customer with access to the ANZ FAO Customer Account and/or any of the Services set out in Clause 2.20 above through the Channel provided by the Third Party, the Customer:

(a) acknowledges and agrees that the Third Party may determine what Services may be accessed through the Channel and the operating periods and cut-off times thereon;

(b) shall provide the Bank with a list of Authorised Users who are authorised to access the ANZ FAO Customer Account via the Channel provided by the Third Party, and the Customer confirms that it has obtained the consent of each Authorised User to allow the Bank to forward that Authorised User's information to the Third Party;

(c) acknowledges and agrees that the Bank has absolute discretion to approve or decline any Authorised User without providing any reason;

(d) shall ensure that user identifications (User IDs) and passwords are kept confidential. The Customer shall assume full responsibility for all Instructions given using the User IDs and passwords;

(e) acknowledges and agrees that the Bank shall not be held liable to the Customer for any claims, charges, damages, losses suffered by the Customer as a result of:

(i) any improper or incorrect use of the Channel by the Customer or any Authorised User;

(ii) any interruption, unavailability or breach of security in the Channel provided by Third Party;

(iii) any garnishment order being imposed on the Bank's account with the Third Party or any such order prohibiting withdrawals therefrom issued by any competent Authority or as required by Law; or

(iv) any ANZ FAO Customer Account(s) being closed or put on hold by the Third Party.

2.22 Complaints. The Customer can lodge its complaints through its designated Relationship Manager or through the Bank's Customer Assistance Office (CAO). The CAO can be reached during normal business hours via telephone at (63)(2) 8841 7741, through electronic mail at PH_YourWay@anz.com, or via direct mail sent to 14th Floor Solaris One Building, 130 Dela Rosa St., Legazpi Village, 1229 Makati City. The Customer's complaint will beacknowledged by the Bank in writing within 48 hours of receipt. The Bank's formal response to the Customer's complaint will be transmitted via electronic mail or direct mail to the Customer within 7 to 25 days of receipt depending on the complexity of query.

The turnaround time for complaints in relation to disputed transactions shall be handled in accordance with the procedures and protocols prescribed under BSP rules and regulations.

2.23 Security Alert. The Customer will notify the Bank immediately by telephone (and must confirm such notice in writing within 48 hours of such call) if the Customer believes or suspects that there has been or may be: (A) any fraudulent or unauthorised communication (including Instruction); or (B) any breach of any security procedure prescribed by the Bank (each, a "Security Alert"), and unless and until the Customer notifies the Bank as provided above, the Customer shall remain responsible for, and be bound by, any transactions or communications (including all Instructions) made or which the Bank receives, regardless of whether such transaction or communication (including all Instructions) were in fact made or authorised by the Customer or an Authorised Person or Agent or Authorised User. If after investigation the Security Alert is determined by the Bank to be false, the Customer remains bound by the transaction or communication (including all Instructions). Following receipt of a notice referred to above, the Bank may take such action as the Bank considers appropriate to seek to mitigate or remedy the relevant Security Alert, including suspending the relevant Account or Services until such time as the Security Alert has been resolved. The foregoing shall apply to any transactions or communications (including any Instructions) in connection with an Account or Services.

Complaints relating to disputed transactions shall be handled in accordance with the procedures and protocols prescribed under BSP rules and regulations.

2.24 Clause 2.4 of the Condition is deleted and replaced with the following:

2.4 Liability

Notwithstanding Clause 2.4 of the Conditions, the Bank shall not be liable for any Loss of any kind resulting from the following:

(a) the Customer's non-compliance with the provisions of the Conditions, this Country Schedule, and any applicable law or regulation;

(b) the exercise of the Bank's rights and duties or discharge of the Bank's responsibilities under the Conditions, this Country Schedule, and any relevant schedule, agreement, law, or regulation, provided that the Bank has exercised reasonable care and diligence in doing so;

(c) the Customer's failure to implement security procedures to detect and prevent any unauthorised, fraudulent, or unlawful use of the Customer's Account or Services;

(d) any Force Majeure event as defined in the Definitions Schedule; and

(e) any unavoidable events beyond the Bank's control.

The foregoing limitation of liability shall not apply in cases where the loss or damage incurred by the Customer is solely and directly attributable to the fraud, negligence or willful misconduct of the Bank or its agents.

Notwithstanding the above, the Bank will not in any circumstances be liable for:

(a) loss of data or business which the Customer or Agent may suffer;

(b) any interruption to business; or

(c) any failure to realise anticipated savings, and neither the Bank nor the Customer will be liable to the other party for any Indirect Loss.

Nothing in this provision shall exclude or limit the Bank's liability for any direct Loss to the extent caused by the negligence, fraud, or willful misconduct of the Bank or its agents.

2.25 Clause 2.5 of the Conditions is deleted and replaced with the following:

2.5 Performance of Services

To the maximum extent permitted by Law, the Bank makes no, and disclaims all, warranties, guarantees, conditions and covenants in each case, whether express, statutory, implied or otherwise arising from course of performance, course of dealing or usage of trade (or their equivalents under the laws of any jurisdiction), regarding Services, including:

(a) of merchantability, fitness for a particular purpose or use, title, non-infringement, timeliness or currency; or

(b) that a Service (or access to any portion thereof) will be uninterrupted or error-free, and the Customer assumes the responsibility to take adequate precautions against damages to its operations which could be caused by defects, interruptions or malfunctions in the Service.

In particular, while the Bank has made commercially reasonable efforts to design for and test its Service for most file types where applicable, the Customer acknowledges and agrees that where any file conversions are required in the use of the Service that the Customer will bear the risk of any errors or deficiencies in such file conversion.

2.26 Clause 3.3(b)(i) of the Conditions is deleted and replaced with the following:

the Bank assumes no liability for any diminution in the value of funds in any Account as a result of fluctuation in exchange rates, taxes or depreciation or the unavailability of such funds on maturity due to restrictions on convertibility, requisition, involuntary transfers, moratoria, exchange controls or any Force Majeure Event;

2.27 Clause 3.5(b)(iii) of the Conditions is deleted and replaced with the following:

(iii) the Bank, acting reasonably, may accept or refuse any cheque or Instrument for deposit in its discretion. All cheques deposited are received by the Bank as agent for collection. The Bank may process a cheque even if there is a difference in the beneficiary name specified on the cheque as compared to the account name of the Customer. Dishonoured cheques may be returned by post to the Customer, at its last known address, at the Customer's own risk and expense;

2.28 Clause 3.5(b)(vi) of the Conditions is deleted and replaced with the following:

(vi) the Customer agrees that the Bank need not give prior notice of dishonour or note and protest of any dishonoured Instrument to which the Customer is party and of which the Bank is the holder;

2.29 Clause 3.5(b)(vii) of the Conditions is deleted and replaced with the following:

(vii) any cheque which is returned unpaid from the drawee bank or the Correspondent will be returned by the Bank to the Customer along with the respective return memos. However, if any such returned cheque is stolen, lost in transit or misplaced by the drawee bank or the Correspondent then the Bank will not be under any obligation to return that unpaid cheque to the Customer. Non-payment or loss of the returned cheque will be reflected in the Customer's statement; and

2.30 Clause 3.6(a)(vii) of the Conditions is deleted and replaced with the following:

(vii) unless specified by the Customer in any Instruction, the Bank may, acting reasonably, determine the order of priority of any payment in any Instruction;

2.31 Clause 3.6(b)(iii)(A)(1) of the Conditions is deleted and replaced with the following:

(1) in its discretion, acting reasonably, determine whether to stop or cancel that Instrument; and

2.32 Clause 3.6(b)(iii)(B) of the Conditions is deleted and replaced with the following:

(B) if the Bank has met or, acting reasonably, elects to meet a payment on any Instrument notwithstanding the request from the Customer to stop or cancel the Instrument, the Customer is responsible for and authorises the Bank to debit the Customer's nominated Account for any amount which has previously been credited to the Customer;

2.33 Clause 3.7(b) of the Conditions is deleted and replaced with the following:

(b) If an Instruction in relation to, or a transaction on, an Account would overdraw an Account or exceed an agreed overdraft limit, the Bank is not obliged to, effect such Instruction or transaction.

2.34 Clause 4.2 of the Conditions is deleted and replaced with the following:

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 30 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.

2.35 Clause 4.3 of the Conditions is deleted and replaced with the following:

4.3 Rectification of Errors or Omissions. Notwithstanding Clause 4.2 of the Conditions, the Bank may at any time rectify errors or omissions in any statement, confirmation advice or report which, once so rectified, shall be binding on the Customer unless there is a manifest error or any wilful misconduct, negligence or fraud on the part of the Bank.

2.36 Clause 4.4(b)(ii)(B) of the Conditions is deleted and replaced with the following:

(B) the Bank has no control over the further distribution of such information and accepts no responsibility and accordingly accepts no liability for the actions of the third party bank in connection with such information, except where there has been wilful misconduct, negligence or fraud on the part of the Bank;

2.37 Clause 6.1 of the Conditions is deleted and replaced with the following:

Termination by Notice. Subject to Clauses 6.2 and 6.3, either the Customer or the Bank may terminate an Account or Service by providing the other party with not less than thirty (30) calendar days' prior written notice. Notwithstanding the foregoing, the Customer's right to terminate a time or fixed term deposit Account shall be subject to Clause 3.2.

2.38 Clause 6.2 of the Conditions is deleted and replaced with the following:

6.2 Termination with Immediate Effect. The Bank may terminate an Account or Service with immediate effect and without notice:

(a) in the event of the occurrence of a Termination Event in respect of the Customer;

(b) if, in the Bank's reasonable opinion, acting under the Customer's Instruction or providing any Account or Service to the Customer would cause the Bank to be in breach of any applicable Law, Sanction or requirement of any competent Authority;

(c) if the Bank is required to do so in compliance with any Law, Sanction or requirement of any competent Authority or the Bank's information security policy, anti-money laundering and counter-terrorism financing program or policy, sanctions policy, or any other policy the Bank maintains to satisfy or reduce the risk of non-compliance with legal, regulatory obligations; or

(d) in the event a Third Party stops providing a service or part of a service to the Bank that is reasonably necessary for the Bank to provide all or part of the Account or Service.

Upon such termination, any amount owing by the Customer to the Bank under the Agreement shall become immediately due and payable.

2.39 Clause 6.5 (b) of the Conditions is deleted and replaced with the following:

if there remains a credit balance after such debiting, the Bank will transfer such credit balance in accordance with the Customer's Instructions or, if no Instructions are given by the Customer, the Customer authorises the Bank, at its discretion, acting reasonably, to transfer such credit balance: (i) by such means of remittance as the Bank reasonably deems appropriate; (ii) to any other Account or account of the Customer; or (iii) by means of a cheque payable to the Customer, mailed to the Customer at its last known address; and;

2.40 Paragraph (c) is added to Clause 6.5 of the Conditions:

if the Account is a Foreign Currency Account, the Bank may, at its discretion, convert such credit balance into the currency of the jurisdiction in which the Account is held at the Applicable Rate and any charges incurred in connection with such conversion will be for the account of the Customer.

2.41 Clause 7.1 of the Conditions is deleted and replaced with the following:

7.1 Agreed Currency. Each amount due and payable by the Customer to the Bank under this Agreement must be made in the Agreed Currency. If an amount is received other than in that Agreed Currency and, for any reason (other than the Bank's fraud, negligence or wilful misconduct), the amount so received by the Bank (converted at the Applicable Rate where applicable) falls short of the amount in the Agreed Currency payable to the Bank, the Customer will, to the extent permitted by applicable Law, immediately pay such additional amount in the Agreed Currency as may be necessary to compensate for the shortfall.

2.42 Clause 7.2 of the Conditions is deleted and replaced with the following:

7.2 Indemnity for loss. The Customer agrees to indemnify and keep indemnified the Bank, its agents and representatives and make good all Loss, including actual legal costs reasonably incurred by the Bank, (except to the extent that such Loss was caused by the Bank's, its agents', representatives' or appointed receivers' wilful misconduct, negligence, fraud or mistake (except a mistake caused by an act or omission of the Customer, the Customer's Agent or a third party)) which the Bank, its agents or representatives may suffer, incur or sustain in connection with or related to:

(a) a representation, warranty or statement made, or taken to be made, by or on behalf of the Customer in relation to an Account or Service being incorrect or misleading (including by omission) when made or taken to be made;

(b) the Customer's use of the Account or Service other than in accordance with the Agreement;

(c) failure by the Customer (or its Agent) to perform or observe any of its obligations under the Agreement;

(d) there are insufficient Cleared Funds to cover a Withdrawal and the Customer fails to provide sufficient Cleared Funds in the Account to cover the Withdrawal within three Business Days (or as otherwise agreed with the Customer);

(e) any determination or decision made to act or refusal to act by the Bank in connection with the Account or Service because of a court order or other similar obligation (whether or not subsequently discharged);

(f) the Bank acting, or declining to act on the Customer's Instructions or any instruction or request which the Bank reasonably believes to be given by or on behalf of the Customer irrespective of the Channel used;

(g) taking reasonable steps in connection with a subpoena, notice, order or enquiry by an Authority involving the Customer, its business or assets, an Account or Service or anything in connection with them except to the extent the subpoena, notice, order or enquiry arose because of an actual or suspected breach of Law by the Bank;

(h) the Bank exercising, enforcing or preserving rights, powers or remedies in connection with this Agreement or an Account or Service;

(i) any claim made against the Bank by a third party relating to any Account or Service;

(j) it being unlawful in any jurisdiction for the Bank to perform its obligations or enforce its rights;

(k) any breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws (other than by the Bank) arising in relation to an Account or Service provided to the Customer or as a result of ANZ acting on the Customer's Instructions;

(l) any breach by the Customer of a Law or requirement of any Authority; or

(m) any transaction to which an Account or Service relates in any way being tainted by fraud or alleged fraud (other than the Bank's fraud).

For the avoidance of doubt, the foregoing indemnity shall include, without limitation, any liability for tax and any deficit balances in any Account.

The Customer agrees to pay amounts due under this Clause 7.2 on demand from the Bank. In the demand, the Bank (acting reasonably) will specify the date by which payment must be made. The Customer must pay by that date.

Any indemnity or similar obligation in this Agreement: (1) is a continuing obligation despite any intervening payment, settlement or other thing; (2) independent of the Customer's other obligations; (3) survives the termination or discharge of any Account or Service; and (4) is in addition to any other rights that the Bank has under this Agreement, or given independently by law.

It is not necessary for the Bank to incur an expense or make a payment before enforcing a right of indemnity under this Agreement.

2.43 Clause 7.3 of the Conditions is deleted and replaced with the following:

7.3 Agency Indemnity. Without prejudice to Clause 7.2 (Indemnity for Loss), the Customer agrees to indemnify and keep indemnified the Bank, its agents and representatives and make good all Loss, including actual legal costs reasonably incurred by the Bank, that the Bank, its agents or representatives may suffer, incur or sustain as a result of the Bank acting on an Instruction of the Agent, except to the extent that such Loss was caused by the Bank's, its agents', representatives' or appointed receivers' wilful misconduct, negligence, fraud or mistake (except a mistake caused by an act or omission of the Customer, the Customer's Agent or a third party).

2.44 Miscellaneous. Australia and New Zealand Banking Group Limited is regulated by the BSP with official website at https://www.bsp.gov.ph and through its Consumer Protection and Market Conduct Office at (02) 5306 2584.

3. Payments Service Schedule

3.1 Any Customer purchasing a cashier's, manager's or certified cheque from the Bank shall submit to the Bank the following documents and information, each in form and substance acceptable to the Bank:

(a) Documents showing the Customer's true and full name. If the Customer is purchasing the check on behalf of another person, it must also submit documents showing the true and full name of such person;

(b) The purpose for which the check is being purchased; and

(c) Any other document or information that the Bank may reasonably require for the purpose of complying with legal and regulatory requirements and its internal policies and procedures. The Customer represents and warrants to the Bank that (i) all documents and information submitted by it as provided above are valid, true, correct and complete, and (ii) the cheque is being purchased and will be used for a legitimate purpose (including but not limited to trade settlement of corporate expenses, settlement with government agencies or utility service providers, supplier payments or payments to employees or agents).

4. Collections Service Schedule

4.1 Cash Collection Services

(a) In connection with any Cash Collection Services, the Customer hereby authorises the Bank to engage, at its discretion, one or more courier service providers to carry out the instructions from the Customer. The Customer accepts that no deposit relationship exists with the Bank for the cash in transit. Notwithstanding the engagement of any courier service provider, the Bank shall remain responsible for the Cheque Collection Services, and shall ensure that such outsourced activities are conducted in a safe and sound manner and in compliance with applicable laws, rules, and regulations. The Bank shall not be liable for any disruption, failure, error, or delay in performance or delivery of the Cheque Collection Service or any component thereof due to causes which are attributable to the Bank's agent or service provider, without any fraud, negligence, or wilful misconduct on the part of the Bank.

(b) A minimum amount of PHP500,000 per trip is required for Cash Collection Services.

(c) Notwithstanding Clause 2.4 of the Collections Service Schedule, the determination of the Bank will be final and binding on the Customer, subject to remedies available under applicable laws and regulations of the **Bangko Sentral ng Pilipinas**.

4.2 Cheque Collection Services

(a) In connection with any Cheque Collection Services, the Customer hereby authorises the Bank to engage, at its discretion, one or more courier service providers to carry out the Instructions from the Customer. The Customer accepts that no deposit relationship exists with the Bank for the cheque in transit. Notwithstanding the engagement of any courier service provider, the Bank shall remain responsible for the Cheque Collection Services, and shall ensure that such outsourced activities are conducted in a safe and sound manner and in compliance with applicable laws, rules, and regulations. The Bank shall not be liable for any disruption, failure, error, or delay in performance or delivery of the Cheque Collection Service or any component thereof due to causes which are attributable to the Bank's agent or service provider, without any fraud, negligence, or wilful misconduct on the part of the Bank.

(b) Notwithstanding Clause 3.4 of the Collections Service Schedule, the determination of the Bank will be final and binding on the Customer, subject to remedies available under applicable laws and regulations of the Bangko Sentral ng Pilipinas.

(c) Notwithstanding Clause 3.5 of the Collections Services Schedule, the Bank is not obliged to inform the Customer of the reason for rejecting an instrument, unless requested by the Customer and subject to applicable laws and regulatory requirements.

4.3 Post Dated Cheque Management Services

(a) The Bank shall not be liable for any dishonour of post-dated cheques for any reason including, but not limited to, insufficient funds, closed accounts, or stop payment instructions, provided the Bank acted in good faith and without fraud, negligence or wilful misconduct and has processed the cheque in accordance with applicable operational procedures and clearing system rules.

(b) The Bank shall process post-dated cheques in accordance with the Check Image Clearing System (CICS) and applicable BSP Circulars. The Bank shall not be liable for any delays, errors, or losses to the extent caused by the Check Image Clearing System (CICS), clearing participants, or third-party clearing system systems or operators, except to the extent caused by the Bank's fraud, negligence or wilful misconduct.

4.4 **Indemnification.** Notwithstanding Clause 7 of the Conditions, the Customer shall indemnify and keep indemnified the Bank, its agents and representatives and make good all Loss, including actual legal costs reasonably incurred by the Bank (except to the extent that such Loss was caused by the Bank's, its agents, representatives or appointed receivers' wilful misconduct, negligence, fraud, or mistake (except mistake caused by an act or omission of the Customer, the Customer's Agents or a third party) with the Bank, its agents or representatives may suffer, incur or sustain in connection with the dishonour, delay, or misprocessing of any post-dated cheque warehoused under this facility.

4.5 **Non applicability.** The following services are not offered in the Philippines: Purchase and/or Discounting Service; Instacredit Service; Direct Debit Management Service; Lockbox Service; Virtual Account; and Aggregator Service.

5. Liquidity Service Schedule

5.1 **Sweep Services.** Sweep Services may not be used by the Customer for profit remittance, dividend disbursements or inter-company loans.

5.2 Clause 3.3 of the Liquidity Service Schedule shall be amended as follows:

Subject to applicable Law, the Bank may immediately and without notice reverse any credit to a Sweep Account by way of debit (even if in doing so the Bank creates an overdraft in the Sweep Account), if the Bank reasonably believes that the credit was not permitted by Law or resulted in a cost or charge to the Bank that it is not able to pass on to the Participant.

5.3 **Notional Pooling Services.** Notional Pooling Services are not offered in the Philippines.

6. Application Programming Interface (API)

6.1 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.

6.2 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.

7. ANZ Digital Key

7.1 For the purpose of this Clause 7, the following additional definitions apply:

Digital Key means the 'ANZ Digital Key application' provided under and in accordance with the Digital Key Terms.

Digital Key Terms means the ANZ Digital Key Terms and Conditions and Licence Agreement (Philippines Edition) available at www.anz.com.

7.2 If the Customer or its Authorised Person (who is a User) uses the Digital Key, the Customer agrees:

(a) that it will ensure each of its Users will agree to, and comply with the Digital Key Terms;

(b) the Bank is not responsible for a User's Mobile Device's antivirus and security software used to prevent unauthorised access to the Digital Key; and

(c) the Digital Key is a Credential and a Security Device for the purpose of the Conditions.

8. Supplemental Account Services

8.1 **Sub Accounts and Core ID.** New Clause 2.6 shall be added to the Supplemental Account Services Schedule:

Without prejudice to Clause 9.1 (Authorisation to Disclose) of the 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 to the extent necessary for the operation, administration, reconciliation, reporting and continued provision of the Sub-Accounts and related Services, including without limitation, the continued provision of the Sub Accounts to each Connected Customer and related Services under this Service Schedule. Such disclosure shall be subject to applicable laws, including data privacy laws and regulations. For this purpose, the Customer waives its rights under applicable bank secrecy laws and regulations including Republic Act No. 1405, as amended, Republic Act No. 6426 as amended, Section 55.1 of Republic Act No. 8791, to the extent permitted by law and necessary to give effect to this Clause.

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