

VISA INTELLILINK SPEND MANAGEMENT

TERMS AND CONDITIONS 11.16



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These Terms and Conditions only apply if you have applied for Visa IntelliLink Spend Management.

1. INTRODUCTION

Visa IntelliLink Spend Management is an expense management application provided by ANZ and Visa. Visa IntelliLink Spend Management allows Customers to allocate expenses incurred on an ANZ charge card together with cash disbursement expenses through an online software program accessed via a Web Portal provided by Visa to the Customer to assist with the Customer's management of charge card and cash disbursement expenses.

ANZ agrees to provide the Customer with Visa IntelliLink Spend Management on the terms and conditions of the Agreement.

By completing and signing the Application Form, you accept these Terms and Conditions. You become a Customer on the date you sign the Letter of Offer, accepting ANZ's offer of ANZ IntelliLink Spend Management and/or an ANZ Commercial Card Facility.

2. DEFINED TERMS

"Active User" includes account administrators and any other person accessing Visa IntelliLink Spend Management who does not also have a charge card managed on Visa IntelliLink Spend Management.

"Agreement" means the Letter of Offer and these Terms and Conditions.

"ANZ" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and, where appropriate, the Service Provider.

"ANZ Customer Fee" means the fee payable for the provision of Visa IntelliLink Spend Management outlined in the Letter of Offer.

"ANZ Data File" means Visa Compliant file containing all cardholders transactions received by ANZ on a particular Business Day for the Customer but, for the avoidance of doubt, may not include all transactions initiated by a cardholder on a particular Business Day (because, for example, it was an offline or manual transaction).

“ANZ Manager” means the ANZ Commercial Cards representative with whom the Customer has a relationship.

“Application Form” means the Visa IntelliLink Spend Management Application Form completed by the Customer.

“Billing Account” means the charge card centralised billing account nominated by you for the purposes of the Agreement.

“Business Day” means a day that is not Saturday, Sunday or a public holiday in Melbourne.

“Confidential Information” means the Agreement and that fact that the Agreement exists, and any information, procedures and material of whatever nature and in whatever medium relating to one party (the Discloser), including, where relevant, information and material relating to Discloser’s customers (former, current or potential), the Discloser’s related bodies corporate (as defined in the Corporations Act), or other third parties which is or has been disclosed, or becomes available to, or is accessible by the other party (the Recipient) in any discussion or activity related to the Agreement, which a reasonable person of a confidential nature. Such information shall not include information that:

- was in the public domain at the time of its disclosure by the Discloser or acquisition by the Recipient; or
- became part of the public domain after its disclosure by the Discloser or acquisition by the Recipient, otherwise than through a disclosure in breach of an obligation of confidence; or
- is or came lawfully in to the possession of the Recipient independently of and not related in any way to the Agreement; or
- was independently known by the Recipient at the time of its disclosure by the Discloser or acquisition by the Recipient.

“Customer” means a Visa IntelliLink Spend Management Customer in accordance with the Agreement.

“Eligible Cardholder Transactions” means those transactions contained in an ANZ Data File.

“Letter of Offer” means the letter of offer issued to the Customer by ANZ for Visa IntelliLink Spend Management and/ or an ANZ Commercial Card Facility.

“Non-ANZ Data File” means data provided to Visa by a non-ANZ credit card or charge card issuer at the direction of the Customer in connection with the Visa IntelliLink Spend Management Services.

“Software” means the software as a service application provided to the Customer under the Agreement to facilitate the provision of Visa IntelliLink Spend Management.

“Terms and Conditions” means these Visa IntelliLink Spend Management Terms and Conditions as varied from time to time.

“Visa” means Visa Worldwide Pte Limited.

“Visa IntelliLink Spend Management” means the IntelliLink spend management application provided by ANZ and Visa to the Customer in accordance with the Agreement.

“Web Portal” means an electronic link provided by Visa to the Customer which allows a Customer to access Visa IntelliLink Spend Management.

“you”, “your” or “yours” means the Customer.

2.1 Interpretation

- (a) A reference to an individual or person includes a reference to a company or partnership and vice versa.
- (b) The singular includes the plural and vice versa.
- (c) A reference to an agreement, a document or a law is a reference to the agreement, document or law (and, if applicable, any of its provisions) as amended, novated, supplemented or replaced for the time being.
- (d) A schedule to a document is a part of the document.
- (e) Section, clause and other headings and notes are not part of this agreement; they are for convenience only.
- (f) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

2.2 Customer More Than One Person

If the Customer is made up of more than one (1) person:

- (a) the liability of those persons under this agreement is joint and several; and
- (b) a reference to ‘you’ or ‘Customer’ includes a reference to each of those persons individually and to any two (2) or more of them together.

3. PROVISION OF VISA INTELLILINK SPEND MANAGEMENT

ANZ agrees to provide you with Visa IntelliLink Spend Management in accordance with the Agreement. ANZ agrees to do this in exchange for you carrying out your obligations under the Agreement (including without limitation your obligation to pay the ANZ Customer Fee).

4. VISA INTELLILINK SPEND MANAGEMENT

4.1 Software

You are granted a non-exclusive limited licence to access and use the Software solely to the extent necessary for you to receive the benefits of Visa IntelliLink Spend Management.

The grant of this limited licence is conditional upon your agreement to, and compliance with, the terms and conditions of the Agreement.

4.2 Implementation of Visa IntelliLink Spend Management

Once your application is approved, Visa will contact you to define the scope of the implementation and the training required for Visa IntelliLink Spend Management. Visa's implementation and training fees will be charged by ANZ to the Customer.

You are granted a limited licence to access and use the training materials solely to the extent necessary for you to receive the benefit of Visa IntelliLink Spend Management. This licence may be revoked by ANZ and/or Visa at any time by notice to you.

You will be unable to use Visa IntelliLink Spend Management until you have been provided with log on details to the Web Portal and the first ANZ Data File has been uploaded by Visa to Visa IntelliLink Spend Management.

4.3 Use of Visa IntelliLink Spend Management

Eligible Cardholder Transactions will appear on Visa IntelliLink Spend Management, 2 to 4 Business Days after the Eligible Cardholder Transaction.

However, you acknowledge that the transmission of an ANZ Data File involves a third party who will encrypt the information contained in the ANZ Data File before forwarding to Visa. From time to time, there may be delays in the transmission of the ANZ Data File from the third party to Visa and, in those cases, ANZ is not liable to you for any loss or damage you suffer due to a delay (whether avoidable or not) in the transmission of the ANZ Data Files from the third party to Visa.

4.4 Transmission of Non-ANZ Data Files

You may elect to view and manage non-ANZ charge card expenses through Visa IntelliLink Spend Management. If so, it is your sole responsibility to procure the transmission of Non-ANZ Data Files to Visa.

ANZ has no responsibility whatsoever for any Non-ANZ Data Files and is not liable for any loss or damage suffered by you in any way connected with the transmission or uploading of the Non-ANZ Data Files or with the management of expenses contained in the Non-ANZ Data Files.

4.5 Support

4.5.1 During the implementation period

Visa will provide implementation and/training services during the set-up phase of the Visa IntelliLink Spend Management software. ANZ implementation will be limited to the setting up of the ANZ Data files that feeds into Visa IntelliLink Spend Management. During this period you can contact your ANZ Manager for any queries that you may have.

4.5.2 After the implementation period

Once the implementation process has been completed to the satisfaction of Visa, you must submit any requests for assistance (whether service questions or fault notifications) to ANZ Servicing by phoning: 1800 636 359.

4.6 Upgrades

From time to time, you may be notified of an upgrade for the Software. This will be communicated to you via a message on Visa IntelliLink Spend Management. Should your assistance be required, Visa will contact you and advise you of its requirements. In this case, you must provide all assistance requested by Visa.

Your rights to use the Software (including the non-exclusive limited licence) are automatically upgraded to the use of the upgraded software.

4.7 Termination

ANZ may terminate your access to Visa IntelliLink Spend Management at any time by giving you thirty (30) days' written notice regardless of whether or not you are in breach of the Agreement. You may terminate Visa IntelliLink Spend Management by advising your ANZ Manager in writing or by faxing to ANZ the details at least seven (7) Business Days before you intend the termination to take effect.

5. FEES AND CHARGES

5.1 ANZ Customer Fees

ANZ will charge you the ANZ Customer Fee and any other fees and charges applicable to Visa IntelliLink Spend Management at the rate, timeframes and manner set out in the Letter of Offer or as otherwise notified to you by ANZ.

The ANZ Customer Fee will be debited against your Billing Account annually and is calculated on the number of ANZ issued cards managed on Visa IntelliLink Spend Management.

ANZ may vary the ANZ Customer Fee and any other fees and charges applicable to Visa IntelliLink Spend Management, or introduce new fees, at its discretion on 30 days' notice to you.

5.2 Non-ANZ Issuer fees

If you elect to manage non-ANZ issued credit and/or charge cards on Visa IntelliLink Spend Management, you may incur certain fees from your other financial institutions.

It is your responsibility to manage any fees associated with non-ANZ issued credit and/or charge cards and ANZ accepts no responsibility whatsoever for any fees incurred by you from other financial institutions in connection with managing non-ANZ issued credit and/or charge cards on Visa IntelliLink Spend Management.

6. GENERAL

6.1 You are a customer of ANZ

By accepting these Terms and Conditions, you acknowledge that:

You are a customer of ANZ:

- ANZ has procured Visa to provide Visa IntelliLink Spend Management to you on its behalf;
- You must follow all directions given to you by ANZ and/or Visa in relation to Visa IntelliLink Spend Management; and
- You must return any documents or information provided to you throughout the course of receiving Visa IntelliLink Spend Management upon termination of the Agreement.

6.2 Using Visa IntelliLink Spend Management

You must ensure that any use of Visa IntelliLink Spend Management is solely for your internal business purposes and is not used for providing outsourced services to any third party unless you have received the prior written approval of ANZ.

It is your responsibility to keep backups of all ANZ and non-ANZ issued credit and/or charge card expense details.

6.3 User names and passwords

You must ensure that any user names and passwords issued to you in connection with Visa IntelliLink Spend Management are kept confidential and you take reasonable steps to safeguard these user names and passwords. You must immediately notify ANZ if you reasonably believe that your user names and passwords have been compromised or have otherwise been lost or forgotten.

6.4 Equipment

You are solely responsible for and must bear all costs associated with providing the necessary equipment, facilities and connectivity, (including without limitation any internet access and telecommunications services) to enable you to use and access Visa IntelliLink Spend Management.

You must ensure that your equipment complies with any minimum requirements notified to you by ANZ and/or Visa.

6.5 Virus protection

Visa IntelliLink Spend Management is an internet-based application and you are therefore responsible for maintaining comprehensive virus protection software on your computer system. ANZ accepts no liability in the event your computer system is compromised by a virus (whether preventable or not) which was obtained in connection with your use of Visa IntelliLink Spend Management that in any way causes loss or damage to you (including, without limitation, the loss of transaction data for any cards managed on Visa IntelliLink Spend Management).

6.6 Your obligations

You must not:

- Assign or grant sublicences of any of your rights under this Agreement or permit third parties to use or modify the Software;
- Provide the Software either directly or indirectly to any third party;
- Copy, modify, enhance or adapt the Software or any part of Visa IntelliLink Spend Management ;
- Unless otherwise permitted by law, reverse engineer or decompile the Software;
- Exploit the Software or use Visa IntelliLink Spend Management otherwise than as permitted under this Agreement;

- Based on the Software or any other feature of Visa IntelliLink Spend Management, attempt to create any software or services which has features or functionality the same as or similar to the features and functionality of the Software or Visa IntelliLink Spend Management.

6.7 Intellectual Property

This Agreement does not assign to you any intellectual property rights in Visa IntelliLink Spend Management Services or the Software.

6.8 Availability of Visa IntelliLink Spend Management

ANZ cannot guarantee the uptime and availability of Visa IntelliLink Spend Management. From time to time, there may be circumstances outside the control of ANZ which results in Visa IntelliLink Spend Management being unavailable. If these circumstances arise, ANZ accepts no liability for any loss or damage you suffer as a result of being unable to access Visa IntelliLink Spend Management.

From time to time Visa may, by giving you notice, deactivate or disconnect access to Visa IntelliLink Spend Management to carry out system maintenance, upgrading, testing or repairs.

ANZ and/or Visa may immediately limit or suspend your access to Visa IntelliLink Spend Management without notice if they reasonably suspect that you or any person using your user name and password are using Visa IntelliLink Spend Management for an unlawful or improper purpose.

6.9 Transmission of information

Visa IntelliLink Spend Management requires the exchange of certain information between ANZ, Visa and the Customer. Unless this information is exchanged, ANZ may be unable to provide Visa IntelliLink Spend Management to you. You acknowledge and agree that this information may be:

- (a) exchanged between ANZ and Visa for the purpose of establishing and maintaining a Customer on Visa IntelliLink Spend Management; or
- (b) provided by the Customer to Visa for the purpose of Visa providing implementation services and ongoing support for the provision of Visa IntelliLink Spend Management; or
- (c) transmitted, received or stored, processed, generated, compiled or modified through the use, or in connection with the provision of Visa IntelliLink Spend Management either to or from ANZ, Visa or the Customer.

The Customer acknowledges and agrees that ANZ does not make any representation or warranty as to the accuracy of the data or reports provided under or in connection with Visa IntelliLink Spend Management.

6.10 ANZ Liability

To the extent permitted by law and without limiting any other clause in these Terms and Conditions, ANZ will not be responsible for any loss or damage (including consequential loss or damage) suffered by you under this Agreement including, but not limited to, loss or damage to data and loss or damage arising from events within ANZ'S direct control or suffered because any telephone line, internet connection or other communication device or service is malfunctioning or not operating, except loss or damage arising from events within ANZ'S direct control or attributable to the negligence or wilful default of ANZ.

To remove any doubt and without limiting the generality of this provision, the supply of Visa IntelliLink Spend Management and activities related to it are dependent on services provided by other parties (including Visa) and communications, processing and other systems (including, without limitation, a working internet connection) which are subject to failure, error or interruption for a variety of reasons outside of ANZ's control. ANZ will not have any liability for such failure, error or interruption or any other matter resulting from it.

6.11 Changes to these Terms and Conditions

ANZ may change any of the following by giving you reasonable notice of the change, either in writing, or by advertisement in a major or national daily newspaper:

- the name, charging date, frequency, manner
- of payment or method of calculation of any fee payable under these Terms and Conditions;
- the services or software under Visa IntelliLink Spend Management;
- the technological system or infrastructure requirements to run Visa IntelliLink Spend Management;
- transfer, novate or assign ANZ's rights and/or obligations under these Terms and Conditions or Agreement (including, for the avoidance of doubt, to Visa);
- the name of Visa IntelliLink Spend Management; or
- any other term or condition in these Terms and Conditions.

ANZ may make the following changes by giving you thirty (30) days notice in writing,

- introduce new fees and charges for Visa IntelliLink Spend Management; or
- vary any existing fee under Visa IntelliLink Spend Management.

Despite this clause, ANZ will always give you notice in accordance with any applicable laws or industry codes (such as the Code of Banking Practice) which require any minimum notice periods or specific methods of notification.

6.12 Government Taxes and Charges

If any government taxes, duties, or charges such as stamp duty become payable (whether by you or by ANZ) on or in connection with these terms and conditions, this will appear on the statement of your Billing Account.

6.13 Privacy

ANZ will collect and use information about you during the course of your relationship with ANZ. We explain below when and how ANZ may collect, use and disclose this information.

It is important that the information ANZ holds about you is up to date. You must let ANZ know when information you have provided to ANZ has changed.

Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

6.13.1 Collection, use and disclosure of information

ANZ may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);

- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

6.13.2 Absence of relevant information

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

6.13.3 Information required by law etc.

ANZ may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at www.anz.com/privacy.

6.13.4 Providing your information to others

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;

- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you are an individual Customer, or a director of a Customer, and do not want us to tell you about products or services, phone 13 13 14 or your ANZ Manager to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at www.anz.com/privacy.

6.13.5 Credit Reporting

If you are an individual Customer or a director of a Customer, you agree that ANZ may obtain information about your credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. ANZ may also disclose information about you to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request

credit reporting bodies not to use your information in certain circumstances, is available at www.anz.com/privacy.

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

6.13.6 ANZ Privacy Policy

ANZ's Privacy Policy (www.anz.com/privacy) contains information about:

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

6.13.7 Collecting Sensitive Information

ANZ will not collect sensitive information about you, such as information about your health, without your consent.

6.13.8 Personal Information you provide about someone else.

If you give ANZ personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

6.14 Waiver

The rights ANZ has under these terms and conditions cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

- ANZ does not waive any right merely because it does not exercise that right or does not exercise it as soon as it can; and
- if ANZ exercises a right once or partly, it does not mean it cannot exercise that right again or other rights.

6.15 Changes in Law

ANZ may immediately terminate your ANZ Intellilink Spend Management Service (including revoking any licences associated with the service) previously granted to you) by giving you written notice if, in ANZ's reasonable opinion, it has

become illegal in a jurisdiction, or otherwise impracticable, for ANZ to continue to make any Visa Intellilink Spend Manager Service available.

6.16 How ANZ Gives You Notices

Except where ANZ is otherwise required by law, where more than one (1) person has signed the Application Form (for example, 2 directors have signed the Application form), ANZ can send you notices or other documents (including changes to these terms and conditions) by giving them to any one (1) of the persons who signed the Application Form and this will be deemed to be notice given to the Customer.

If ANZ does this, it will be considered to have been received by all of you.

You acknowledge that ANZ may deliver written notices to you in any of the following ways and consent to notices being delivered in any of these ways:

- A notice must be in writing and is taken to be received:
 - If delivered personally – at the time of delivery;
 - If sent by post – on the third Business Day after posting;
 - If sent by facsimile – on the date the transmitting machine records transmission of the complete document;
 - Electronically to your email address, or other electronic mail address (including via short message service to a mobile phone number nominated by you) last known to ANZ – at the time the message is transmitted by ANZ; or
 - To any person nominated by you to receive such notices
 - at the times set out above, depending on the method of giving such notice.

The address, facsimile number, email address or mobile phone number to be used for notices is the last address, facsimile number or email address advised to ANZ by you. You must inform ANZ immediately of any change to your address, facsimile number, email address or mobile phone number.

ANZ may authorise Visa to provide notices on its behalf.

6.17 How You Give ANZ Notices

A notice that you give to ANZ under these terms and conditions must be signed by you or by your authorised representative. If more than one (1) person signed the

Application Form, all of you must sign any notice given to ANZ under these Terms and Conditions.

You may give ANZ a notice by posting it in a pre-paid envelope addressed to ANZ. ANZ's address is that shown in the Visa IntelliLink Spend Management Letter of offer or any other address notified to you by ANZ. Your notice will be effective when ANZ receives it.

6.18 Assignment of Rights

ANZ may, without telling you and without obtaining your consent, transfer, assign or novate any of its rights and/or obligations under, or in connection with, these Terms and Conditions.

ANZ may give information about these Terms and Conditions, and your obligations under these Terms and Conditions, to anyone who is a transferee, assignee or novatee of ANZ's rights under these Terms and Conditions or is considering becoming a transferee, assignee or novatee.

You may not transfer any of your rights or obligations under these terms and conditions unless ANZ consents in writing.

For the avoidance of doubt, "ANZ" in this clause means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 only.

6.19 Code of Banking Practice

If you are an individual or if you acquire Visa IntelliLink Spend Management in connection with a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides Visa IntelliLink Spend Management to you.

6.20 GST

6.20.1 Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) unless provided otherwise.

6.20.2 Any reference in this Agreement to fee, price, value, sales, revenue, or similar amount ('Revenue') shall be a reference to that Revenue exclusive of GST, unless and to the extent that the Revenue is expressly agreed to be GST inclusive.

6.20.3 The parties each have an ABN and are registered for GST.

6.20.4 If any supply made under or in connection with this Agreement is subject to GST, the supplier may increase the consideration otherwise provided for by the amount of that

GST and recover such additional amount from the recipient. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

6.20.5 If the recipient is required to reimburse the supplier for any costs, the amount must be reduced to the extent that the supplier is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.

6.20.6 No payment of any amount in respect of GST is required until the supplier has provided a tax invoice or adjustment note, as the case may be, to the recipient. The supplier must provide a tax invoice or adjustment note to the recipient as required by the GST Act. It should be noted that the Letter of Offer will contain sufficient information to be considered a tax invoice.

6.21 Anti-Money Laundering and Sanctions

6.21.1 You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:

- may break any law or regulation in Australia or any other country;
- involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must give us all the information we reasonably need to manage anti-money laundering, or counter-terrorism financing and economic and trade sanctions risk or to comply with any law in Australia or any other country.

You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

6.21.2 You warrant and undertake to ANZ that you will not request ANZ to take any action, or to perform any obligation, in connection with the Agreement that might cause ANZ to be involved in any unlawful act on the part of ANZ. Should you become aware that ANZ might become involved in an unlawful act in connection with the Agreement, you must immediately tell ANZ of the fact or circumstance that might cause ANZ to be at risk or involvement in an unlawful act. Should you become aware that ANZ has become involved in an unlawful act, as a result of its performance of any action or obligation in connection with the Agreement, you must immediately tell ANZ of the facts or circumstances that has caused this to occur.

6.21.3 You agree that ANZ may disclose any information concerning you to any law enforcement agency or court where required to do so under any law or regulation (including a law or regulation of a foreign place or jurisdiction).

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Australian Credit Licence Number 234527. Item No. 93133. 11.2016. W550979



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