

ANZ CLEARING SERVICES

COUNTRY SCHEDULE – AUSTRALIA

This Country Schedule forms part of the Terms and Conditions and shall be effective from the date ANZ opens an Account for, or provides an ANZ Service to, Correspondent pursuant to those Terms and Conditions.

For any Account and ANZ Services provided in Australia, the relevant ANZ Group Member and “ANZ” means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and, for the avoidance of doubt, the ANZ Location is Australia and the Governing Jurisdiction is the State of Victoria, Australia.

The Terms and Conditions as applicable to those ANZ Services are amended, supplemented and varied as follows. Capitalized terms used in this Country Schedule and not otherwise defined have the meanings ascribed to them in the Terms and Conditions.

1.1 Definitions

The definition of “Customer Information” contained in the Terms and Conditions includes Personal Information. For ANZ Services provided in Australia, Personal Information is defined as follows:

“**Personal Information**” means information or an opinion about an identified individual or an individual who is reasonably identifiable.

In dealing with ANZ, ANZ is likely to collect and use Personal Information. This includes Personal Information about certain Representatives and other relevant personnel of Correspondent, customers of Correspondent, and applicants for transfer of funds (“**Individuals**”).

1.2 Privacy, Confidentiality and Disclosure of Information

1.2.1 Privacy

- (a) If Correspondent or Individuals do not provide ANZ with some or all of the Personal Information that ANZ requests, ANZ may be unable to provide Correspondent with an Account or ANZ Service.
- (b) ANZ may collect and use Personal Information:
 - (i) to provide Correspondent with information about an Account or ANZ Service;
 - (ii) to consider and process Correspondent’s request for an Account or ANZ Service;
 - (iii) to provide an Account or an ANZ Service or another product or service to Correspondent;
 - (iv) to tell Correspondent about other products and services;
 - (v) to assist in arrangements with other organisations in relation to the promotion or provision of product or service;

- (vi) to manage products and services and perform administrative and operational tasks;
 - (vii) to consider any concerns or complaints raised by Correspondent or an Individual against ANZ and/or to manage any legal action involving ANZ;
 - (viii) to identify, prevent or investigate any actual or suspected fraud, unlawful activity or misconduct;
 - (ix) to identify Correspondent or an Individual or establish Correspondent’s or an Individual’s tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
 - (x) as required by relevant Laws, codes of practice and external payment systems.
- (c) ANZ’s Privacy Policy (available at anz.com/privacy) contains information about:
 - (i) any Laws that require or authorise ANZ to collect certain Personal Information and why those Laws require ANZ to collect such Personal Information;
 - (ii) the circumstances in which ANZ may collect Personal Information from other sources (including from a third party); and
 - (iii) how an Individual may:
 - (A) access their Personal Information and seek correction of their Personal Information;
 - (B) instruct ANZ that the Individual does not want to receive information about other products and services;
 - (C) raise concerns that ANZ may have breached the Privacy Act 1988 (Cth) or related code, and
 - (D) how ANZ will deal with these matters.
 - (d) ANZ may provide certain ANZ Services to the Correspondent or an Individual using websites operated by or on behalf of ANZ. ANZ’s Website Security and Privacy Statement (www.anz.com/auxiliary/help/help/website-security-privacy/security-privacy/) contains further details about:
 - (i) information that ANZ may collect from users and visitors of the websites;
 - (ii) how ANZ may use and disclose such information; and
 - (iii) the use of website advertising, website tracking and cookies on the websites.

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1.2.2 Disclosure of information

- (a) ANZ may disclose any information regarding Correspondent (including Customer Information and information relating to its financial condition, or any of its associated products or services) to:
- (i) any ANZ Group Member which may use the information to:
 - (A) provide, manage or administer the Account or other ANZ Service or any other products or services;
 - (B) carry out ANZ's functions and activities; manage products and services and perform administrative and operational tasks;
 - (C) promote its own products and services, unless Correspondent advises otherwise; and
 - (D) comply with Laws and prudential standards;
 - (ii) an organisation that is in an arrangement with ANZ to jointly offer products or services and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents);
 - (iii) any agent, contractor or service provider ANZ engages to carry out or assist with its functions and activities;
 - (iv) an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
 - (v) regulatory bodies, government agencies, law enforcement bodies, courts and any Authority;
 - (vi) participants in Payments Systems (including correspondents, payment organisations (such as SWIFT) and merchants) and other financial institutions;
 - (vii) other credit providers;
 - (viii) insurers (including mortgage insurers) and reinsurers;
 - (ix) any person who introduces Correspondent to ANZ;
 - (x) Correspondent's referee(s), employer or representative (including any authorised agent, executor, administrator or trustee in bankruptcy, legal representative or anyone else acting for Correspondent in connection with Correspondent's product or service);
 - (xi) joint account holders;
 - (xii) any provider or potential provider of a guarantee, security or other credit support for Correspondent's obligations to ANZ;
 - (xiii) other parties ANZ is authorised or required by Law to disclose information to;

- (xiv) any professional advisors of ANZ who are under a duty of confidentiality to keep such information confidential;
 - (xv) any person with whom ANZ may enter into a transfer, assignment, participation or other agreement in connection with the Correspondent's facilities; and
 - (xvi) any credit reporting bodies (for more information about credit reporting in relation to Personal Information, including the name and contact details of credit reporting bodies and the circumstances in which ANZ may disclose Personal Information to them, refer to anz.com/privacy).
- (b) In making the disclosures described above, ANZ may disclose information to recipients (including service providers and ANZ Group Members):
- (i) located outside Australia; and/or
 - (ii) not established in or not carrying on business in Australia. Details regarding the location of such recipients may be found at anz.com/privacy.

1.2.3 Information about others

If Correspondent or an Individual gives ANZ Personal Information about someone else, or directs someone else to give their Personal Information to ANZ, Correspondent must show that person a copy of this clause 1.2 (Privacy, Confidentiality and Disclosure of Information) so that they may understand the manner in which their Personal Information may be used or disclosed.

1.3 GST

- (a) Terms used in this clause 1.3 have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") unless provided otherwise.
- (b) Any reference in a Relevant Document to a Fee or charge shall be a reference to that Fee or charge exclusive of GST, unless and to the extent that the Fee or charge is expressly agreed to be inclusive of GST.
- (c) If any supply made by ANZ under or in connection with a Relevant Document is subject to GST, ANZ may increase the Fee or charge payable by Correspondent in relation to that supply by the amount of that GST and recover the additional amount from Correspondent. This clause 1.3(c) does not apply to the extent that the Fee or charge is expressly agreed to be inclusive of GST.
- (d) Correspondent is not required to make any payment in respect of GST until ANZ has provided a tax invoice or adjustment note, as the case may be, to Correspondent. ANZ must provide a tax invoice or adjustment note to Correspondent as required by the GST Act.

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1.4 Inactive Accounts

If Correspondent does not operate its Account for a specified period (currently 3 years) and there is no less than a specified amount (currently AUD500) in the Account, ANZ may be required by law to send the funds held in the Account to the Government as unclaimed money. While Correspondent can reclaim its money at any time, ANZ suggests it operates the Account regularly to avoid this inconvenience.

1.5 APS222 Disclosure

- (a) Australia and New Zealand Banking Group Limited (ANZ in Australia) is an authorised deposit taking institution in Australia.
- (b) Any ANZ Service provided by ANZ in Australia is neither a deposit with nor liability of any other ANZ Group Member and any other ANZ Group Member is not required to meet the obligations of ANZ in Australia.
- (c) ANZ in Australia does not guarantee the performance of any ANZ Service by another ANZ Group Member.
- (d) Each other ANZ Group Member does not guarantee the performance of any ANZ Service by ANZ in Australia.