

# TIMOR-LESTE COUNTRY SCHEDULE

## 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 Timor-Leste.
- 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. DEFINITIONS SCHEDULE

- 2.1 **Electronic Record** means a record created, stored, generated, received or communicated by electronic means, including but not limited to an Electronic Signature.
- 2.2 **Electronic Signature** means a signature in electronic form in, attached to, or logically associated with, Instructions, that is used by a signatory to indicate his or her adoption of the content of those Instructions.

## 3. ANZ GENERAL BANKING CONDITIONS

- 3.1 **Fair Dealing.** The Customer acknowledges and agrees that the terms and conditions of the Agreement are fair and reasonable and that it has a clear understanding of the Customer's and Bank's rights and obligations set forth in the Agreement.
- 3.2 **Authorised Persons.** The Customer acknowledges and agrees that the Authorised Person may be required to submit on the Customer's behalf all information reasonably required by the Bank to identify the Customer as required by Law.
- 3.3 **Electronic Records.** The Customer agrees that any Instructions are not to be denied legal effect, validity, admissibility or enforceability on the ground that the Instructions are in the form of an Electronic Record. The Customer acknowledges and agrees that if Instructions are required by Law to be in writing or are required by Law to be delivered, dispatched, given or sent to, or to be served on a person, that by signing this Agreement, that requirement is met by doing so in the form of an electronic record. The Customer further acknowledges and agrees that if the Customer's signature is required by Law (whether to give Instructions or otherwise), that requirement is satisfied by an Electronic Signature.
- 3.4 **Electronic Banking Terms and Conditions.** The Customer acknowledges and agrees that the ANZ Internet Banking Terms and Conditions (Cook Islands, Fiji, Papua New Guinea, Samoa, Solomon Islands, Tonga, Vanuatu and Timor-Leste Edition), October 2012 Edition as amended from time to time ("**Electronic Banking Terms and Conditions**"), are collateral to and exist independently to the Agreement. The Customer will be required to sign the Internet Banking Terms and Conditions separately, if the Customer wishes to utilise these services.
- 3.5 **Transfer by Bank.** The Customer acknowledges and agrees that clause 11.2 of the ANZ General Banking and Conditions is deleted and replaced by the following clause 11.2:

"**Transfer by Bank.** The Customer consents and agrees that the Bank may at any time and in its absolute discretion assign,

novate, transfer or otherwise deal with all or any of its rights and/or obligations under the Agreement. The Customer agrees to comply with any reasonable request that the Bank may have to give effect to such assignment, novation or transfer, including executing any documents or performing any action as the Bank may require in this regard."

- 3.6 **Business Day.** The Customer acknowledges and agrees that for the purposes of the definition of "Business Day" as set forth in the Definitions Schedule that the *home jurisdiction* is the Democratic Republic of Timor-Leste and the *relevant currency* is United States Dollars.
- 3.7 **Notices.** The Customer acknowledges and agrees that clause 13.1(c) of the ANZ General Banking and Conditions is deleted in its entirety.
- 3.8 **Australia and New Zealand Banking Group Limited, Timor-Leste Branch.** Australia and New Zealand Banking Group Limited ABN 11 005 357 522, incorporated in Australia, is licensed in Timor-Leste as a branch of ANZ.