

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. GENERAL

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.

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.

1.4 Inactive Accounts

If Correspondent does not operate its Account for a specified period (currently 7 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 Australian Government as unclaimed money. While Correspondent can reclaim its money from the Australian Government at any time, ANZ suggests Correspondent 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.

The following clause 2 applies to ANZ Services provided in Australia by ANZ.

2. CHANGES TO TERMS AND CONDITIONS

- 2.1 The following new clause 13.4 is inserted:

"13.4 GDPR Privacy Obligations

The privacy obligations set out in the GDPR Schedule shall apply if one or more of the following laws apply to the ANZ Services, in particular if Correspondent is established in the European Economic Area, the United Kingdom, Switzerland, Isle of Man, Bailiwick of Jersey or Bailiwick of Guernsey:

- (a) General Data Protection Regulation (EU) 2016/679 (EU GDPR);

- (b) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR);
- (c) Swiss Federal Act on Data Protection 1992;
- (d) the EU GDPR as it forms part of law of the Isle of Man by virtue of the Data Protection Act 2018, Data Protection (Application of the GDPR) Order 2018 and the GDPR and LED Implementing Regulations 2018;
- (e) Data Protection (Jersey) Law 2018; or
- (f) Data Protection (Bailiwick of Guernsey) Law 2017."

- 2.2 Clause 19.7 is deleted and replaced with the following:

"19.7 Inconsistency

- (a) These Terms and Conditions set out the basis on which ANZ may provide the ANZ Services to Correspondent.
- (b) If there is any inconsistency between the documents set out in clause 19.7(d) then:
 - (i) if the document lower in the list states that it prevails over the other documents to the extent of any inconsistency, it will so prevail; and
 - (ii) otherwise, the document higher in the list prevails over the document lower in the list to the extent of that inconsistency.
- (c) If the inconsistency is still not resolved, the conflicting provisions are severed from the document lower in the list.
- (d) The hierarchy of documents:
 - (i) the GDPR Schedule (if applicable);
 - (ii) any Product Terms;
 - (iii) any Country Schedule;
 - (iv) these Terms and Conditions.
- (e) Other than the GDPR Schedule (if applicable), the hierarchy of documents set out in clause 19.7(d) does not apply to clause 13 (**Confidentiality and Disclosure**), clause 14 (**Force Majeure**), clause 15 (**Compliance with Laws**) and clause 16 (**Term and Termination**), so that, in the event of any inconsistency, those clauses shall prevail."

- 2.3 Clause 19.12 is deleted and replaced with the following:

“19.12 Documents

- (a) Additional terms and conditions relating specifically to the provision by ANZ of or use by Correspondent of an ANZ Service in a particular ANZ Location are contained in the Country Schedule for that ANZ Location.
- (b) Subject to clause 13.4, additional terms and conditions as contained in the GDPR Schedule may apply.
- (c) These Terms and Conditions, each applicable Country Schedule and (if applicable) the GDPR Schedule will be read and construed as one document.”

- 2.4 In clause 20.1, the definition of “Customer Information” is deleted and replaced with the following:

“**Customer Information**” means information acquired by any ANZ Group Member from and concerning Correspondent in the course of the banker-customer relationship and includes Personal Information (if applicable) and Personal Data referred to in the GDPR Schedule (if applicable). For the avoidance of doubt, if the concept of Personal Information or Personal Data is applicable to a particular ANZ Location, such term is defined in the relevant Country Schedule or (if applicable) in the GDPR Schedule.”

- 2.5 In clause 20.1, the following new definition for “GDPR Schedule” is inserted in alphabetical order:

“**GDPR Schedule**” means the schedule setting out supplemental terms and conditions in respect of confidentiality and privacy obligations under the General Data Protection Regulation (EU) 2016/679 (EU GDPR) and the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR) which shall apply only subject to clause 13.4.”