

e-FX SERVICE SCHEDULE

1. APPLICATION

1.1 This document constitutes a Service Schedule as referred to in the Conditions. The provisions of this Service Schedule apply where the Bank provides e-FX Services to the Customer.

1.2 This Service Schedule supplements and forms part of the ANZ General Banking Conditions (the “**Conditions**”). Unless defined in this Service Schedule, capitalised terms used in this Service Schedule have the meanings given to them in the Conditions or the Definitions Schedule.

1.3 Notwithstanding Clause 12.8(b) of the Conditions, in the event of any inconsistency between this Service Schedule and any other documents listed in Clause 12.8(b) that may otherwise apply to the provision of the e-FX Services, the terms of this Service Schedule will take priority.

2. FX TRANSACTIONS

2.1 e-FX Services facilitate the Customer entering into and managing FX Transactions electronically through the FX-Retail Platform (“**FX Retail Platform**”) owned and operated by ClearCorp Dealings Systems (India) Limited (“**ClearCorp**”), or ClearCorp’s successors or assigns from time to time.

2.2 The foreign exchange transactions that are facilitated through e-FX Services are:

- (a) Cash Transactions (Value Today);
- (b) Tom Transactions (Value Tomorrow);
- (c) Spot Transactions (T+2 Days);

(d) Forward Transactions with tenor up to 13 months; and

(e) Such other transactions as may be permitted by the Bank, and the Clearing Corporation of India Limited or the ClearCorp.

(each an “**FX Transaction**” and together “**FX Transactions**”).

2.3 The Bank will provide the Customer with instructions for the operation and use of the FX Retail Platform and the Customer agrees to use the FX Retail Platform strictly in accordance with the instructions, the Conditions, and this Service Schedule.

2.4 The Bank may act and process all Electronic FX Instructions issued or transmitted by the Customer through the FX Retail Platform to the Bank without further consent, reference, or notice to the Customer.

2.5 The Bank may treat Electronic FX Instructions as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting Electronic FX Instructions or verify the accuracy of the Electronic FX Instructions.

2.6 The rules, regulations, and bye-laws of ClearCorp shall be applicable to all FX Transactions made through e-FX Services on the FX Retail Platform.

3. FX AUTHORISED USERS

3.1 The “**Authorised Persons and User Guide**” will not apply with respect to FX Authorised Users.

3.2 In order to utilise e-FX Services, the Customer must nominate individuals to act as its FX Authorised Users.

- 3.3 The Customer is responsible for the appointment, termination, and administration of the FX Authorised Users. The Customer must ensure that each FX Authorised User has the appropriate authorisations as may be required for the FX Authorised User to:
- (a) give, on behalf of the Customer, binding Electronic Instructions to the Bank through the FX Retail Platform;
 - (b) agree, on behalf of the Customer, to enter into FX Transactions with the Bank; and
 - (c) agree, on behalf of the Customer, to make changes to the terms of existing FX Transactions with the Bank.
- 3.4 The Bank will contact each new FX Authorised User nominated by the Customer in order to carry out any “know your customer” procedures and provide necessary access procedures and security information to allow the FX Authorised User to access the FX Retail Platform.
- 3.5 The Customer shall ensure that each FX Authorised User complies strictly with all obligations imposed on the Customer by the Bank under this Service Schedule and the Conditions and such reasonable requirements and instructions as the Bank provides to the Customer or to FX Authorised Users from time to time.
- 3.6 The Customer acknowledges that it shall be responsible and remain liable for all acts and FX Transactions of each FX Authorised User with respect to the e-FX Services.
- 3.7 The Customer represents and warrants that:
- (a) each FX Authorised User has the authorisations referred to in Clause 3.3 on each occasion when it gives an Electronic FX Instruction or when an FX Transaction is entered into through the e-FX Service;
 - (b) each FX Authorised User is competent and, accordingly, can access, operate, and use the FX Retail Platform from time to time;
 - (c) the Bank may act on and process all Electronic FX Instructions issued or transmitted through the FX Retail Platform by any of the Customer’s FX Authorised Users without any further reference, consent, or notice to the Customer or its FX Authorised Users; and
 - (d) any action taken or Electronic FX Instruction given by an FX Authorised User through the FX Retail Platform will bind the Customer.
- 3.8 The termination of appointment of any FX Authorised User will not be effective until it is processed by the Bank. The Customer should therefore take steps to withhold access to the FX Retail Platform after such time that the Customer has determined to terminate the appointment of an FX Authorised User.
- 3.9 The Customer acknowledges that it has understood the Password Policy of the FX Retail Platform and undertakes that the Password Policy shall be adhered to at all times by each FX Authorised User. The Bank will not be responsible to authenticate any such Password.

4. ENTERING INTO FX TRANSACTIONS AND MANAGING FX TRANSACTIONS

4.1 The Customer may, by way of an Electronic FX Instruction given through the FX Retail Platform:

- (a) request the Bank to enter into a new FX Transaction with the Customer; or
- (b) request the Bank to extend the term of an existing FX Transaction to a future settlement date (“**extension request**”); or
- (c) request the Bank to reduce the term of an existing FX Transaction and bring forward the settlement date of that FX Transaction (“**predelivery request**”).

4.2 The Bank may, in its sole discretion, decide at any time to make an electronic offer through the FX Retail Platform in response to the Customer’s electronic request through the FX Retail Platform, to enter into a new FX Transaction, or to enter into an extension request or a pre-delivery request.

4.3 If the Bank does not intend to make an electronic offer for an extension request or a pre-delivery request it will notify the Customer as soon as practicable (such notification may be given electronically via the FX Retail Platform).

4.4 Where the Bank provides an indicative rate to the Customer through the FX Retail Platform it does not constitute an electronic offer to enter into an FX Transaction at that rate and the Bank is not bound to complete the FX Transaction at that rate.

4.5 The Customer may accept the Bank’s electronic offer by communicating its acceptance to that offer by way of an Electronic FX Instruction through the FX Retail Platform.

4.6 A binding FX Transaction is formed through the FX Retail Platform when the Bank receives the Customer’s electronic acceptance by an Electronic FX Instruction through the FX Retail Platform.

Upon formation of the binding FX Transaction, the terms of the FX Transaction shall comprise those evidenced in the Confirmation together with those set out in the Master Dealing Agreement. The Customer acknowledges that order modification requests may result in the order losing its time priority as per the dealing parameters.

4.7 The Bank will be deemed to have received the Customer’s acceptance of the Bank’s electronic offer when:

- (a) the Electronic FX Instructions containing the Customer’s acceptance enters the FX Retail Platform database;
- (b) a deal record is created by the FX Retail Platform database; and
- (c) a deal number is generated by the FX Retail Platform database.

The electronic deal acknowledgement issued by the FX Retail Platform does not constitute a “confirmation” as referred to in a Master Dealing Agreement. The Customer must notify the Bank if it does not receive an electronic deal acknowledgement within one business day of the date on which the

Customer has sent an acceptance by Electronic FX Instruction to the Bank.

4.8 The Customer acknowledges that the transmission of the electronic acceptance through an Electronic FX Instruction may not be received by the Bank for reasons beyond either party's reasonable control including but not limited to mechanical, software, computer, telecommunications, or electronic failure. The Customer further acknowledges that, to the extent permitted by law, the Bank is not liable to the Customer in any way for any loss or damage arising directly or indirectly in connection with the transmission of Electronic FX Instructions through the FX Retail Platform or any failure to receive an Electronic FX Instruction for whatever reason unless directly caused by the gross negligence or willful misconduct of the Bank and its officers or employees.

4.9 The Customer hereby agrees and declares that it is fully aware that each FX Transaction would be considered a separate FX Transactions by the Bank, and payment netting of buy and sell FX Transactions is not permissible. Any settlement of FX Transactions, contract cancellations, cancellation and rebooking of FX Transactions, and/or early delivery of contracts, which are concluded on the FX Retail Platform, will take place on a bilateral basis between the Customer and the Bank.

4.10 The Customer understands and acknowledges that the FX Retail Platform does not belong to or is controlled by the Bank and that the Bank shall not be, in any way, responsible for:

- (a) any incorrect or wrong amounts entered in relation to a transaction on the FX Retail Platform;
- (b) any unauthorized usage of the FX Retail Platform;
- (c) any discrepancy (as determined in sole discretion of the Bank) in the documentation pertaining to the transaction including but not limited to the underlying proof of FX Transaction; and
- (d) any system related issues or discrepancies.

4.11 The Bank may set limits for trading on the FX Retail Platform for a particular time period and all orders will be validated against these limits. In case of limit inadequacy in a particular instrument or all instruments, the respective instrument(s) shall be unavailable for trading on FX Retail Platform and any orders placed by the Customer by way of such instrument(s) shall be rejected.

5. CONFIRMATION OF FX TRANSACTIONS

5.1 After a binding FX Transaction is formed through the FX Retail Platform, the Bank will issue a Confirmation to the Customer.

5.2 The Customer is responsible for ensuring it receives a Confirmation for the FX Transaction and it should notify the Bank if it does not receive one within ten business days from the date of the FX Transaction.

5.3 The formation or existence of a binding FX Transaction entered into by the Customer through the FX Retail Platform is not conditional on

either the issuance of, or receipt of a Confirmation.

6. USE OF DATA

6.1 The Customer acknowledges that the Bank's information systems will record and track the use of the FX Retail Platform and unless the Customer notifies the Bank otherwise, the Bank may use such information for its internal purposes including but not limited to:

- (a) providing the Customer with information about products and services; and
- (b) enhancing the services offered through the FX Retail Platform.

6.2 The Customer acknowledges that the Bank may disclose information supplied through the FX Retail Platform to third parties provided that the Bank will only disclose such information to third parties in general terms where the Customer cannot be specifically identified.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Customer warrants that it shall not hold the Bank or ClearCorp liable for any delay or losses incurred in relation to any settlement of transactions, contract cancellations, cancellation and rebooking of FX Transactions, and/or early delivery of contracts, which are made on the FX Retail Platform.

7.2 The Customer hereby agrees, acknowledges and covenants that on assigning the transaction limit for an FX Transaction, a lien would be marked on Customer's current account or fixed deposit equivalent to an amount, which will be determined

by the Bank at its sole discretion ("**Margin Amount**"), until the underlying FX Transaction is processed and/or matured and/or expiry of the validity of the limit and/or repayment of all monies due under the transactions undertaken by the Customer, as the case may be. The Bank reserves the right to revise the amount of Margin Amount at its sole discretion without prior notice to the Customer.

7.3 The Customer is fully aware and agrees to pay the charges and fees (including registration charges and transaction charges) to the Bank, as may be charged by ClearCorp at the time of registration, and any charges and fees which may arise out of the Customer's use of the e- FX Services offered on the FX Retail Platform.

7.4 The Bank reserves the right to levy any charges/fees, interest, or commission, penalties for processing the FX Transaction on the FX Retail Platform.

7.5 All amounts payable by the Customer to the Bank including, but not limited to, interest, commission, discount, charges, costs, expenses along with applicable taxes and duties (statutory or otherwise) and such other monies shall be debited from the Customer's account maintained with the Bank.

7.6 The Bank shall be entitled to withhold payments out of monies payable to the Customer in case any amounts outstanding from the Customer to the Bank are not paid when due and the Bank shall not be liable for any consequences of such withholding. Notwithstanding the foregoing, where required by any regulator or tax authority, the Customer hereby

consents and agrees that the Bank may withhold, and pay out from their account(s), such amounts as may be required to be paid in accordance with applicable laws, regulations, agreements with regulators (if any) and/or authorities and directives.

8. SET-OFF

- 8.1 The Bank shall have the paramount right to set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature and balances lying in any accounts of the Customer, whether in single name or joint name(s) and on any monies, securities, bonds, and all other assets, documents, and properties held or controlled by the Bank (whether by way of security or otherwise, pursuant to any contract entered or to be entered into by the customer in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of FX Retail Platform extended to and/or used by the Customer and/or as a result of any other facilities that may be granted by the Bank to the Customer.
- 8.2 The Bank is entitled, without any notice to the Customer, to settle any indebtedness whatsoever owed by the Customer to the Bank (whether actual or contingent, or whether primary or collateral) hereunder or under any arrangement or other document/agreement, by adjusting, setting-of any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Customer with the Bank.
- 8.3 In addition to the above mentioned right, or any other right which the Bank may at any time be entitled

whether by operation of law, contract or otherwise, the Customer authorizes the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch of the Bank; (b) to sell any of the Customer's securities or properties held by the Bank by way of public or private sale, without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Customer, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of the Bank.

9. CONTINUATION OF LIABILITY

The Bank's rights hereunder shall not be affected by the Customer's bankruptcy, death or winding-up or change in Customer's ownership or management or in its constitution and the liability of the Customer towards the Bank shall continue in full force and effect and shall be binding on respective successors of the Customer.

10. AMENDMENT TO THE TERMS

The Bank has the absolute discretion to amend or supplement any of these terms and conditions at any time. The Bank will endeavor to give notice of the same by email or by displaying the amended terms and conditions on its website, the FX Retail Platform, or in any manner, as it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the Customer with immediate effect.

11. DEFINITIONS

In this Service Schedule:

“Confirmation” means a document that outlines the commercial details of the FX Transaction issued by the Bank and as referred to in the Master Dealing Agreement.

“e-FX Services” means the service comprising the facilitation of the execution of FX Transactions between the Bank and the Customer or the amendment to the terms of existing FX Transactions between the Bank and the Customer, in either case through Electronic FX Instructions provided to ANZ through the FX Retail Platform. e-FX Services are a “Service” for the purposes of the Conditions.

“Electronic FX Instructions” means all requests and instructions given by the Customer through the FX Retail Platform with respect to an FX Transaction or the e-FX Services.

For avoidance of doubt, an Electronic FX Instruction is an “Instruction” for the purposes of the Conditions.

“Forward Transaction” means a foreign exchange contract or transaction with a settlement date more than two business days after the trade date.

“FX Authorised User” means (i) a person appointed and authorized by the Customer to use the FX Retail Platform for the purpose of utilising e-FX Services and (ii) a person appointed and authorized by the Customer to use a predecessor e-FX service offered by the Bank where the Bank has notified the Customer

that such person has been migrated to the FX Retail Platform and is treated by the Bank as an FX Authorised User of the Customer.

“FX Terms and Conditions” means the latest document titled “Terms and Conditions for Trading in Foreign Exchange and Derivative Transactions” or similar document for trading foreign exchange transactions and derivatives issued by the Bank to the Customer.

FX Transaction has the meaning given in Clause 2.2 and is a Transaction as defined in the relevant Master Dealing Agreement.

“ISDA Master Agreement” means an International Swaps and Derivatives Association, Inc. Master Agreement.

“Master Dealing Agreement” means, as applicable, either the ISDA Master Agreement or FX Terms and Conditions entered into between the Bank and the Customer.

“Spot Transaction” means a foreign exchange contract or transaction with a settlement date that is two business days after the trade date.

“Value Today Transaction” means a foreign exchange contract or transaction with a settlement date that is the same day as the trade date.

“Value Tomorrow Transaction” means a foreign exchange contract or transaction with a settlement date that is one business day after the trade date.