

# THE PEOPLE'S REPUBLIC OF CHINA 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 the People's Republic of China ("PRC" or "China" which, for purposes of the ANZ General Banking Conditions only, excludes Hong Kong, Macau and Taiwan).
- 1.2** This Country Schedule supplements the ANZ General Banking Conditions. If there is a conflict or inconsistency between this Country Schedule and the ANZ General Banking Conditions (and its other schedules), this Country Schedule shall prevail to the extent of the conflict or inconsistency. 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. ANZ GENERAL BANKING CONDITIONS

- 2.1 Definitions.** The term "Bank Cheque" where referred to in the Agreement shall be replaced by the term "Bank Promissory Note" which shall be defined as "a negotiable instrument issued by the Bank promising to honour the stated amount without condition upon the presentation of such instrument".
- 2.2 Payment Obligation.** The Bank's obligation to pay the Customer any amounts or repay any deposits in respect of an Account is an obligation of the relevant Bank Group Member or, where applicable, branch of such Bank Group Member, in the country where the Account is held. Accordingly, unless otherwise stated, no Bank Group Member shall be required to pay or repay any amounts or deposits at its head office or any of its branches or offices outside the country or territory where the relevant Account is held.
- 2.3 Force Majeure.** Where the operation of an Account or the provision of a Service is affected by the occurrence of a Force Majeure Event, the Bank and the Customer may only rely on Clause 2.7 (Force Majeure Event) of the Conditions in respect of such event where it has, to the extent practicable, notified to the other party of the occurrence of that Force Majeure Event and taken such mitigation measures as required by applicable Law.
- 2.4 Direct Debit Services.** The Direct Debit Services, stipulated in Clause 3.5(c) (Direct Debit Services) of the Conditions, will only be available when: (1) the Customer and the Customer's client are both located in China and the Customer's client's account is opened with a bank in China; and (2) the Customer's Account and the Customer's client's account are both denominated in RMB.
- 2.5 Currency conversion and remittance.** Without prejudice to Clause 3.6(x)(C) of the Conditions, the Bank shall only carry out any currency conversion or remittance in connection with the operation of an Account or the provision of a Service if and to the extent it is permitted under applicable Law. Where such currency conversion or remittance is not permitted under applicable Law, the Bank may, without prejudice to any of its other rights under the Agreement, take such alternative action as it determines is appropriate. The Customer undertakes and warrants to the Bank that any Instruction it gives to the Bank in respect of any currency conversion or remittance would not, if complied with, result in any breach of applicable Law.
- 2.6 Set-off.** For the purposes of effecting any set-off under the Agreement, the Bank may, by notice to the Customer, declare any obligation of the Customer to be immediately

due and payable, upon which such obligation shall become immediately due and payable to the extent permitted by applicable Law.

- 2.7 Transfer by bank.** The Customer consents to the Bank assigning, novating, transferring or otherwise dealing with all or any of its rights and/or obligations under the Agreement.
- 2.8 Interest.** Any interest payable in connection with an Account or a Service shall only be payable at a rate that is within the range of permissible rates as published by the People's Bank of China and/or any other competent regulatory authority in China.
- 2.9 Dormant Accounts.** If there has been neither any voluntary credit or debit transaction for more than twelve (12) months (or any other period if so provided by applicable Law) nor any indebtedness owed to the Bank on any Account(s), the Customer shall either terminate that Account within thirty (30) days of the Bank giving the Customer notice requesting that the Customer terminate that Account or shall otherwise deal with that Account in accordance with applicable Law. In the event the Customer fails to do so, the Bank may terminate that Account and deal with the balance within that Account as permitted by applicable Law.
- 2.10 Disclosure.** For the avoidance of doubt, the authorisation given by the Customer to the Bank in the Conditions to disclose information regarding the Customer includes, without limitation, any information regarding the Customer, financial or otherwise, relating to any natural persons or individuals.
- 2.11 Agency Indemnity.** Without prejudice to Clause 7.2 (Indemnity for Loss), the Bank has the right to, by giving a written notification to the Customer and each Agent, reasonably request the Customer and each Agent, on a joint and several basis, to indemnify and keep indemnified the Bank and its directors, employees, agents and representatives from and against all Loss which the Bank and its directors, officers, employees, agents and representatives may suffer, incur or sustain as a result of the Bank acting on Instruction of the Agent.
- 2.12 Suspension.** The Bank may suspend an Account or a Service for any reason whether in whole or in part (without prejudice to its right under Clause 6.2 of ANZ General Banking Conditions) including, without limitation, suspend the non-counter Account Services, limit the size or frequency of Account transactions, impose a credit-only instruction on the Account, or impose a no-credit and no-debit instruction on the Account without prior notice to the Customer where:
- an Account or the provision of any Service is the subject of any dispute or third party claim;
  - the Bank considers there is an insufficient balance in an Account;
  - the Bank considers it necessary to protect the interests of any party in respect of an Account or the provision of any Service;
  - the Bank considers it necessary to clarify the authority of an Authorised Person or an Agent (if any);
  - the Bank considers that an Account or a Service is not being operated in a satisfactory manner;

- (f) a Third Party stops providing part of a Service;
- (g) a Termination Event has occurred or is suspected to have occurred;
- (h) a Potential Termination Event has occurred or is suspected to have occurred;
- (i) the Bank discovers that the Customer's name, legal representative or responsible person or any other account opening information have been changed, and the Customer fails to go through the change procedures within a reasonable period stated in Bank's notification to the Customer without any reasonable explanations to the Bank.
- (j) the Customer fails to respond within the reconciliation period, or the results of the reconciliation are inconsistent, and the Customer is unable to give reasonable explanations to the Bank; or
- (k) If the Customer fails to renew its business license or valid identity certificate of its legal representative or responsible person within the time frame allowed after expiration and fails to provide the Bank with the updated business license or identity certificate within a reasonable period stated in Bank's notification without giving any reasonable explanations.

For above item (i),(k) and (j), if any Account or Service involves payment of contractual tax payments, social insurance premiums, and public utility expenses such as water, electricity, gas, heating, or telecommunications, this Suspension clause is not applicable.

If required by Law, the Bank will advise the Customer as soon as practicable after an Account or provision of Service is suspended.

**2.13 Termination Event.** Three scenarios are supplemented to the Termination Events under the Definitions Schedule: (i) termination or revocation of the Customer's license to operate; (ii) the Customer is dissolved and merged; or (iii) the Customer fails to complete the annual check or fails to pass the annual check on the Account.

### 3. COLLECTIONS SERVICE SCHEDULE

- 3.1** The Bank will not provide Post-dated Cheque Management Services in China.
- 3.2** In connection with any Cheque Collection Service, the Customer shall procure that only Instruments that are cheques for transfer are placed for collection at a Collection Location and the Bank shall not be liable for any Loss incurred by the Customer resulting from a cheque for cash being placed for collection at a Collection Location.

### 4. LIQUIDITY SERVICE SCHEDULE

- 4.1 Acknowledgements.** Clause 2.1 (a) of the Liquidity Service Schedule is not applicable under this Country Schedule; instead, each Participant represent and agrees that it is and will at all times while services are provided under the Liquidity Service Schedule remain a member of the same wholly or partially owned group as each other Participant (but this does not apply in relation to Interest Optimisation Participants).
- 4.2 Sweep Service.** In connection with any Sweep Service provided to multiple Sweep Participants, the Sweep Participants and the Bank shall enter into a cash pooling agreement of which the format is satisfactory to the Bank.
- 4.3 Notional Pooling Service.** The Bank will not provide Notional Pooling Services provided in Clause 4 (Notional Pooling Service) of the Liquidity Service Schedule in China, unless permitted by applicable Law and agreed between the Bank and the Customer. Notwithstanding the other provisions under this Country Schedule, any reference to Notional Pooling Service or National Pooling Participant in Clause 6.1 of the Liquidity Service Schedule shall be deleted.

- 4.4** The Bank will only provide Interest Optimisation Services in China if and to the extent it is permitted under applicable Law.
- 4.5 Agents.** If an Agent is appointed by any Participant involved in a Sweep Service, Notional Pooling Service or Interest Optimisation Service, that Participant acknowledges and agrees that its agent has full authority as its agent and attorney to deal with the Bank on its behalf in all respects in connection with that Service, unless otherwise agreed between the Bank and the Participant.

### 5. APPLICATION PROGRAMMING INTERFACE (API)

- 5.1** For the purpose of the Agreement:
  - (a) An API means an Application Programming Interface;
  - (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
  - (c) any reference to Host-to-Host in the Agreement shall include an API.
- 5.2** In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service.

### 6. PERSONAL INFORMATION

Without prejudice to Clause 2.10 under this Country Schedule,

- 6.1** When the Customer deals with the Bank, the Bank is likely to collect and use some Personal Information.  
**Personal Information** hereunder means information about an individual which identifies an individual.
- 6.2** If the Customer does not provide some or all of the Personal Information requested, the Bank may be unable to provide the Customer with Accounts and Services.
- 6.3** The Bank may collect the Personal Information: (i) to provide the Customer with information about an Account or a Service; (ii) to consider the Customer's request for an Account or a Service; (iii) to provide the Customer with an Account or a Service; (iv) to tell the Customer about other Accounts or Services; (v) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of an Account or a Service; (vi) to perform administrative and operational tasks (including risk management, debt collection, systems development and testing, credit scoring, staff training and market or customer satisfaction research); (vii) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and (viii) as required by relevant Law, regulations, codes and external payment systems.
- 6.4** Subject to applicable Privacy Law, the Customer may access its Personal Information at any time by calling the Bank or asking the Bank to do so. The Bank may charge the Customer a reasonable fee for access.

**Privacy Law** means the privacy Law and regulations applicable to the Personal Information, including privacy Law and regulations applicable in China.

- 6.5** If the Customer can show that information about the Customer is not accurate, complete and up to date, the Bank will take reasonable steps to ensure it is accurate, complete and up to date.
- 6.6** If the Customer or its Agent is an individual, the Bank will not collect sensitive information about the Customer, such as health information, unless it is necessary to provide the Customer with an Account or a Service and the Bank has the Customer's consent or, unless the Bank is legally required to collect, use or disclose that information.

- 6.7 If the Customer gives the Bank Personal Information about someone else or directs someone else to give their Personal Information to the Bank, the Customer will show that person a copy of this Clause so that they may understand the manner in which their Personal Information may be used or disclosed by the Bank.
- 6.8 If the Customer does not want the Bank, loyalty partners or other organisations to tell the Customer about their products or services the Customer may notify the Bank of this by calling the Bank.
- 6.9 The Customer further acknowledges that all or part of the information, including Personal Information collected by the Bank from time to time may be used and/or provided to a Third Party or a Third Party System provider or third party service provider (in each case, appointed or to be appointed by the Bank, including, without limitation, for the purposes of outsourcing certain functions if and to the extent it is permitted under applicable Law), in connection with the provision of an Account or a Service.

## 7. SERVICE AVAILABILITY IN CHINA

The Customer acknowledges that the Customer may need to complete application forms or other documents as required by the Bank in order to applying for certain Services in China and that certain Services may not be available in China.

## 8. LANGUAGE

The Agreement is prepared in both Chinese and English. In the event of inconsistency between the Chinese and English versions, the Chinese version shall prevail.

Australia and New Zealand Bank (China) Company Limited ("Subsidiary") is a subsidiary of Australia and New Zealand Banking Group Limited ("ANZBGL"). ANZBGL is incorporated in Australia, and is an authorised deposit taking institution (Bank) under Australian law. The Subsidiary is incorporated and licensed with limited liability in the People's Republic of China by China Banking Regulatory Commission, and is not a Bank under Australian law. Deposits or liabilities with the Subsidiary are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee the Subsidiary.

## 9. SPECIAL MENTION

**Some clauses and conditions in the Agreement may affect or limit the Customer's usage of their Account, especially clauses such as those regarding Suspension, Termination Event, and Set-off. The Customer should read it carefully, and confirm it accepts the Agreement and is bound by it.**