

PAPUA NEW GUINEA 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 Papua New Guinea.
- 1.2 This Country Schedule supplements the ANZ General Banking Conditions. 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 **Foreign Currency Accounts.** The Customer acknowledges and agrees that the opening or operation of any Account in a foreign currency will be subject always to the Central Banking (Foreign Exchange and Gold) Regulation (Chapter 138) as amended from time to time, together with any other obligation imposed under law.
- 3.2 **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.

3.3 APIs

- (a) For the purpose of the Agreement:
 - (i) an API means an Application Programming Interface;
 - (ii) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be communicated via Host-to-Host; and
 - (iii) any reference to Host-to-Host in this agreement shall include an API.
- (b) 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.

- 3.4 **APS222 Disclosure.** The Customer acknowledges that Australia and New Zealand Banking Group (PNG) Limited is a subsidiary of ANZ, it is a separate entity to ANZ and the obligations of Australia and New Zealand Banking Group (PNG) Limited under the Agreement do not constitute deposits or other liabilities of ANZ and ANZ is not required to meet the obligations of Australia and New Zealand Banking Group (PNG) Limited.

- 3.5 **Information about Australia and New Zealand Banking Group (PNG) Limited.** Australia and New Zealand Banking Group (PNG) Limited (Company Registration No. 1-6149), a company incorporated under the laws of Papua New Guinea and having its address at Level 1, ANZ Haus, Harbour City, Poreporena Road, Port Moresby Capital District.

- 3.6 **Customer applying for Interest Optimisation Service.** The Customer acknowledges and agrees for the purposes of the Liquidity Service Schedule that where the Customer has applied for Interest Optimisation Service for which the Liquidity Service Schedule applies, only clauses 1, 2 and 5 of the Liquidity Service Schedule apply and clauses 3, 4 and 6 of the Liquidity Service Schedule do not apply.