

COUNTRY SCHEDULE AUSTRALIA

This document constitutes a Country Schedule as referred to in the Conditions and sets out country specific terms on which the Bank provides the Customer with one or more Accounts or Services in Australia by Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian Financial Services Licence Number 234527 and Australian Credit Licence Number 234527.

In this Country Schedule, the "Bank" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, which is the product issuer of all Accounts and Services in Australia.

Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule.

GENERAL BANKING CONDITIONS

1. HOW TO OPEN AN ACCOUNT

Please contact your Bank manager for general descriptive information about account opening procedures.

2. TAX FILE NUMBERS

2.1 Accounts earning deposit interest may be subject to Tax File Number (TFN) legislation. It is not compulsory for the Customer to provide its TFN. However, if the Customer chooses not to do so, the Bank is required to deduct withholding tax from any interest earned unless the Customer is in an exempt category. Withholding tax is calculated at the highest marginal tax rate plus medicare levy. The Bank will preserve the confidentiality of the Customer's TFN, which can be recorded for all its Accounts, in accordance with the Privacy Act 1988 (Cth).

2.2 If the Customer is not an Australian resident and does not have a TFN, the Bank is required to deduct withholding tax from any interest earned in accordance with applicable Law.

3. INACTIVE ACCOUNTS

If the Customer does not operate its Account for a specified period (currently 3 years) and there is no less than a specified value (currently AUD500) in its Account, the Bank may be required by Law to send the funds (converted to AUD if a Foreign Currency account) held in the Account to the Australian Government as unclaimed money. While the Customer can reclaim its money from the Australian Government at any time, the Bank suggests the Customer operates its Accounts regularly to avoid this inconvenience.

4. COMBINING ACCOUNTS

If the Customer maintains more than one Account with the Bank, the Bank may, except to the extent prohibited by Law, combine the balances of two or more Accounts. The Bank will promptly notify the Customer if it has combined any Accounts. The Bank need not notify the Customer in advance. The Customer should not treat Accounts as combined unless the Bank has agreed to such an arrangement.

5. CONVERSION OF ACCOUNTS

The Bank may, except to the extent prohibited by Law, convert an Account from one type of Account to another type of Account. The Bank will provide the Customer with notice of such conversion.

6. ANZ CASHACTIVE CONTROL

Definitions: Any capitalised terms that are not defined in this clause 6 are defined in the Definitions Schedule unless the context otherwise requires.

ANZ Cashactive Control means the Cashactive Control platform.

Cashactive Control Client means a person identified as a client of the Customer using ANZ Cashactive Control.

Cashactive Control Client Account means the account in respect of a Cashactive Control Client in ANZ Cashactive Control.

Cashactive Control Natural Account means the Customer's account designated as a natural account in ANZ Cashactive Control.

Where the Customer uses ANZ Cashactive Control, each Cashactive Control Client Account is a separate Account of, and a separate indebtedness to, the Customer in respect of the Cashactive Control Client who is the subject of that Cashactive Control Client Account. The aggregate indebtedness in respect of the Cashactive Control Client Accounts is recorded in the Customer's Cashactive Control Natural Account.

The Customer agrees that it will comply with the Anti-Money Laundering and Counter-Terrorism Financing legislation, regulations and rules and that clause 1.6 of the ANZ General Banking Conditions apply to any Cashactive Control Client Account.

7. ANZ CASH OPTIMISER ACCOUNT

The Customer must have a "Corporate Transaction Account" or a "Foreign Currency Account" in the same name and same currency which is loaded onto an Electronic Banking Channel registered with the Customer or with a "related body corporate" as defined in section 50 of the Corporations Act 2001 (Cth). Funds for this particular Account can only be transferred to and from such Account to and from any other Bank Account registered in the same name via an Electronic Banking Channel.

8. CORPORATE STATUTORY TRUST ACCOUNTS

8.1 Corporate Statutory Trust Accounts may be opened where the Customer is required to have a trust account under Law which regulates trust accounts maintained by legal practitioners, real estate agents, conveyancers and other agents. For these Accounts both the Customer and the Bank are subject to applicable Law and/or the Bank's arrangement with the relevant governing body in respect of but not limited to:

- (a) methods of depositing and withdrawing funds from the Account;
- (b) the payment of credit interest on the Account; and
- (c) the Bank's right to combine accounts.

8.2 Overdraft facilities are not available for Corporate Statutory Trust Accounts.

9. FOREIGN CURRENCY ACCOUNTS

OTC Banking cash transactions for Foreign Currency Accounts are not available in Australia.

10. CREDIT INTEREST AND DEBIT INTEREST

10.1 Credit Interest

- (a) Subject to clause 10.2, where credit interest is payable, it is paid monthly, quarterly, half-yearly or annually in arrears as determined by the Customer and the Bank.
- (b) In respect of Corporate Statutory Trust Accounts, credit interest is paid in accordance with applicable Law and the arrangements with the relevant governing body.

10.2 Debit Interest

- (a) The rate at which debit interest will be accrued will be either notified to the Customer upon opening the Account or if such rate is not notified to the Customer, the debit interest rate will be:
 - (i) for AUD – ANZ Reference Rate as published nationally (usually Monday in the Australian Financial Review) plus 4.00% p.a. The ANZ Reference Rate is also available on www.anz.com; and

- (ii) for all other currencies – ANZ Prime Rate plus 3.00% p.a. The ANZ Prime Rate is available on www.anz.com.

- (b) Debit interest will accrue daily in arrears and will be debited on a monthly basis.

11. INTEREST RATE VARIATIONS

11.1 The Bank will notify the Customer of a change to an interest rate, if that rate is determined by the Bank, on the day of such change in writing, by electronic communication or by public advertisement.

11.2 The Bank will not notify the Customer of a change to an interest rate or other variation if that rate is linked to some market rate or some other external reference rate or change of which the Bank cannot notify the Customer of in advance.

12. FINANCIAL CLAIMS SCHEME

The Customer may be entitled to payment under the Federal Government's Financial Claims Scheme in respect of certain Accounts. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 12 10 60.

13. FINANCIAL DIFFICULTY

The Customer should inform the Bank as soon as possible if the Customer is in financial difficulty. The Bank will, with the Customer's agreement, try and help the Customer to overcome its financial difficulties concerning any Service, including for example, by developing a repayment plan.

14. DEDUCTIONS AND WITHHOLDINGS

14.1 The Bank may debit the Customer's Account, reverse any deposit into the Customer's Account or make a deduction from any credit interest accrued on the Customer's Account:

- (a) to correct an error;
- (b) where the Bank is required to make a withholding or deduction for any applicable Taxes, fees or charges, including from any drawee bank or Correspondent;
- (c) where the Bank is required to return a deposit to a payer;
- (d) where the Bank is required by Law, Sanction or requirement of any competent Authority; or
- (e) where a deposit has been dishonoured and the Bank has a right of recourse to the Customer under the Agreement.

15. FEES

The Bank will, upon request, provide information to the Customer concerning the current Account and/or Service fees and charges.

16. PAYMENTS

Where the Customer is provided with their own credit user ID to make payments to other Australian domiciled bank accounts, they shall comply with the BECS Procedures and BECS Regulations available at www.apca.com.au.

17. PAYMENT PROCESSING LIMITS

The Bank may allow certain payments to be made against a payment processing limit allocated to the Customer's Account. During any day on which such payments are made, the Customer must ensure that the total Cleared Funds credited to the Account is at least equal to the total payments made against a payment processing limit. Any shortfall is immediately due and payable and the Bank may, in its discretion, debit all or part of the shortfall to the Customer's available overdraft limit (if any) or charge interest on the shortfall in accordance with clause 10.2 above.

18. INTERNATIONAL PAYMENTS

The anticipated timing of receipt of funds to the payee's account is set out at www.anz.com. The Customer acknowledges and agrees that the processing of such payment into a payee's account is subject to the ability of the Correspondent and the payee bank to clear and process the payment and is outside of the Bank's control.

19. STATEMENT OF ACCOUNT

The Customer may request the Bank in writing to cease providing the Customer with printed copies of all statements, reports and advices for the Customer's Accounts. Notwithstanding any such request, the Bank may provide the Customer with printed statements at such times, at such intervals and in such manner or format as the Bank considers appropriate.

20. DIRECT DEBIT SERVICE

20.1 The Direct Debit Service offered in Australia is a Direct Debit payment service provided by the Bank that is processed through BECS.

20.2 Definitions: Any capitalised terms which are not defined in this clause 20 are defined in the Definitions Schedule unless the context otherwise requires.

APCA means the Australian Payments Clearing Association Limited ABN 12 055 136 519.

Bulk Electronic Clearing System (BECS) means a system administered by APCA for transfer/clearance of payments between Financial Institutions.

Client means a person or organisation conducting business with the Customer.

DDR Service Agreement means the agreement which the Customer is required under the User Guide, to provide to all Clients prior to initiating any drawing on the Client's nominated account, which must be in a form authorised by the Bank.

Direct Debit means one or more debit instructions written in an electronic format suitable for processing through BECS.

Direct Debit Request (DDR) means an instruction given to the Customer by a Client that permits moneys due by the Client to be collected through BECS.

Maximum File Value (MFV) means a value agreed from time to time between the Customer and the Bank up to which the Bank will process payment instructions without reference to the Customer.

Service means the Direct Debit Service offered by the Bank in Australia.

20.3 The Customer must:

- (a) Provide to each of the Customer's Clients electing to make Direct Debit payments, details of their rights and responsibilities under the Service. Details are to be provided in writing to a Client prior to initiating any drawing on the Client's nominated account in accordance with the DDR Service Agreement specification contained in the User Guide.
- (b) Obtain from each Client whose account is to be debited, an authorised DDR that conforms to the specifications contained in the User Guide and only initiate drawings on the Client's nominated account strictly in accordance with the instruction set out within the DDR. The Customer will retain and produce all DDRs on request from the Bank.
- (c) Observe and assume full responsibility of the terms specified in the DDR and DDR Service Agreement.
- (d) Advise the Bank and the Client in writing 14 days prior to any legal change of name or merger that involves the Customer.
- (e) Respond to and action any queries from the Client or the Bank in respect to queries, disputes, complaints or claims arising from drawings to a Client's account and within the timeframes, as set out in the User Guide.
- (f) Fully observe the conditions for use of the Direct Debit Service Logo, as contained in the User Guide.

- (g) Comply with the obligations of a "Debit User":
 - (i) under the BECS Procedures and BECS Regulations available at <http://www.apca.com.au/paymentsystems/direct-entry>; and
 - (ii) as advised by the Bank from time to time.
- 20.4 If the Bank offers the Customer the ability to allow the Clients to execute DDR Service Agreements and initiate DDRs over the internet or over the telephone, and the Customer elects to take up this offer, the Customer agrees to be bound by:
- (a) the APCA Guidelines for Establishing Direct Debit Requests Electronically or by Telephone ("APCA DD Internet and Phone Guidelines") as modified or replaced from time to time; and
 - (b) the requirements set out in the User Guide and any instructions issued by the Bank with respect to the execution of DDR Service Agreements and initiation of DDRs over the internet (the "Internet Instructions") or over the telephone ("Telephone Instructions"). If there is any inconsistency between the APCA DD Internet and Phone Guidelines and the Internet or Telephone Instructions, the Internet or Telephone Instructions shall prevail.

21. MAXIMUM FILE VALUE (MFV)

- 21.1 The MFV is the maximum value of Direct Debits that can be lodged per agreed frequency (Lodgement Cycle). The Bank will process Direct Debits up to this MFV without reference to the Customer.
- 21.2 The Customer must advise the Bank when the total debit value of a Direct Debit will exceed the agreed MFV. The Bank is not obliged to process the Customer's Direct Debit if it is in excess of the MFV, nor is the Bank obliged to grant an increase of the MFV.
- 21.3 The MFV and its frequency will be reviewed by the Bank on an annual or as required basis and the Customer will be advised if there is a change to the MFV limit or frequency.

22. POSTBILLPAY® and their associated device marks are trademarks registered or otherwise of the Australian Postal Corporation.

- 22.1 The Postbillpay Service:
 - (a) is a bill payment service offered by the Bank to Customers in Australia to allow those Customers to receive payments into Accounts from the Customer's clients;
 - (b) may be provided to the Customer via a Third Party; and
 - (c) is a Channel for the purposes of the Agreement.

23. BPAY®. Registered to BPAY Pty Ltd
ABN 69 079 137 518

23.1 BPAY Scheme

- (a) The Bank is a member of the BPAY Scheme. This is an electronic payments scheme through which the Bank can be asked to make payments on the Customer's behalf to billers. The Bank will notify the Customer if it ceases to be a member of the BPAY Scheme.
- (b) For the purposes of the BPAY Scheme, the Bank may also be a biller.
- (c) The Customer is not authorised to give a biller code to any person in order to receive payments owing to the Customer unless agreed by the Bank.

23.2 Making BPAY Payments

- (a) The Customer must make BPAY payments in accordance with the Agreements or as instructed by the Bank from time to time.
- (b) The Bank will not be obliged to effect a BPAY payment if the Customer does not comply with the requirements of the Bank for making a payment instruction including where the required information is not provided or if the information is incomplete and/or inaccurate. Once the required information is provided to perform the BPAY payment, the Bank will treat the Customer's instructions as valid and will debit the relevant Account.
- (c) The Bank will attempt to ensure a BPAY payment is processed promptly by participants in the BPAY Scheme.
- (d) The longer the delay between the Customer telling the Bank of the error and the date of the Customer's BPAY payment, the more difficult it may be to perform the error correction. For example, the Bank or the Customer's biller may not have sufficient records or information available to the Bank to investigate the error. If this is the case, the Customer may need to demonstrate that an error has occurred, based on the Customer's own records, or liaise directly with the biller to correct the error.
- (e) If the Bank is advised by a biller that the Customer's BPAY payment cannot be processed by the Biller, the Bank will:
 - (i) advise the Customer of this;
 - (ii) credit the Customer's Account with the amount of that BPAY payment;
 - (iii) tell the Customer how the Bank can assist it, if possible, in making the payment as soon as possible; and
 - (iv) if the Customer discovers that the amount it instructed the Bank to pay was less than the amount it needed to pay, it can make another BPAY payment for the difference.

- (f) Except where a BPAY payment is an unauthorised, fraudulent or mistaken payment, BPAY payments are irrevocable and the Customer cannot request to stop a BPAY payment once the Customer has made a valid payment Instruction. No refunds will be provided through the BPAY Scheme where the Customer has a dispute with the biller about goods and services it may have agreed to acquire from the biller. Any dispute must be resolved with the biller.
- (g) Mistaken, unauthorised and fraudulent BPAY payments:
- (i) The Customer should check its Account records carefully and tell the Bank as soon as possible if the Customer becomes aware of:
 - (A) a BPAY payment which has been made from its linked Account which was not authorised;
 - (B) the possibility that it has been fraudulently induced to make a BPAY payment; or
 - (C) any delay or mistake in processing of its BPAY payment.
 - (ii) If the Customer advises the Bank that a BPAY payment made from a linked Account is unauthorised, the Customer must give the Bank its written consent to obtain from the biller any information the Bank reasonably requires to investigate the BPAY payment. This should be addressed to the biller who received the BPAY payment. If the Customer does not do this, the biller may not be permitted by Law to disclose to the Bank the information the Bank needs to investigate or rectify that BPAY payment.

23.3 Mistaken BPAY Payments

If the Customer discovers that a BPAY payment has been made to a person, or for an amount, which is not in accordance with the Customer's instructions (if any), and its Account was debited for the amount of that payment, the Bank will credit that amount to the Customer's Account. However, if the Customer was responsible for a mistake resulting in that payment and the Bank cannot recover the amount of that payment from the person who received it within 20 Business Days of the Bank attempting to do so, the Customer must pay that amount to the Bank.

23.4 Unauthorised BPAY Payments

If the Bank effects a BPAY payment in accordance with a payment Instruction, which appeared to the Bank to be from the Customer or on its behalf, but which the Customer did not in fact authorise, the Bank will credit the Customer's Account with the amount of that unauthorised payment. However, the Customer must pay the Bank the amount of that unauthorised payment if;

- (a) the Bank cannot recover the amount from the person who received it within 20 Business Days of the Bank attempting to do so; and
- (b) the payment was made as a result of a payment Instruction which did not comply with the Bank's prescribed security procedures.

23.5 Fraudulent BPAY Payments

If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund the Customer the amount of the fraud-induced payment. However, if that person does not refund the Customer that amount, the Customer must bear the loss unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund the Customer the amount of the fraud-induced payment that is not refunded to the Customer by the person that induced the fraud.

24. REMUNERATION OF ANZ MANAGERS

It is important that the Customer is aware of how its Bank manager is paid, although any amount payable is not an added cost to the Customer. The Customer's Bank manager receives a salary and may also receive bonuses based on a number of factors such as their financial, customer, compliance and people performance. The Customer's Bank manager is not paid commissions or fees. Any bonus payable to the Customer's Bank manager will be paid in the form of cash, shares or options or a combination of these. The Customer's Bank manager may also receive non monetary benefits, for example, vouchers and/or movie tickets.

25. CODE OF BANKING PRACTICE

If the Customer is an individual or if the Customer is using the Services in connection with a small business (as defined by the Code of Banking Practice), the Bank is bound by the Code of Banking Practice when it provides those Services to the Customer.

26. FINANCIAL SERVICES DISPUTES RESOLUTION

- 26.1 If the Customer has a complaint concerning an Account and/or Service or the Bank's performance of any Account and/or Service, the Customer should talk to a Bank manager or, if they are unavailable, their immediate supervisor.
- 26.2 If the Customer complaint cannot be resolved promptly, the Customer's Bank manager (or their supervisor), will take responsibility and work with the Customer to address the matter quickly. The Bank will undertake a review of the complaint

under its complaints review procedures. On request, the Bank will promptly provide details of its complaints review procedures.

- 26.3 If the Customer is eligible (for example, if the Customer is an individual or small business) and the Customer is not satisfied with the steps taken by the Bank to resolve a complaint, or with the result of the Bank's investigation, the Customer may wish to contact the alternative dispute resolution scheme operated by Financial Ombudsman Service Limited.

Financial Ombudsman Service

GPO Box 3
Melbourne Vic 3001
Telephone: 1300 780 808
Fax: +61 3 9613 6399
Internet: www.fos.org.au

- 26.4 For all other Customers, if the Customer is not satisfied with the steps taken by the Bank to resolve the complaint, or with the result of the Bank's investigation, the Customer may refer the matter to a single arbitrator, who failing agreement between the Customer and the Bank, shall be nominated by the President for the time being of the Law Institute of Victoria in accordance with and subject to the provisions of the Commercial Arbitration Act 1984 or any statutory variation, modification or re-enactment thereof for the time being in force.

27. PRIVACY AND DISCLOSURE OF INFORMATION

27.1 Privacy

- (a) If the Customer does not provide the Bank with some or all of the Personal Information that the Bank requests, the Bank may be unable to provide the Customer with any Account or Service.
- (b) The Bank may collect and use Personal Information: (i) to provide the Customer with information about an Account or Service; (ii) to consider and process the Customer's request for an Account or Service; (iii) to provide an Account or Service to the Customer; (iv) to tell the Customer about other products and Services; (v) to assist in arrangements with other organisations in relation to the promotion or provision of a product or Service; (vi) to manage Accounts and Services and perform administrative and operational tasks; (vii) to consider any concerns or complaints raised by the Customer against the Bank and/or to manage any legal action involving the Bank; (viii) to identify, prevent or investigate any actual or suspected fraud, unlawful activity or misconduct; (ix) to identify the Customer or establish the Customer'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, regulations, codes of practice and external payment systems.

- (c) the Bank's Privacy Policy (available at www.anz.com/privacy) contains information about: (i) any Laws that require or authorise the Bank to collect certain Personal Information and why those Laws require the Bank to collect such Personal Information; (ii) the circumstances in which the Bank 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 the Bank that the individual does not want to receive information about other products and services; and (C) raise concerns that the Bank may have breached the Privacy Act 1988 (Cth) or a related code, and how the Bank will deal with these matters.

27.2 Disclosure of information

- (a) The Bank may disclose Personal Information to: (i) any related entity of the Bank which may use the information to: (A) provide, manage or administer Accounts or Services; (B) carry out the Bank's functions and activities; (C) manage Accounts and Services and perform administrative and operational tasks; (D) promote its own products and services, unless the Customer advises otherwise; and (E) comply with Laws, regulatory requirements and prudential standards; (ii) an organisation that is in an arrangement with the Bank to jointly offer products or services and/or has an alliance with the Bank to share information for marketing purposes (and any of its outsourced service providers or agents); (iii) any agent, contractor or service provider the Bank engages to carry out or assist with its functions and activities; (iv) an organisation that assists the Bank to identify, prevent or investigate fraud, unlawful activity or misconduct; (v) regulatory bodies, government agencies, law enforcement bodies and courts; (vi) participants in payments systems (including payment organisations and merchants) and other financial institutions; (vii) other credit providers; (viii) insurers (including mortgage insurers) and reinsurers; (ix) any person who introduces the Customer to the Bank; (x) the Customer's referee(s), employer or representative (including any authorised agent, executor, administrator or trustee in bankruptcy, legal representative or anyone else acting for the Customer in connection with the Customer's Account or Service); (xi) joint account holders; (xii) any provider of a guarantee, security or other credit support for the Customer's obligations to the Bank; (xiii) other parties the Bank is authorised or required by Law or court/tribunal order to disclose information to; (xiv) any professional advisors of the Bank who are under a duty of confidentiality to keep such information confidential; and (xv) any credit reporting bodies.

- (b) In making the disclosures described above, the Bank may disclose information to recipients (including service providers and related entities of the Bank): (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 www.anz.com/privacy.

28. THE BANK'S WEBSITE SECURITY AND PRIVACY STATEMENT

The Bank may provide certain Services to the Customer using websites operated by or on behalf of the Bank. The Bank's Website Security and Privacy Statement www.anz.com/australia/support/general/privacystatement.asp contains further details about:

- (a) information that the Bank may collect from users and visitors of the websites;
- (b) how the Bank may use and disclose such information; and
- (c) the use of website advertising, website tracking and cookies on the websites.

29. INFORMATION ABOUT OTHERS

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 must show that person a copy of clauses 28 (Privacy and Disclosure of Information) and 29 (The Bank's Website Security and Privacy Statement) so that they understand the manner in which their Personal Information may be used or disclosed.

30. APS222 DISCLOSURE

- (a) Australia and New Zealand Banking Group Limited (the Bank in Australia) is an authorised deposit taking institution in Australia.
- (b) Any Service provided by the Bank in Australia is neither a deposit with nor liability of any other Bank Group Member and any other Bank Group Member is not required to meet the obligations of the Bank in Australia.
- (c) The Bank in Australia does not guarantee the performance of any Service by another Bank Group Member.
- (d) Each other Bank Group Member does not guarantee the performance of any Service by the Bank in Australia.

31. VARIATIONS

- 31.1 The Bank may amend, modify or supplement the provisions of the Agreement or vary or change any Account or Service at any time on thirty (30) days' notice in writing or by way of electronic communication (including by any Electronic Banking Channel), notice in the media, notice on our website or by any other method permitted by Law.
- 31.2 Notwithstanding the above, the Bank will not give the Customer prior notice:
 - (a) where the changes are outside the Bank's control, except to the extent such notification is otherwise required by Law;
 - (b) where the changes are required by Law to take immediate effect, in which case they will take effect immediately; or
 - (c) of a change to an interest rate or other variation subject to market fluctuations or external references.