KEY TERMS OF YOUR BUSINESS LENDING

About this document

The aim of this document is to help you understand key terms of your business lending arrangements with us. Please note it does not contain all of the terms and conditions of your arrangements. Additionally, it is not a substitute for, and does not form part of, your contract with us.

1 Repay any money loaned to you with interest

You need to repay the amount loaned to you together with any interest. Your contract will set out the dates for repayments, how you can repay us and your interest rate.

2 Fees, costs and charges

You need to pay the fees, costs and other charges associated with your lending products. The standard fees and charges are set out in the ANZ Business Banking Finance Fees and Charges booklet. You can repay your loans early, but depending on the products you have with us there may be extra costs payable. We will inform you of these extra costs if you ask us. You also agree to pay additional costs if certain other things occur, such as a default.

3 Provide us with information

You need to provide us with the information that we ask for. This may include financial information about you or your business. The type of information we will ask for is set out in your contract. If you don't provide the financial information within the time period to provide it, you will be in default.

4 Reviewing your loan

We may review your loan if certain events occur that change the credit risk of us providing the loan to you. For some events, we will work with you to try and resolve the situation to our mutual satisfaction. For others we aren't required to do this. If we haven't been able to reach a resolution with you, we may ask you to do certain things to lessen our risk. If you don't do those things, or the event is one where we don't have to consult with you, we may change some of your loan terms. This may include a change to your interest rate. If this happens, you may choose to cancel your loan. You can do this by repaying us and satisfying any other obligations you owe us.

5 If you default on your loan

If you don't pay an amount owing you will be in default. You will also be in default if certain other things occur. This includes:

- if you become insolvent;
- if you engage in illegal activities;
- if the information you give us is materially incorrect or you do not provide us with the financial information we need;
- if you lose a licence you need to run your business;
- if your ownership or control changes without our consent; or
- if you lose control of your business's assets.

For some defaults we will give you 30 days to fix the event, but for others we can act immediately. Where we do act after a default has occurred, the things we may do include requiring you to immediately repay us and taking possession of any secured property.

6 Changes to your lending terms and conditions

Sometimes we may need to change the terms and conditions of your contract with us. Generally, we will give you 30 days' notice of a change. We may give less notice in certain instances such as where the change is favourable or advance notice is not practical. If we make a change, you can choose to cancel your loan by paying us back and satisfying any other obligations you owe us.

7 Debits and set-off

We may debit amounts that you owe us from your deposits that we hold. We can also set-off amounts that we owe you against amounts that you owe us. We will tell you in writing if we do these things.

8 Anti-money laundering and sanctions

We are subject to strict anti-money laundering and sanctions regulations. We need to manage our anti-money laundering and sanctions obligations and risk very carefully. This means from time to time we may need to take action including blocking payments or even cancelling your loan.

Where can you find out more?

Your contract has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.