

TERMS AND CONDITIONS GOVERNING ANZ FX ONLINE

VERSION: NOVEMBER 2023

APPLICATION

This document constitutes a "Schedule" as referred to in the terms and conditions for trading in foreign exchange and derivatives transactions (Terms and Conditions). The provision of this document (hereinafter referred to as the "Schedule") apply where ANZ makes FX Online available to you at your request.

This Schedule forms part of and supplements the Terms and Conditions. Unless defined in this Schedule, capitalised terms used in this Schedule have the meanings given to them in the Terms and Conditions.

PART A - USING ANZ FX ONLINE

Part A applies if you use ANZ FX Online.

1 Accessing ANZ FX Online

- 1.1 ANZ may make available to you a service known as "ANZ FX Online" in order to facilitate electronic:
 - (a) trading of foreign exchange transactions, including Currency Transfers; and
 - (b) supply of other services.(the "Transactions")
- 1.2 ANZ FX Online services will be supplied through ANZ's website, the internet or any website, wide area network, wireless data network, intranet or any other electronic link which ANZ may designate from time to time.
- 1.3 Subject to clause 1.5 and 1.6, ANZ will provide you with:
 - (a) the computer software ANZ deems necessary to enable you to access ANZ FX Online; and
 - (b) instructions for the operation and use of ANZ FX Online and you agree to use ANZ FX Online strictly in accordance with these instructions and this Schedule.
- 1.4 You may operate and use ANZ FX Online using the password, encryption keys, digital keys or other access procedures and security information referable to you and provided to you by ANZ.
- 1.5 ANZ will provide you with the computer software and instructions for use of ANZ FX Online referred to above on receipt from you of any information that ANZ reasonably requires. Any software provided by ANZ to you or downloaded by you for the use of ANZ FX Online will, from time to time, be upgraded. You must ensure that such software, including any upgrades, is suitable for use on, and does not adversely affect, your information system.

- 1.6 ANZ remains the owner or licensee of all rights, title and interest in and to the software provided by ANZ to you and ANZ grants you, subject to the terms and conditions of this Schedule and for as long as you have access to ANZ FX Online, a non-exclusive, non-transferable licence to use the software only for purpose of using ANZ FX Online.

2 Entry into transactions using ANZ FX Online

- 2.1 The parties may enter into transactions by ANZ making an electronic offer to you, and you electronically communicating your acceptance of that offer to ANZ, via ANZ FX Online. A binding Transaction exists when ANZ receives your electronic acceptance. ANZ will be deemed to have received your acceptance of our electronic offer only when:
 - (a) the Electronic Instruction containing your acceptance enters the ANZ FX Online database; and
 - (b) a deal record is created by the ANZ FX Online database; and
 - (c) a deal number is generated by the ANZ FX Online database.
- 2.2 Where an indicative rate is provided to you, this does not constitute an electronic offer and ANZ is not bound to transact with you at that rate.
- 2.3 ANZ will not be bound by the terms of a Transaction entered into using ANZ FX Online until the Electronic Instruction containing your acceptance of our electronic offer has been received by ANZ in the manner specified in paragraph 2.1.
- 2.4 Where a transaction is entered into using ANZ FX Online in the manner specified in paragraph 2.1, an electronic deal acknowledgment will be issued by ANZ to you via ANZ FX Online. The electronic deal acknowledgment does not constitute a "Confirmation" as referred to in the Terms and

Conditions. The formation or existence of a binding Transaction entered into through ANZ FX Online is not conditional on the issuance of an electronic deal acknowledgement.

- 2.5 You must notify your ANZ relationship dealer or other ANZ contact if you do not receive an electronic deal acknowledgement within 1 Business Day of the date on which you sent an acceptance by Electronic Instruction to ANZ.
- 2.6 After a binding Transaction is formed through ANZ FX Online, ANZ will issue a Confirmation in accordance with the terms of your Terms and Conditions. However, the formation or existence of a binding Transaction entered into through ANZ FX Online is not conditional on either the issuance or receipt of a Confirmation.

3 Extending a transaction

- 3.1 You may request ANZ to extend the term of an existing transaction to a future settlement date ("**Extension Request**") by making a request using ANZ FX Online.
- 3.2 ANZ may, in ANZ's sole discretion, decide at any time to make an electronic offer to enter into an Extension Request, made under clause 3.1, via ANZ FX Online which may be made and accepted in accordance with clauses 2.1 and 2.3.
- 3.3 If ANZ does not intend to make an offer for an Extension Request, ANZ will give you notice as soon as practicable (which may be given electronically via ANZ FX Online).
- 3.4 Clauses 2.2, 2.3, 2.4, 2.5 and 2.6 apply to this clause 3, except that reference to clause 2.1 in clauses 2.3 and 2.4 is to be replaced with reference to clause 3.2.

4 Pre Delivery Transactions

- 4.1 You may request ANZ to reduce the term of an existing transaction and bring forward the settlement date of a transaction ("**Pre-delivery Request**") by making a request through ANZ FX Online.
- 4.2 ANZ may, in ANZ's sole discretion, decide at any time to make an electronic offer to enter into a Pre-delivery Request, made under clause 4.1, via ANZ FX Online which may be made and accepted in accordance with clause 2.1 and 2.3. ANZ's offer may reflect the whole or part of the Pre-delivery Request.
- 4.3 If ANZ does not intend to make an offer for a Pre-delivery Request ANZ will give you notice as soon as practicable (which may be given electronically via ANZ FX Online).
- 4.4 Clauses 2.2, 2.3, 2.4, 2.5 and 2.6 apply to this clause 4, except that reference to clause 2.1 in clauses 2.3 and 2.4 is to be replaced with reference to clause 4.2.

5 Acknowledgements by you

You acknowledge and agree that:

- (a) the transmission of your acceptance through an Electronic Instruction may not be received by ANZ for reasons beyond either party's reasonable control including but not limited to mechanical, software, computer, telecommunication or electronic failure;
- (b) ANZ may act on and process all Electronic Instructions issued or transmitted through FX Online by each Authorised User without further consent, reference or notice; and
- (c) ANZ may treat all Electronic Instructions as authentic and ANZ has no obligation to investigate the authenticity or authority of persons issuing or transmitting Electronic Instructions unless ANZ is on actual notice that the Electronic Instructions are not authentic or where ANZ has been advised that an Electronic Instruction should not be relied upon.

PART B ADDITIONAL FEATURES

Part B only applies if ANZ has agreed that the following features will apply to you.

6 Currency Transfers

- 6.1 Where you have a foreign currency account with ANZ and this foreign currency account is made available on ANZ FX Online ("**Nominated Account**") you may use ANZ FX Online to provide ANZ with a Currency Transfer Instruction to make a Currency Transfer on your behalf ("**Currency Transfer Request**") from the Nominated Account.
- 6.2 The terms governing your Nominated Account will govern the execution of your Currency Transfer Instruction and your Currency Transfer.
- 6.3 At the time that you give ANZ a Currency Transfer Request under clause 6.1, you authorise and instruct ANZ to:
 - (a) debit your Nominated Account with the amount of the requested Currency Transfer; and
 - (b) debit your Australian currency account held with ANZ with the amount of all fees, commissions or other charges or expenses as set out in the terms governing your Nominated Account and payable by you to ANZ for processing the Currency Transfer Request.
- 6.4 You must provide all information and complete documentation which ANZ reasonably requires in respect of the Currency Transfer.
- 6.5 ANZ will provide you with a payment advice for the Currency Transfers.

PART C - COMMON PROVISIONS

Part C applies to all users of ANZ FX Online unless specifically stated otherwise.

7 Payments to an account nominated by you

- 7.1 Payments to accounts nominated by you, including Currency Transfers, will not be made until ANZ has satisfied ANZ's obligations under the AML/CTF Act. If ANZ has not been able to satisfy its obligations under the AML/CTF Act, it will not be able to make the payment requested and will notify you that it has not made the payment.
- 7.2 Where ANZ is instructed by you to transfer funds to an account nominated by you, including a Currency Transfer, ANZ will seek to make delivery at the time and in the manner specified in your Electronic Instruction or if that is not reasonably practicable for ANZ, in the manner ANZ considers appropriate (acting reasonably) in all the circumstances.
- 7.3 If ANZ cannot send a payment directly to an account nominated by you, then ANZ will use ANZ's correspondent to make the payment to an account nominated by you. In that event, ANZ may receive a commission or other benefit from the correspondent, the amount of which will depend upon various factors.
- 7.4 A correspondent may charge commission, fees or other charges in making a payment to an account nominated by you. Those commissions, fees or charges will be deducted by the correspondent from the funds paid to the beneficiary account, or their cost passed on to ANZ.
- (a) Where such a deduction is made, the account nominated by you will receive less than the payment amount specified in the Electronic Instruction.
 - (b) If the cost of any commissions, fees or other charges are passed on to ANZ, then you will be required to reimburse ANZ for these costs.
 - (c) Should you request ANZ to do so, ANZ will seek to obtain, within 10 Business Days, details of the commissions, fees and charges applied by specified correspondents that ANZ use. ANZ's ability to obtain such details from ANZ's correspondents is, however, dependant on the cooperation of the individual correspondent.

8 Availability of ANZ FX Online

- 8.1 As electronic services are subject to interruption or breakdown for a variety of reasons, access to and use of ANZ FX Online is offered on an "as is, as available basis" only.
- 8.2 You should ensure that you have adequate contingency plans to enable you to transact transactions by other means if there is any interruption to, delay in, or suspension or withdrawal of, the operation of ANZ FX Online.

8.3 ANZ may impose specific limits and restrictions on your use of ANZ FX Online and ANZ may alter or withdraw ANZ FX Online on a permanent basis at any time where it is reasonably necessary to protect your or our own interests. ANZ will give you 30 days' prior notice of such action (which may be given electronically).

8.4 ANZ may withdraw or restrict ANZ FX Online without any prior notice where there has been a change in Law or required by Law, or where it is reasonably required to protect your interests (including, but not limited to, the removal of inactive Authorised Users).

9 Authorised Users

- 9.1 You must nominate individuals to act as your Authorised Users of the ANZ FX Online service as required by ANZ.
- 9.2 You are responsible for the appointment and administration of your Authorised Users and you must ensure that each Authorised User:
- (a) is given the appropriate authorisation as required by you to use ANZ FX Online; and
 - (b) is competent, can access, operate and use ANZ FX Online.
- 9.3 Where you nominate a new Authorised User, ANZ will endeavour to contact the Authorised User within 5 Business Days in order to carry out any "know your customer" procedures and provide necessary access procedures and security information for the use of ANZ FX Online to allow the Authorised User to access ANZ FX Online.
- 9.4 Any termination of appointment of your Authorised Users will not be effective until processed by ANZ. ANZ will endeavour to process such instructions promptly however you should take reasonable steps to withhold or monitor access to ANZ FX Online after you request ANZ to terminate the appointment of an Authorised User.
- 9.5 You must ensure that each Authorised User complies strictly with all obligations imposed on you and Authorised Users by these Terms and Conditions.
- 9.6 You acknowledge and agree that:
- (a) subject to clause 10.2 you remain liable for all acts and transactions of each Authorised User during the period that your Authorised User has been granted access to ANZ FX Online; and
 - (b) it is your responsibility to ensure that each Authorised User has the appropriate authority as required by you and acts within this authority; and
 - (c) subject to clause 10.2 any action taken or Electronic Instruction given by an Authorised User thorough ANZ FX Online will bind you.

9.7 You represent and warrant that to the best of your knowledge and after having made due enquiries each Authorised User has the authorisation referred in clause 9.1 when that Authorised User gives an Electronic Instruction using ANZ FX Online.

10 Fraud and Security

- 10.1 You are responsible for the accuracy and authorisation of all your Electronic Instructions.
- 10.2 If ANZ receives an Electronic Instruction given by you or one of your Authorised Users and your security procedures or measures were used or provided in conjunction with your Electronic Instruction:
- (a) ANZ may rely on and/or accept that Electronic Instruction without making any enquiries; and
 - (b) that Electronic Instruction will be deemed effective as your Electronic Instruction.
- 10.3 You must ensure that all passwords, identifiers encryption keys, digital keys or other access procedures and security information for the use of ANZ FX Online are kept completely secure and confidential and are used in accordance with any instructions ANZ provides. You agree to notify our relevant relationship dealer immediately if you or any of your Authorised Users suspect that the security of any such access procedure or security information (or any part of it) may have been compromised or any unauthorised use may have occurred. Despite this, you remain liable for all Electronic Instructions that are processed by ANZ before such notification.

11 ANZ Digital Key

If you or your Authorised Users uses the Digital Key, you agree that:

- (a) you will ensure that each Authorised User will agree to and comply with the Digital Key Terms; and
- (b) ANZ is not responsible for an Authorised User's mobile device's antivirus and security software used to prevent unauthorised access to the Digital Key.

12 Biometric Authentication

You agree and acknowledges that:

- (a) An Authorised User may elect to enable biometric authentication to log on to an ANZ application (where available) using a biometric identifier registered on the Authorised User's mobile device. A biometric identifier includes a fingerprint, facial data and any other means by which a mobile device manufacturer allows a user to authenticate their identity for the purposes of unlocking their mobile device ("**Biometric Identifier**"). ANZ does not collect or store this Biometric Identifier, it is stored on the Authorised User's mobile device.
- (b) If an Authorised User enables or uses a Biometric Identifier to access an ANZ application, the Authorised User must ensure that their Biometric Identifier is the only

Biometric Identifier stored on the mobile devices the Authorised User uses to access an ANZ application. However, if another person has stored their Biometric Identifier on a mobile device the Authorised User uses to access an ANZ application, they may be able to access your accounts and provide Electronic Instructions on the relevant ANZ application. You will be bound by any such Electronic Instructions for the purposes of this Agreement.

13 Liability

- 13.1 To the extent permitted by law, ANZ will not be liable for any Loss that you suffer or incur or which may arise in connection with:
- (a) any delay or failure in the transmission of an Electronic Instruction through ANZ FX Online or any delay or failure in the receipt by ANZ of an Electronic Instruction for whatever reason;
 - (b) the interception of any instructions or information transmitted by or to you via ANZ FX Online or any unauthorised use of ANZ FX Online;
 - (c) a delayed payment if ANZ acted on an Electronic Instruction in good faith; or
 - (d) your use of ANZ FX Online;

except to the extent that such Loss is caused by the the fraud, negligence or wilful misconduct of ANZ, its agents or its representatives.

Neither party is liable to the other party for any Indirect Loss.

14 Use of data

- 14.1 You acknowledge that our information systems will record and track your use of ANZ FX Online. You acknowledge that, unless you notify us otherwise, ANZ or any of our branches in any jurisdiction may use such information for our internal business purposes and the internal business purposes of our related entities including but not limited to:
- (a) providing you with information about products and services that may be of interest to you; and
 - (b) enhancing the services offered through ANZ FX Online to you.
- 14.2 You acknowledge that ANZ may disclose information supplied by you to third parties provided that ANZ will only disclose such information to third parties:
- (a) in general terms where you cannot be specifically identified; or
 - (b) where ANZ has given you notification of the intended disclosure and you have not objected to that disclosure; or
 - (c) where ANZ believes disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for national security in the performance of their functions; or

(d) where ANZ is authorised, required or permitted by law to disclose the information.

14.3 Without limiting the application of this clause 14, personal information provided through ANZ FX Online is also subject to clause 11 (Privacy and Disclosure of Information) of the Terms and Conditions.

15 Definitions

In this schedule:

“**AML/CTF Act**” means the Anti Money Laundering and Counter Terrorism Financing Act 2006 (Cwlth).

“**ANZ**” means Australia and New Zealand Banking Group Limited (A.B.N. 11 005 357 522), a company incorporated in Australia, and its successors and assigns.

“**Authorised User**” means a person nominated by you to use ANZ FX Online.

“**Currency Transfer**” means the transfer of funds from a Nominated Account to an account nominated by you, where the funds to be transferred are of the same currency as those held in the Nominated Account from which the transfer is made, and where the transfer is not made in connection with another transaction under this agreement. The transfer cannot be made in Australian Dollars.

“**Currency Transfer Instructions**” means instructions from you to ANZ to enable ANZ to make payments in relation to Currency Transfers on the required date.

“**Digital Key**” means the ANZ Digital Key application provided under and in accordance with the Digital Key Terms.

“**Digital Key Terms**” means ANZ Digital Key Terms and Conditions and Licence Agreement (Australian Edition) available at www.anz.com.

“**Electronic Instruction**” means any electronic instruction including a payment instruction for a transaction or a Currency Transfer, information, message or communication issued or transmitted through ANZ FX Online.

“**know your customer**” obligations mean obligations that ANZ may have under applicable law (including the AML/CTF Act) to collect, analyse and (in some circumstances) disclose information about you, your Authorised Users and your managers. “Know your customer” obligations may also include ongoing monitoring of transactions carried out by you or on your behalf using the ANZ’s electronic banking services.

“**Law**” means any treaty, law, statute, rule, regulation, court order or standard of any Authority or any request, order, directive, guideline, notice, code, decision or statement of policy or practice of any regulatory, administrative, government, quasi-government, supranational, law enforcement or supervisory authority, court or tribunal having the force of law or, if not having the force of law, in respect of which compliance in the relevant jurisdiction is customary.

“**Nominated Account**” has the meaning given thereto in clause 6.1.

“**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 provided by ANZ to you from time to time.

“**Transactions**” has the meaning given thereto in clause 1.1.