

DOMESTIC TELEGRAPHIC TRANSFER TERMS AND CONDITIONS

1. USE OF AN INTERMEDIARY

- 1.1 If ANZ cannot send the payment directly to the beneficiary bank then ANZ may need to use an Intermediary to make the payment.
- 1.2 An Intermediary may charge unspecified fees or charges in making the payment to the Payee. Where a deduction is made in respect of those fees and charges the Payee will receive less than the payment amount specified in the Application.

2. ANZ'S FEES AND CHARGES

- 2.1 ANZ's fees for this service are in accordance with the terms and conditions that apply to your ANZ account.
- 2.2 Other fees and charges may also apply in relation to this service.
- 2.3 Current fees are set out in the terms and conditions that apply to your applicable ANZ account, available at anz.com.

3. DELAYED PAYMENT

- 3.1 Funds transferred by ANZ will usually be processed to the beneficiary's account within two business days of ANZ accepting your instructions.
- 3.2 ANZ will not be liable for any costs, losses or damages if a Delayed Payment occurs and ANZ has acted in good faith on your instructions.
- 3.3 You agree that ANZ may decide to delay your payment while ANZ seeks to confirm your instructions and the legitimacy of payments, and/or your identity, to ANZ's satisfaction.
- 3.4 ANZ may contact you to confirm your instructions or your identity and may ask you to undertake further actions (such as an identification check) Without limitation to clause 7.1, if ANZ is unable to confirm your instructions or your identity to its satisfaction, then ANZ may delay, block or refuse to make payment and in doing so will not be liable for any costs, losses or damages caused or suffered as a result.

4. ENQUIRIES AND STOPPING OR CANCELLING A PAYMENT

- 4.1 In some limited circumstances, ANZ may be able to stop or cancel a transfer of funds. If you have purchased this product at an ANZ branch and you are an ANZ account holder, contact ANZ's International Support Centre on 1800 681 683 (outside Australia +61 3 8565 7229) to request ANZ to stop or cancel a payment, or request an enquiry.

- 4.2 You acknowledge that if ANZ agrees to stop or cancel a payment, ANZ will not return the funds to you until they are received by ANZ from the Correspondent. If the funds have not yet been sent by ANZ, they will be available to you on the same day that you made the request to stop or cancel the relevant payment. If you requested the funds to be withdrawn from an ANZ bank account, the funds will be returned to this account. Otherwise the funds will be available at the branch at which you requested the telegraphic transfer.
- 4.3 Where you request ANZ to stop or cancel a payment or transfer of funds, ANZ will charge you fees in accordance with this document. The fees are applicable regardless of whether or not we are successful in stopping or cancelling the payment. You acknowledge that Correspondents may also charge a fee and this will be deducted from the returned funds. You agree to indemnify ANZ for any loss that occurs as a result of ANZ agreeing to stop or cancel a payment except for where such loss is caused by ANZ's fraud, negligence, wilful misconduct or mistake (except a mistake caused by an act or omission of you or a third party).

5. INSTRUCTIONS GIVEN BY TELEPHONE

- 5.1 When giving instruction by telephone, you will need to provide ANZ with Identification Information. You acknowledge that ANZ will rely on the Identification Information. You also acknowledge that making Identification Information available to other people increases the risk of fraud. Except in the case of fraudulent or negligent conduct by an employee or agent of ANZ, ANZ is not liable for any loss that arises from Identification Information being available to other people. ANZ may rely on all instructions received from any person using the Identification Information.
- 5.2 You agree to indemnify ANZ for any loss, cost, expense or other liability (including any charges) sustained or incurred by ANZ as a result of ANZ acting in good faith on your verbal instructions, unless such loss, cost, expense or other liability arose from ANZ's fraud, negligence, wilful misconduct or mistake (except a mistake caused by an act or omission of you or a third party).

6. PAYMENT INSTRUCTIONS

- 6.1 You agree that:
 - (a) The beneficiary's name does not form part of your payment instructions; and
 - (b) ANZ does not check that the payment details provided by you are correct or that the beneficiary's name matches the account number of the intended beneficiary.

7. ANTI-MONEY LAUNDERING AND SANCTIONS

- 7.1 You agree that ANZ may, without providing you with any notice and without incurring any liability, delay, block or refuse to process any transaction or close your account, if ANZ reasonably considers or suspects that the transaction or keeping your account open:
- (a) may break any law or regulation in Australia or in any other country;
 - (b) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country;
 - (c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or
 - (d) may be inconsistent with or prohibited by our anti-money laundering and counter-terrorism financing or sanctions policies. Such policies, which can change from time to time, are designed to help ANZ comply with legal obligations and to identify, manage and mitigate money laundering and terrorism financing and sanctions risks. These policies cover matters such as ANZ's approach to:
 - (i) customer due diligence;
 - (ii) monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
 - (iii) transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products and sectors of economies in certain jurisdictions.

A summary of our anti-money laundering and counter-terrorism financing policy and our sanctions policy is available at anz.com and includes, for example, a current list of relevant jurisdictions.

- 7.2 You must give ANZ all the information ANZ reasonably needs to manage anti-money laundering, counterterrorism financing and/or economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country.
- 7.3 You agree that ANZ may give any information about you to:
- (a) any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
 - (b) any correspondent, intermediary (or agent) bank ANZ uses to make the payment for the purpose of compliance with any law or regulation.
- 7.4 Unless you have told ANZ that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.
- 7.5 You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any law or regulation in Australia or any other country.

8. PRIVACY

- 8.1 Where ANZ collects any personal information in connection with your Application, it does so in order to carry out your instructions. ANZ may also use this information for any other purpose ANZ informs you about including in any applicable product terms and conditions.
- 8.2 If you do not provide this information, ANZ will not be able to carry out your instructions.
- 8.3 ANZ may disclose this information to the Beneficiary's bank; a Correspondent; SWIFT; or any other parties we inform you about including in any applicable product terms and conditions.
- 8.4 ANZ's Privacy Policy (available at anz.com) contains information about any laws that require or authorise ANZ to collect certain information from you, further details on when ANZ may collect your information from other sources (including from a third party), how to access the personal information ANZ holds about you, how you can seek to correct it, how you can raise concerns if you believe that ANZ has breached the Privacy Act or an applicable Code, and how ANZ will deal with these matters.
- 8.5 Before you provide us with personal information about someone else (such as the Beneficiary), we require that you show them a copy of this notice so that they can understand how ANZ intends to handle their personal information.

9. BANKING CODE OF PRACTICE

- 9.1 If you are an individual or small business (as defined in the Banking Code of Practice), the Banking Code of Practice applies to this transaction.
- 9.2 You can obtain from ANZ upon request general descriptive information about ANZ's banking services, including (1) ANZ's complaint handling procedures, (2) ANZ's obligations regarding the confidentiality of your information and (3) the advisability of you reading the terms and conditions applying to each banking service that ANZ provides to you.

10. GLOSSARY

In this document, the following words have the following meanings:

- (a) **You:** The person or persons named as Applicant in this document. If details of more than one person are given, then "you" means all of them together and each of them individually.
- (b) **Intermediary:** Another bank or agency chosen by ANZ to convey the funds directly or indirectly to the beneficiary.
- (c) **Delayed Payment:** Occurs where a transfer of funds occurs, for reasons outside ANZ's control, more than two business days after ANZ has accepted your instructions.
- (d) **SWIFT:** The Society for Worldwide Interbank Financial Telecommunication SCRL (S.W.I.F.T) that supplies standardised and secure messaging services and interface software to the financial industry worldwide.