Version: October 2008





# Foreign Currency Accounts (FCAs)

# Foreign Currency Interest Bearing Term Deposits (FCIBTDs)

You should read all relevant documentation that is provided to you (including these Terms and Conditions) and ask ANZ about any issues that concern you.

#### What are FCAs and FCIBTDs?

FCAs and FCIBTDs are deposit accounts denominated in a foreign currency. Accounts can be opened in most major currencies, for example United States Dollar (USD), Euro (EUR), New Zealand Dollar (NZD), Great Britain Pound Sterling (GBP), Singapore Dollar (SGD), Hong Kong Dollar (HKD), and Japanese Yen (JPY). Other currencies will be considered on a case by case basis.

# Who provides the FCAs and FCIBTDs?

FCAs and FCIBTDs are provided by Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ("ANZ"). Any enquiries concerning these accounts should be made by contacting your Relationship Manager or by contacting Australia and New Zealand Banking Group Limited of Level 6, 100 Queen Street, Melbourne VIC 3000 (Phone: 13 31 99).

# What are the significant benefits offered by FCAs and FCIBTDs? *FCAs*:

- Allows netting of foreign currency transactions, minimising exchange risks;
- Provide a means of financing where there are mismatches in transaction timings and where volumes of transactions require flexibility for management control;
- Make it possible to buy or sell foreign currencies in advance when exchange rates are advantageous.

### FCIBTDs:

- Provide flexibility to invest at foreign currency interest rates for either investment or trading opportunities for a fixed period;
- Offer a short to medium term investment with a fixed interest rate:
- Generate interest while preserving intact those funds earmarked for future commitments.

Please note that interest rates and exchange rates fluctuate on a daily basis.

# What fees and charges apply to FCAs and FCIBTDs?

The fees and charges which currently apply in respect of FCAs and FCIBTDs are set out in the Fees and Charges Booklet.

ANZ may vary these fees and charges from time to time in accordance with the attached documentation.

# What terms and conditions apply to FCAs and FCIBTDs?

The specific and general terms and conditions which apply in respect of FCAs and FCIBTDs are set out in this document. These

terms and conditions may be altered by ANZ from time to time, in accordance with the General Terms and Conditions.

# How are complaints made and resolved?

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. The complaints handling procedure is set out in clause 20 under General Terms and Conditions below.

#### **Further Information**

Further information concerning FCAs and FCIBTDs can be obtained by contacting your Relationship Manager.

As part of the commitment which ANZ makes to your business, many of the features of the above products can be customised to provide a specific solution for your business. Refer to your Relationship Manager for details.

# Terms and Conditions

# Foreign Currency Accounts (FCAs) - Specific Terms and Conditions

# 1. Deposits

For FCAs, you can make deposits to your account:

- in person at an ANZ branch;
- by making arrangements with your Relationship Manager;
- by transferring funds electronically; and
- by arranging an electronic credit via another financial institution.

Each non-electronic deposit must be accompanied by a written instruction.

Notwithstanding that a deposit made to a FCA is in the same currency in which the FCA is denominated, when a deposit includes foreign currency notes, a foreign currency draft or cheque or foreign currency travellers cheques, ANZ may, in its absolute discretion, convert the deposit into Australian Dollars at the buying rate applicable on the day of the transaction and then reconvert the deposit back into the currency in which the FCA is denominated at the selling rate applicable on the day of the transaction. For details of the exchange rate associated with such a deposit into your FCA refer to your Relationship Manager.

When a deposit includes foreign currency notes, a foreign currency draft or cheque or foreign currency travellers cheques the deposit will incur a Non Trade Transaction Fee. When a deposit includes an Australian dollar or foreign currency cheque, each cheque may incur a Collection Item Fee and the deposit may incur an additional transaction fee. Refer to the IFS and Corporate Fees Booklet for details. This booklet is available from your Relationship Manager.

# 2. Withdrawing or Transferring Funds

Withdrawals can be made from FCAs via your Relationship Manager or at an ANZ branch. If you wish to make a withdrawal at an ANZ branch, ANZ may require you to provide satisfactory identification.



ANZ may allow you to make withdrawals or debits to your account in other ways. If it does, ANZ can impose further terms and conditions for those withdrawals or debit arrangements. Refer to your Relationship Manager for details.

Withdrawals from the FCA may be utilised for purchase of an overseas draft, telegraphic transfer, settlement of a trade related transaction or be credited to a nominated account in the same or a different foreign currency or Australian Dollars.

Notwithstanding that a withdrawal made from a FCA is in the same currency in which the FCA is denominated, when a withdrawal includes foreign currency notes, a foreign currency draft or cheque or foreign currency travellers cheques, ANZ may, in its absolute discretion, convert the withdrawal into Australian Dollars at the selling rate applicable on the day of the transaction and then reconvert the withdrawal back into the currency in which the FCA is denominated at the buying rate applicable on the day of the transaction. For details of the exchange rate associated with such a withdrawal from your FCA refer to your Relationship Manager.

A withdrawal from a FCA to purchase foreign currency notes or foreign currency travellers cheques incurs a Non Trade Transaction Fee, as does a withdrawal from a FCA that is credited to a nominated account in the same or a different foreign currency or an Australian Dollar account. Refer to the IFS and Corporate Fees Booklet for details. This booklet is available from your Relationship Manager.

#### 3. Credit Interest

FCAs interest (if applicable) is calculated on the daily credit balance provided that the daily credit balance is greater than the Free Funds Amount (as defined in clause 2 of the general terms and conditions). Interest on FCAs which accrue interest on the daily credit balance is only paid on the daily credit balance in excess of Free Funds Amount and is paid according to the interest cycle determined by you and your Relationship Manager.

Interest will be credited to the FCA on which the interest is earned.

# 4. Credit Interest Rates

Details of current interest rates which may be applicable to your FCA are available from your Relationship Manager.

The interest rate applicable to your FCA varies on a daily basis. It is determined by taking a Base Interest Rate (being the interest rate paid by ANZ's overseas settlement correspondent banks to ANZ in respect of the relevant currency) and deducting your customer margin.

Determination of Base Interest Rates is linked to external reference rates, changes to which ANZ cannot advise you of in advance.

The amount of your customer margin, expressed as a percentage, will be advised to you by your Relationship Manager at the time of opening your FCA.

Provided that the interest rate, after deduction of your customer margin is a positive figure, interest (if applicable), will be payable at that interest rate.

The daily interest rate for accounts denominated in the currency of any Commonwealth country (with the exception of Canada) is the annual rate divided by 365 days. For accounts denominated in the

currency of all other countries (including Canada), the daily interest rate is the annual rate divided by 360 days.

#### 5. Debit Interest

Unless you have made prior arrangements with ANZ, your account must have a credit balance at all times. If you overdraw and ANZ, in its discretion, honours your withdrawal, you will be charged interest on the overdrawn balance.

Debit interest is calculated daily in arrears and the calculation includes non Banking Days. Debit interest is charged according to the cycle determined by your Relationship Manager.

Debit interest will be charged to the account on which it was accrued.

If ANZ fails to collect an interest amount to which it is entitled, ANZ has not waived its right to collect that interest amount or the interest amounts for future transactions of the same nature.

### 6. Debit Interest Rate

Details of current debit interest rates which may be applicable to your FCA are available from your Relationship Manager.

The debit interest rate applicable to your FCA varies on a daily basis. It is determined by taking a Base Interest Rate (being the interest rate charged by ANZ's overseas settlement correspondent bank's to ANZ in respect of the relevant currency) and adding your customer margin.

Determination of Base Interest Rates is linked to external reference rates, changes to which ANZ cannot advise you of in advance.

The amount of your customer margin, expressed as a percentage, will be advised to you by your Relationship Manager at the time of opening your FCA.

The daily debit interest rate for accounts denominated in the currency of any Commonwealth country (with the exception of Canada) is the annual rate divided by 365 days. For accounts denominated in the currency of all other countries (including Canada), the daily interest rate is the annual rate divided by 360 days.

# 7. Overdraft Facility

If you require credit, an Overdraft facility may be available on your FCA account. Please refer to your Relationship Manager for details. All applications are subject to ANZ's normal credit approval criteria.

### 8. Closing Your ANZ account

You or any other authorised person can close your FCA at any time upon request. Any unused Corporate Draft forms provided to you under the Corporate Draft Issuing Facility must be returned at this time. ANZ will pay you the credit balance plus deposit interest if any; less any accrued account fees and government charges applicable to the closing date. Any uncleared funds will not be released until they are cleared.

If your account is in debit, the balance plus any accrued debit interest, fees and government charges applicable to the closing date will be payable by you to ANZ.



If your account has either a nil or debit balance, and there have been no transactions (except for government charges and fees) on the account for more than three months, then ANZ may (subject to the recovery from you of any debit balance) close your account.

ANZ may exercise its discretion to close an account due to unsatisfactory conduct or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on our records and will forward a foreign currency draft for the net credit balance of the account.

# 9. Information about Corporate Draft Issuing Facility

A corporate draft issuing facility is available on FCAs to approved customers. This facility is subject to additional terms and conditions, which will be provided to approved customers, together with general descriptive information concerning the operation of the facility.

# Foreign Currency Interest Bearing Term Deposits (FCIBTDs) - Specific Terms and Conditions

# 1. Deposits

There is a minimum balance requirement of AUD75,000 equivalent for opening a new FCIBTD.

FCIBTDs of AUD75,000 equivalent or more can be invested for any term between thirty (30) days and two (2) years.

For FCIBTDs, you can make deposits to your account:

- · in person at an ANZ branch; and
- by making arrangements with your Relationship Manager.

Each deposit must be accompanied by a FCIBTD Deposit form. When a deposit includes foreign currency notes, a foreign currency draft or cheque or foreign currency travellers cheques the deposit will incur a Non Trade Transaction Fee. Refer to the IFS and Corporate Terms and Conditions: Fees Booklet for details. This booklet is available from your Relationship Manager.

Notwithstanding that a deposit made to a FCIBTD is in the same currency in which the FCIBTD is denominated, when a deposit includes foreign currency notes, a foreign currency draft or cheque or foreign currency travellers cheques, ANZ may, in its absolute discretion, convert the deposit into Australian Dollars at the buying rate applicable on the day of the transaction and then reconvert the deposit back into the currency in which the FCIBTD is denominated at the selling rate applicable on the day of the transaction. For details of the exchange rate associated with such a deposit into your FCIBTD refer to your Relationship Manager.

# 2. Withdrawing or Transferring Funds

If you wish to withdraw all of your FCIBTD before its maturity date, you require ANZ's agreement. Any request must be made in writing at least 24 hours prior to the required prepayment date. If ANZ agrees to an early withdrawal, then ANZ will be entitled to reduce the interest rate payable on the FCIBTD. The FCIBTD will be retired at the market rate applicable at the date of repayment. Refer to your Relationship Manager for details.

Partial prepayment is not available for FCIBTDs.

### 3. Credit Interest

Interest is paid on maturity of the FCIBTD. Interest is calculated on the opening balance of your FCIBTD.

The rate of interest is fixed for the term of your FCIBTD. ANZ will advise you of the interest rate for the particular term that you have chosen at the time you make the deposit. Interest accrues daily and the daily interest rate is the rate fixed for the term of the deposit:

- divided by 365 days for accounts denominated in the currency of any Commonwealth country (with the exception of Canada);
- divided by 360 days for accounts denominated in the currency of all other countries (including Canada).

You can obtain details about the level of interest that your account will earn from your Relationship Manager.

At the time you make your FCIBTD, you can arrange for your interest to be:

- Credited to a nominated ANZ account; or
- Reinvested with the principal.

## 4. Renewal Instructions

It is your responsibility to advise ANZ of your requirements for your FCIBTD when it matures. If for any reason ANZ does not have any instructions from you as to what should happen to your funds by 11.00am on the date of maturity, ANZ will reinvest the principal and interest in the same type of FCIBTD as you initially chose, for the same term and at the interest rate then current.

If you have made arrangements with ANZ for funds from an existing FCIBTD to be reinvested on maturity in a new FCIBTD, you cannot request that ANZ change either the term of the new deposit, or to change the amount that you wish to reinvest.

# 5. Customer Letter

When you open, re-invest, close, add to or redeem your FCIBTD, you will receive a confirmatory letter or deal confirmation slip from ANZ.

# General Terms and Conditions

### 1. Application of these General Terms and Conditions

If you have an existing account, these Terms and Conditions will apply 30 days after you receive notification of them.

If ANZ and you have agreed on terms and conditions for your account that has a fixed expiry date, these Terms and Conditions will only take effect on expiry of that term.

If you are opening a new account, these Terms and Conditions will apply immediately upon opening of that account.

Other terms and conditions, including those implied by law, apply. To the extent of any inconsistency, the terms and conditions contained in these Terms and Conditions shall prevail to the extent permitted by law.



# 2. Opening a FCA or FCIBTD and verification of account signatories

You can open accounts by contacting your Relationship Manager. To open any account, the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 requires all signatories to the account to be identified in accordance with the Act.

At the time of opening your FCA, ANZ will advise you of the Free Funds Amount that must be deposited into your FCA.

Free Funds Amount means the minimum foreign currency amount balance that must be maintained in your account at all times before any credit interest (if applicable) is payable.

### 3. Tax File Numbers

Federal law provides that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation.

It is not compulsory for you to provide your TFN. However, if you choose not to do so, in accordance with TFN legislation ANZ is required to deduct withholding tax for an Australian resident from interest earned unless you are in an exempt category. Accordingly, you are required to advise ANZ the type of exemption you are claiming.

Withholding tax is calculated at the highest marginal tax rate plus Medicare Levy. ANZ will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

If you are not an Australian resident and do not have a TFN, ANZ is required to deduct withholding tax from any interest earned in accordance with applicable law.

# 4. Code of Banking Practice

If you are an individual or if you are using ANZ's products and services in connection with a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

# 5. Processing of Withdrawals and Deposits

Generally, any withdrawal, deposit or transfer made on your account will be processed to your account on the same day, provided any cut off time applicable to the method of withdrawal, deposit or transfer are met.

Cheque deposits and drafts in Australian Dollars will usually take three to seven working days to clear.

All deposits and request for telegraphic transfers must be received before 4 pm in the place from which the telegraphic transfer is sent, Monday to Friday to ensure the funds are transferred on a same day basis.

Any transaction made after these cut-off times may be processed on the following Banking Day. Customers will not have access to their funds until they are cleared.

Uncleared funds do not accrue interest.

# 6. Exchange of Currency on Deposits or Withdrawals

Any deposit into or withdrawal from your FCA or FCIBTD in a currency other than the currency in which the FCA or FCIBTD is

denominated will be subject to exchange rates applicable to the currency of the transaction involved on the day of the transaction.

ANZ will determine the exchange rates to convert foreign currency amounts to the equivalent amounts in a different foreign currency or Australian Dollars. For details of the exchange rate associated with deposits into or withdrawals from your FCA or FCIBTD refer to your Relationship Manager.

## 7. Fees and Charges

If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect that fee or the fee for future transactions of the same nature.

ANZ may waive fees under certain conditions. Please refer to your Relationship Manager for details.

#### 8. Statements

ANZ will issue statements for your FCA as arranged by you and your Relationship Manager.

Statements are not issued for FCIBTDs.

A fee may be charged if you require duplicate copies of statements. Refer to the Fees and Charges Booklet, for details.

You must review and reconcile your records in respect of each account held with us within the account reconciliation period (as documented in the account authority) after you have received the relevant statement of account and notify us immediately if:

- there has been any alleged omission from, or debits wrongly made to, an account, or
- any unauthorised transaction has been effected in respect of an account.

Except to the extent notified by you pursuant to this term and condition or any bank fees or changes incorrectly debited or credited by ANZ, all entries in the statement of account at the end of that account reconciliation period shall be conclusive evidence without further proof that they are correct and complete and ANZ shall be free from all claims in respect of such accounts.

## 9. Authority for Account Operation

At the time of opening your account, you must nominate the persons who are authorised to operate the account.

ANZ can act at all times on the basis that the authorised operator(s) can act fully and effectively in all dealings, matters and transactions in respect of the account according to the account authority. You are responsible to ANZ for any fees, charges and liability incurred or to be incurred or arising from the operations on the account or any document, act, matter or thing effected or purported to have been effected by the authorised operator(s).

You will indemnify ANZ and keep ANZ indemnified against any cost, loss, expense or other liability sustained or incurred by ANZ as a result of ANZ accepting and acting on any document, act, matter or thing effected or purported to have been effected by the authorised operator(s). ANZ may debit your account with any amounts you are liable to pay to ANZ in respect of the account.



Any third party who is an authorised operator may be responsible for all liability which is incurred as a result of operations on the account.

If you hold your account jointly or in partnership with one or more other persons, then each of you is jointly and severally responsible to ANZ for any liability. If you wish to alter the account authorisation instructions, then you must notify ANZ in writing.

# 10. Disruption to Service

When planning transactions, please allow sufficient time. You should bear in mind that occasionally a banking service may be disrupted. A disruption is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

To the maximum extent permitted by law, ANZ will only be liable for loss or damage suffered because of a disruption where that disruption is caused by an event within ANZ's reasonable control.

ANZ will not be liable for consequential loss or damage because of such disruption.

This disclaimer is in addition to, and does not restrict, any other provision contained in these terms and conditions which limits ANZ's liability.

# 11. Inactive Accounts

If you do not operate your account for seven years and there is the Australian dollar equivalent of AUD500 or more in your account, ANZ is required by law to send your money to the Government as unclaimed money. While you can reclaim your money at any time, we suggest you operate your account regularly to avoid this inconvenience.

### 12. Notices and Joint Accounts

ANZ can send you notices, statements or other documents including changes to the terms and conditions by mailing them to any one of the authorised operator(s) at their nominated business address shown in ANZ's records. Notices may also be given by publication of an advertisement.

If ANZ does this, you will be deemed to have received the notice, statement or other document the day after it is sent, or on the first day of publication of the advertisement, whichever is earlier.

If ANZ gives these terms and conditions to any of the joint account holders, they will be considered to have been received by all account holders.

# 13. Anti-Money Laundering and Sanctions

You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any laws or regulations in Australia or any other country;
- (b) the transaction 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 States, the European Union or any country; or

(c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country. You agree that ANZ may disclose any information concerning you to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (b) any Correspondent ANZ uses to make the payment for the purpose of compliance with any such law or regulation

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

# 14. Government Charges

Government duties, taxes and charges, if applicable, will be deducted from your account.

# 15. Changes to Fees, Charges, Interest Rates and Terms and Conditions

The table below sets out how and when ANZ will notify you of changes to your account. You agree that ANZ may notify you of certain changes by advertisement in major daily or national newspapers. ANZ may make changes as detailed below in Table 1.

# 16. Change of Name and/or Address

You should notify ANZ in writing as soon as possible of any changes to your account details including the name and address of the account holder, authorised operator(s) or business. ANZ will not be responsible for any errors or losses associated with account changes where ANZ has not received notice.

# 17. Privacy

Collection of your information by ANZ.

ANZ may collect your information:

- (a) to assist in providing information about a product or service;
- (b) to consider your request for a product or service;
- (c) to enable ANZ to provide a product or service;
- (d) to tell you about other products or services that may be of interest to you;
- (e) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- (f) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);



- (g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- (h) as required by relevant laws, regulations, Codes and external payment systems.

ANZ must, on your request, provide to you information concerning the current interest rates and the standard fees and charges relevant to your account.

Absence of relevant information

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

Disclosures by ANZ

Subject to ANZ's general duties of confidentiality towards you, ANZ may need to disclose your information to:

- (a) credit reporting or debt collecting agencies;
- (b) an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- (c) any service provider ANZ engages to carry out or assist its functions and activities;

Table 1: Changes to Fees, Charges, Interest Rates and Terms & Conditions

Change	Minimum number of days notice	Method of notice
Introduce a new fee or charge.	30 days	In writing
Increase an existing fee or charge.	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited.	30 days	In writing
Change the interest rates.	N/A	The interest rate applicable to your account will fluctuate from time to time. Refer to Specific Terms and conditions
Change any other term or condition, the name of interest rates, accounts or publications.	Day of change	In writing or by press advertisement

- (d) regulatory bodies, government agencies, law enforcement bodies and courts:
- (e) other parties ANZ is authorised or required by law to disclose information to;
- (f) other financial institutions (such as banks);
- (g) your authorised agent, executor, administrator or legal representative.

Accessing your information held by ANZ

Subject to the provisions of the Privacy Act (if applicable), you may access your information at any time by contacting the ANZ Relationship Manager or asking to do so at any ANZ branch. ANZ may charge you a reasonable fee for access.

If you can show that information about you is not accurate, complete and up to date, ANZ will take reasonable steps to ensure it is accurate, complete and up to date.

Collecting your sensitive information

If you are an individual, ANZ will not collect sensitive information about you, such as health information, without your consent.

Where you supply ANZ with personal information about someone else

If you give ANZ personal information about someone else or direct someone else to give their personal information to ANZ, you will tell that person that:

- (a) ANZ is holding personal information about that person;
- (b) Personal information collected about that person will be used for the primary purpose of ANZ providing the services contemplated by these terms and conditions;
- (c) The person can access their information at any time by contacting the ANZ Relationship Manager or asking to do so at any ANZ branch. ANZ may charge a reasonable fee for access;
- (d) If the person can show that information about the person is not accurate, complete and up to date, ANZ will take reasonable steps to ensure it is accurate, complete and up to date; and
- (e) ANZ may give that person's information to any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ.

Your consent to certain disclosures of information

You agree that ANZ may give your information to the following people and authorise these people to have access to your information:

- (a) any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ; and
- (b) ANZ's related companies or alliance partners to enable them to decide if they want ANZ to tell you about a product or service.

Where you do not want ANZ to tell you about its products or services or those of its related companies or alliance partners, you may withdraw your consent by calling 13 31 99 at any time.



### 18. Bank Cheques

Bank cheques are cheques instructing payment from the bank itself and a fee is charged.

A bank may dishonour a bank cheque if:

- · the bank cheque is forged or counterfeit
- the bank cheque has been fraudulently and materially altered
- · a fraud or other crime has been committed
- the bank is told the bank cheque has been lost or stolen
- there is a court order restraining the bank from paying a bank cheque
- the bank has not received payment or value for the issue of the bank cheque
- if a bank cheque is presented by a person who is not entitled to the cheque proceeds

If a bank cheque is lost or stolen, ANZ will, on certain conditions, provide a replacement cheque for a fee. Refer to the Fees and Charges - Booklet for details.

### 19. Social, Ethical Environmental and Labour Standards

ANZ does not take into account labour standards or environmental, social or ethical considerations in the selection, retention or realisation of the investment of funds associated with the accounts covered by these Terms and Conditions.

# 20. Making a Complaint

If ANZ makes a mistake, or our service doesn't meet your expectations, ANZ wants to know.

For the fastest possible resolution to your complaint:

- Talk to your Relationship Manager or Product Specialist or
- If you are unable to talk with your Relationship Manager or Product Specialist talk to your Relationship Manager's or Product Specialist's immediate supervisor.

If it can't be resolved promptly your Relationship Manager or Product Specialist (or their immediate supervisor), will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve the complaint within 10 working days.

If this is not possible, ANZ will keep you informed on the progress of your matter and how long ANZ expects it will take to resolve your complaint.

Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme.

Banking and Financial Services Ombudsman Limited GPO Box 3

Melbourne VIC 3001 Telephone: 1300 780 808 Fax: +61 3 9613 7345

Internet: http://www.abio.org.au/

### 21. If you are in financial difficulty

You should inform ANZ as soon as possible if you are in financial difficulty. ANZ will, with your agreement, try and help you overcome your difficulties with your facility, including for example, developing a repayment plan.

