

ANZ CLEARING SERVICES

COUNTRY SCHEDULE – TONGA

For ANZ Services provided in Tonga, the relevant ANZ Group Member and “ANZ” means Australia and New Zealand Banking Group Limited, Tonga branch and, for the avoidance of doubt, the ANZ Location is the Kingdom of Tonga (**Tonga**) and the Governing Jurisdiction is Tonga. The Terms and Conditions as applicable to those ANZ Services are amended, supplemented and varied as follows.

1.1 Definitions

For the purposes of this Section:

- (a) Capitalised terms used in this Country Schedule and not otherwise defined have the meanings ascribed to them in the Terms and Conditions
- (b) **“Central Bank”** means the Reserve Bank of Tonga.
- (c) The definition of **“Customer Information”** contained in the Terms and Conditions includes Personal Information. For ANZ Services provided in Tonga, Personal Information is defined as follows:
 - (i) **Personal Information** means information or an opinion about an identified individual or an individual who is reasonably identifiable.

In dealing with ANZ, ANZ is likely to collect and use Personal Information. This includes Personal Information about certain Representatives and other relevant personnel of Correspondent, customers of Correspondent, and applicants for transfer of funds (**“Individuals”**).

1.2 Confidentiality and Disclosure

- (a) Clause 13.1 is supplemented with:
 - (a) *If Correspondent or Individuals do not provide ANZ with some or all of the Personal Information that ANZ requests, ANZ may be unable to provide Correspondent with an Account or ANZ Service.*
 - (b) *ANZ may collect and use Personal Information:*
 - (i) *to provide Correspondent with information about an Account or ANZ Service;*
 - (ii) *to consider and process Correspondent’s request for an Account or ANZ Service;*
 - (iii) *to provide an Account or an ANZ Service or another product or service to Correspondent;*

- (iv) *to tell Correspondent about other products and services;*
- (v) *to assist in arrangements with other organisations in relation to the promotion or provision of product or service;*
- (vi) *to manage products and services and perform administrative and operational tasks;*
- (vii) *to consider any concerns or complaints raised by Correspondent or an Individual against ANZ and/or to manage any legal action involving ANZ;*
- (viii) *to identify, prevent or investigate any actual or suspected fraud, unlawful activity or misconduct;*
- (ix) *to identify Correspondent or an Individual or establish Correspondent’s or an Individual’s tax status under any Tongan or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority or any tax exchange agreement; and*
- (x) *as required by relevant Laws, codes of practice and external payment systems.*

- (b) Clause 13.2 is deleted and replaced with:

- (a) *Correspondent consents to the disclosure by ANZ of any information regarding Correspondent (including Customer Information and information relating to its financial condition, or any of its associated products or services) to:*
 - (i) *any ANZ Group Member which may use the information to:*
 - (A) *provide, manage or administer the Account or other ANZ Service or any other products or services;*
 - (B) *carry out ANZ’s functions and activities; manage products and services and perform administrative and operational tasks;*
 - (C) *promote its own products and services, unless Correspondent advises otherwise; and*
 - (D) *comply with Laws and prudential standards;*

- (ii) *an organisation that is in an arrangement with ANZ to jointly offer products or services and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents);*
- (iii) *any agent, contractor or service provider ANZ engages to carry out or assist with its functions and activities;*
- (iv) *an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;*
- (v) *regulatory bodies, government agencies, law enforcement bodies, courts and any Authority;*
- (vi) *participants in Payments Systems (including correspondents, payment organisations (such as SWIFT) and merchants) and other financial institutions;*
- (vii) *other credit providers;*
- (viii) *insurers (including mortgage insurers) and reinsurers;*
- (ix) *any person who introduces Correspondent to ANZ;*
- (x) *Correspondent's referee(s), employer or representative (including any authorised agent, executor, administrator or trustee in bankruptcy, legal representative or anyone else acting for Correspondent in connection with Correspondent's product or service);*
- (xi) *joint account holders;*
- (xii) *any provider or potential provider of a guarantee, security or other credit support for Correspondent's obligations to ANZ;*
- (xiii) *other parties ANZ is authorised or required by Law to disclose information to;*
- (xiv) *any professional advisors of ANZ who are under a duty of confidentiality to keep such information confidential;*
- (xv) *any person with whom ANZ may enter into a transfer, assignment, participation or other agreement in connection with the Correspondent's facilities; and*
- (xvi) *any credit reporting bodies;*
- (b) *In making the disclosures described above, ANZ may disclose information to recipients (including service providers and ANZ Group Members):*
 - (i) *located outside Tonga; and/or*
 - (ii) *not established in or not carrying on business in Tonga.*

- (c) *For the avoidance of doubt, the consent to the disclosure of Customer Information is a standing consent.*

1.3 Taxes

- (a) Any reference in a Relevant Document to a Fee or charge shall be a reference to that Fee or charge exclusive of any relevant Tax, unless and to the extent that the Fee or charge is expressly agreed to be inclusive of the relevant Tax
- (b) Notwithstanding any other provision of a Relevant Document, the Fee or charge does not include any consumption tax or similar tax by whatever name ("**CT**").
- (c) To the extent that anything done or to be done under or in connection with a Relevant Document by ANZ constitutes a taxable supply for the purposes of any Law relating to CT, the amounts expressed in the Relevant Document as payable or to be provided in relation to that supply will automatically increase to include an additional amount on account of CT. Such amount will be calculated by multiplying the value of the amount payable or to be provided by Correspondent for the relevant taxable supply by the prevailing CT rate. Any additional amount paid or payable on account of CT will be calculated and will be payable by Correspondent without any deduction or set-off.

1.4 Compliance with Law and Central Bank Regulations

All Payments, exchange and conversion of Tonga Pa'anga into foreign currency (or vice versa) or the sale, remittance or transfer of Tonga Pa'anga or any foreign currency shall be subject to the applicable Law and any Central Bank/Authority transaction limits, rules, regulations, policies, directions or guidelines including but not limited to any restrictions imposed on ANZ under any licence. If requested by ANZ, Correspondent undertakes to provide ANZ with any approvals or registrations and other documents necessary to effect any Payment, sale of foreign exchange, exchange or conversion of Tonga Pa'anga into foreign currency (or vice versa), or remittance or transfer of Tonga Pa'anga or any foreign currency. Correspondent acknowledges that ANZ shall not process any transaction involving Tonga Pa'anga or any foreign currency unless those approvals or registrations and other documents have been submitted to ANZ and have been found by ANZ to be in order.

1.5 Minimum Balance

Correspondent will be responsible for maintaining any minimum balance prescribed by ANZ for any Account(s). Failure to maintain such minimum balance may attract service charges and such charges may be deducted by ANZ from the Account(s).

1.6 Conversion Risk

Unless otherwise agreed, Correspondent understands and agrees that the nature of the ANZ Services contemplates exchange and other risks associated with transactions related to foreign currency. Correspondent understands and acknowledges that ANZ will not be responsible for any losses or damages or any other claims incurred or suffered by Correspondent in relation to such risks.

1.7 Account Number has Precedence

The following sentence shall be added to clause 2.6 of the Terms and Conditions after the last sentence:

“Correspondent releases ANZ from liability from responsibility for any error or omission in its instruction to ANZ.”

1.8 Compliance with Law

To enable ANZ to comply with applicable Law, Correspondent agrees to:

- (a) have adequate “know-your-customer” policies and procedures in compliance with requirements prescribed under applicable Law; and
- (b) provide promptly on request, all information regarding Correspondent and the Beneficiary, to the extent required by ANZ to enable it to comply with “know-your-customer” norms or applicable Law.

1.9 Unclaimed Moneys

Correspondent acknowledges that:

- (a) if Correspondent does not operate its Account for 7 years (or such other time prescribed by Law); and
- (b) ANZ has met its notification requirements under the Financial Institutions Act 2004, (Tonga).

ANZ may be required by Law to send the funds held in the Account to the Central Bank (or other Authority) as unclaimed money. While Correspondent can reclaim its money at any time, ANZ suggests it operates the Account regularly to avoid this inconvenience.

Signed for and on behalf of

Correspondent’s Name

Signature of authorised officer

Acting by its duly authorised officer in the presence of

Witness’ Signature

Officer’s Name

Witness’ Name

Officer’s Title

Date of Execution

The signatory warrants that he or she is duly authorised to execute this document on behalf of Correspondent

Place of Execution