



AUSTRALIA COUNTRY SCHEDULE

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in Australia. You need to read and understand this Country Schedule before opening an Account or applying for a Product in Australia.

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.

Important notice - risks

You acknowledge that:

- any transactions relating to an Account or a Product involve risks (including movements in currency rates or interest rates). You can incur losses and that is a risk you take. If you do not understand the risks, or are not willing to accept the risks that you may incur or suffer, you should not obtain an Account or a Product;
- all investments are made solely at your judgment, discretion and risk;
- any view we, including any of our Officers, express to you in relation to Products or market conditions is an opinion only. You may not rely on it or hold us responsible for it, even if it is wrong. Similarly, you may not hold us responsible if we fail to give you advice, recommendations or warnings;
- we do not monitor your transactions or movements in currency rates or interest rates for you – this is your responsibility; and
- we are not responsible for any loss in value of your investment for any reason including exchange rate fluctuations, restrictions on convertibility or transferability or any other reason beyond our control.

Part A – GENERAL

1. WHO WE ARE

A reference to "we", "our", "us" or "BNP Paribas" in this Country Schedule or the Agreement is to be read as to include "BNP Paribas ABN 23 000 000 117, AFSL 238043".

2. WHOLESALE CLIENTS

2.1 Our Accounts and Products are only available to "wholesale clients" as defined under the Corporations Act.

2.2 You represent and warrant to each member of the BNP Paribas Group, each of their Officers and each Third Party Provider that you are, and will continue to be, a "wholesale client" as defined under the Corporations Act from the time you first receive or accept an Account or a Product until the time that you no longer have an Account or a Product. You agree that this representation and warranty is subject to an indemnity in favour of the Indemnified Persons under Clause 6.1 (*Indemnity*) of the Conditions.

3. TAX IMPLICATIONS

If you do not provide us with a TFN, a TFN exemption or an Australian Business Number or you are a non-resident, we are obliged by law to withhold tax from the interest we pay you. Interest you have earned on a Product may be subject to income or company tax. You should discuss any taxation issues with an independent qualified tax advisor.

4. GST

4.1 Terms used in this clause have the same meaning as those defined in the GST Act, unless provided otherwise.

4.2 Any reference in the Agreement to fee, price, value, sales, revenue or similar amount ("**Revenue**") shall be a reference to that Revenue exclusive of GST, unless and to the extent that the Revenue is expressly agreed to be GST inclusive.

4.3 If any supply made under or in connection with the Agreement is subject to GST, the supplier may increase the consideration otherwise provided by the amount of that GST and recover such additional amount from the recipient. This paragraph does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

4.4 If the recipient is required to reimburse the supplier for any costs, the amount shall be reduced to the extent that the supplier is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit, unless it demonstrates otherwise prior to the date on which the consideration must be provided.

5. Bill Payments – BPAY Scheme

5.1 Payments

(a) We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.

(b) You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment – for those errors see Paragraph 00 below) when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your account. Paragraph 2 describes when

and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.

- (c) Subject to Paragraph 5.11 below – Cut off Times Billers who participate in the BPAY Scheme (defined in Paragraph 0) have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
 - (i) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time on a Banking Business Day; or
 - (ii) on the next Banking Business Day, if you tell us to make a BPAY Payment after our Payment Cut-Off Time on a Banking Business Day, or on a non-Banking Business Day.
- (d) A delay may occur in processing a BPAY Payment where:
 - (i) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
 - (ii) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day;
 - (iii) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
 - (iv) a Biller fails to comply with its obligations under the BPAY Scheme.
- (e) While it is expected that any delay in processing for any reason set out in Paragraph 00 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- (f) You must tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

5.2 Liability

EFT Code / ePayments Code

- (a) If you are liable for an unauthorised or fraudulent payment made on or after 1st April 2002, or as a result of a BPAY View (as defined in Paragraph 00) billing error and the Electronic Funds Transfer Code of Conduct (EFT Code) or the ePayments Code applies, your liability is limited to the lesser of:
 - (i) the amount of the unauthorised or fraudulent payment; and
 - (ii) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service.

If (ii) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

Mistaken payments, unauthorised transactions and fraud

- (b) We will attempt to ensure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must promptly tell us if:

- (i) you become aware of any delays or mistakes in processing your BPAY Payments;
- (ii) you did not authorise a BPAY Payment that has been made from your account; or
- (iii) you think you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described above. However except as set out in this Paragraph 0 and Paragraph 5.14, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

- (c) If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

- (d) If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment if:
 - (i) we cannot recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it; and
 - (ii) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must pay us the amount of that payment that we are not able to recover.

Fraudulent payments

- (e) If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, that person should refund you the amount of the fraud-induced payment. However if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

Resolution principles

- (f) If a BPAY Payment you have made falls within the type described in Paragraph 00, and also Paragraph 00 or 00, we will apply the principles stated in Paragraph 00.

If a BPAY Payment you have made falls within both the types described in Paragraphs 00 and 00, we will apply the principles stated in Paragraph 00.

No “chargebacks”

- (g) Except where a BPAY Payment is a mistaken payment referred to in Paragraph 00, an unauthorised payment referred to in Paragraph 00, or a fraudulent payment referred to in Paragraph 00, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Even where your BPAY Payment has been made using a credit card account or a charge card account, no “chargeback” rights will be available under BPAY Scheme rules.

Indemnity

- (h) You agree to indemnify and keep indemnified us against any losses, damage, costs, charges, expenses (including legal fees), other liabilities, obligations and consequences we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you acted negligently or fraudulently in connection with this Paragraph 0.

Biller consent

- (i) If you tell us that a BPAY Payment made from your account is unauthorised, you must give us your written consent addressed to the Biller, who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such other information we reasonably require to investigate the BPAY Payment. If you fail to provide consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

BPAY View billing errors

- (j) For the purpose of this Paragraph 00, a BPAY View billing error means any of the following:
- (i) if you have successfully registered with BPAY View:
 - failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you have bill on time (other than because you failed to view an available bill on time);
 - giving a bill to the wrong person; or
 - giving a bill with incorrect details,
 - (ii) if your BPAY View deregistration has failed for any reason give you a bill if you have unsuccessfully attempted to deregister.
- (k) If a billing error occurs, you agree:
- (i) to take all reasonable steps to minimise your loss / damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and

- (ii) the party who caused the error is responsible for correcting it and paying all applicable charges and interest ordinarily payable to the Biller as a result of any late payment and as a result of the billing error.
- (l) You agree that you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using to participate in the BPAY View.

5.3 Batch Entry Payments

- (a) Subject to our agreement, you may make BPAY Payments by a Batch Entry payment method. A Batch Entry payment is only available to a payer making BPAY Payments on its own behalf or a payer that in the ordinary course of its business makes multiple BPAY Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers.
- (b) You can only make a Batch Entry payment with us by debiting [your relevant Account] held with us (as the case may be).
- (c) If you use a Batch Entry payment method you warrant to us that you make such a BPAY Payment:
 - (i) on your own account as payer and not for the benefit of any other person (including an individual, body corporate, firm, unincorporated association or an authority) or as a payer that in the ordinary course of its business makes multiple BPAY Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers; and
 - (ii) not to carry on a business of making payments through the BPAY Scheme using Batch Entry payment methods.
- (d) If you use a Batch Entry payment method you agree to notify us in writing of any non-compliance by you with a term of this Paragraph 0 in connection with making a Batch Entry payment as soon as practicable after you become aware of the non-compliance.
- (e) All other terms and conditions set out in this Paragraph 0 apply to Batch Entry payments.

5.4 BPAY Scheme

- (a) We are a member of the BPAY Scheme. The BPAY Scheme is:
 - (i) An electronic payments scheme through which you can ask us to make payments on your behalf to organisations (**Billers**) who tell you that you can make payments to them through the BPAY Scheme (**BPAY Payments**); and
 - (ii) A scheme through which you can receive or access bills or statements electronically (**BPAY View**) from participating billers nominated by you through an Electronic Platform and may choose to pay them electronically using internet banking or telephone banking or any other payment method accepted by the Biller.

We will tell you if we are no longer a member of the BPAY Scheme. For the purposes of the BPAY Scheme, we may also be a Biller and you may nominate us as a Biller for the purposes of your use of BPAY View.
- (b) When you tell us to make a BPAY Payment, you must give us the information specified in Paragraph 0 below. We will then debit your account with the amount of that BPAY Payment.

5.5 How to use the BPAY Scheme

- (a) You may make a BPAY Payment from any Current Account open with BNP Paribas and linked with Connexis.
- (b) You must comply with the terms set out in the Conditions, plus the relevant Product Schedule(s) and Operational Manuals applying to the account to which you request us to debit a BPAY Payment, to the extent such terms are not inconsistent with or expressly overridden by this Paragraph 0.
- (c) You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

5.6 Valid payment direction

Any Instruction to make a BPAY Payment must comply with the requirements set out in Clause 3 (Instructions) of the Conditions.

5.7 Information you must give us

To make a BPAY Payment, you must give us the following information:

- (a) BPAY Biller Code;
- (b) BPAY Customer Reference Number;
- (c) BPAY Payment amount; and
- (d) execution date.

You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give is inaccurate.

5.8 Payment queries

If you have a payment query and you would like us to investigate, you must contact us as soon as possible and provide details of the query. Depending on the nature of the query, we may carry out an investigation to further understand any issues and endeavour to understand those issues, and report our findings and proposed resolution (if applicable) back to you within 20 Banking Business Days.

If you dispute our findings and any proposed resolution, we will resolve the dispute in accordance with our internal policy requirements and applicable industry codes.

5.9 Change to terms

- (a) Terms set out in this Paragraph 0 can change in the circumstances set out in Paragraph 5.9(b) by giving you advance notice of the date the change takes effect and in accordance with applicable legislative requirements (if applicable).
- (b) The circumstances in which these terms may change include:
 - (i) to ensure compliance with any changes in the law;
 - (ii) to reflect changes in the operation of BPAY;
 - (iii) changes in our systems; and
 - (iv) a change in security requirements.

- (c) We will tell you about any changes in accordance with Clause 33 (Amendment) of the Conditions.
- (d) As a result of any changes we may make, or for any other reason, you may, at your option, choose no longer to use BPAY and/or may apply to deregister from BPAY View.

5.10 **Suspension**

We may suspend your right to participate in the BPAY Scheme at any time in the circumstances set out in Clauses 7.1 (Suspension and termination) and 32.7 of the Conditions.

5.11 **Cut-off times**

If you tell us to make a payment before our usual cut-off time as indicated in the relevant Operational Materials, it will in most cases be treated as having been made on the same day. However, the payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a payment as soon as they receive its details.

5.12 **When a Biller cannot process a payment**

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY Payment; and
- (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

5.13 **Account records**

You should check your account records carefully and promptly report to us as soon as you become aware any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

5.14 **Consequential damage**

This Paragraph 5.14 does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this Paragraph illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this Paragraph is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

5.15 **Privacy**

- (a) If you register to use the BPAY Scheme, you:
 - (i) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and
 - such of your transactional information as is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller.
- (b) You must notify us if any of your personal information changes. Further, you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in Paragraph 5.15(a) as necessary.
- (c) You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the Definitions Paragraph 10, or by referring to the procedures set out in the privacy policy of the relevant entity.
- (d) Our privacy policy, along with the privacy policies of BPAY Pty Ltd and Cardlink Services Limited contain information about how you may complain about a breach of the *Privacy Act 1988* (Cth), and the process by which your complaint will be handled.
- (e) If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.

6. **CODE OF BANKING PRACTICE AND ELECTRONIC FUNDS TRANSFER CODE OF CONDUCT**

Neither the Code of Banking Practice nor the Electronic Funds Transfer Code of Conduct applies to the Agreement, or to any transaction, Account or Product provided under or in connection with the Agreement.

7. **COMPLAINTS**

Should you have any complaints concerning the services provided by us or any other matters in relation to us, you may contact our complaints handling teams via the following emails:

- BNP Paribas: au.client.mgmt@au.bnpparibas.com
- BNP Paribas Securities Services: au.clientgovernance@au.bnpparibas.com

8. **NO DEPOSITOR PROTECTION**

8.1 We are required under the Banking Act to disclose to prospective depositors that the provisions in the Banking Act for the protection of depositors do not apply to foreign ADIs including BNP Paribas. For example, depositors with foreign ADIs do not receive the benefit of the following protections:

- (a) Deposits are not covered by the financial claims scheme and are not guaranteed by the Australian Government.
- (b) Deposits do not receive priority ahead of amounts owed to other creditors. This means that if a foreign ADI was unable to meet its obligations or otherwise is in financial difficulties and ceases to make payments, its depositors in Australia would not receive priority for repayment of their deposits from the foreign ADI's assets in Australia.

- (c) A foreign ADI is not required to hold assets in Australia to cover its deposit liabilities in Australia.

This means that if the foreign ADI was unable to meet its obligations or otherwise is in financial difficulty and ceases to make payments, it is uncertain whether depositors would be able to access the full amount of their deposit.

- 8.2 No deposits made with us are covered by the Financial Claims Scheme. Accordingly, any deposit you may have with us at any time will not be covered by the Financial Claims Scheme. Further information about the Financial Claims Scheme can be obtained from APRA. APRA's website may be accessed from www.apra.gov.au.

9. PRIVACY NOTIFICATION

- 9.1 The information provided to you in Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions and in this Paragraph 9 (*Privacy notification*) is given in accordance with the requirements of the Privacy Act and the National Privacy Principles under the Privacy Act.
- 9.2 An individual is entitled to request access to personal data about them which we hold. If possible, we will provide this requested information. However, we may deny access to information in certain circumstances in accordance with the Privacy Act and the National Privacy Principles under the Privacy Act. To request access to or a correction of personal data, or for any privacy related query or complaint, affected individuals can contact us on: +61 2 9619 6356.
- 9.3 For more information about our privacy policies, please contact your relationship manager.

PART B – DEFINITIONS AND INTERPRETATION

10. DEFINITIONS

"**ADI**" means an authorised deposit-taking institution as that term is used in the Banking Act.

"**APRA**" means the Australian Prudential Regulation Authority.

"**Banking Act**" means the Banking Act 1959 (Cth).

"**Banking Business Day**" means any day on which banks are open in Melbourne or Sydney and are able to effect settlement through the Reserve Bank of Australia.

"**Batch Entry**" means the method of making BPAY Payments to one or more Billers by compiling and transmitting a computer file to us containing a payer direction.

"**Biller**" has the definition set out at Paragraph 0.

"**BPAY Pty Ltd**" means BPAY Pty Ltd ABN 69 079 137 518.

"**BPAY Payments**" has the definition set out at Paragraph 0.

"**Cardlink Services Limited**" means the former name of BPAY Group Limited ABN 60 003 311 644.

"**Code of Banking Practice**" means the Code of Banking Practice issued by the Australian Bankers' Association.

"**Corporations Act**" means the Corporations Act 2001 (Cth).

"**Electronic Funds Transfer Code of Conduct**" means the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission.

"**Financial Claims Scheme**" means the Financial Claims Scheme established under the Banking Act (commonly referred to as the "Australian Government deposit guarantee").

"**GST Act**" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"**Payment Cut-Off Time**" means, with respect to a Banking Business Day, the time specified in Paragraph 5.11 for that day.

"**Privacy Act**" means the Privacy Act 1988 (Cth).

"**Revenue**" has the meaning given to it in Paragraph 4.2.

"**TFN**" means a Tax File Number.

11. **INTERPRETATION**

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule.