

Australia and New Zealand Banking Group Limited 07/08/2018 16.21  
A.B.N. 11 005 357 522

DOMESTIC TELEGRAPHIC TRANSFER RECEIPT

ANZ  
BRANCH : 012493 SH 50 STOCKLAND GLENDALE387 LAKE RD, GLENDALE, NSW  
Phone : 131314

APPLICANT: LUKE LETHBRIDGE

17 SABRE CLOSE  
FLETCHER

Postcode: 2288  
Phone : 0421454190

Currency and Amount: AUD 130,000.00

BENEFICIARY: MCINNES WILSON LAWYERS TRUST ACC

Account Number: 12480120

Bank: COMMONWEALTH BANK OF AUSTRALIA SYDNEY

240 QUEEN STREET  
BRISBANE, AUSTRALIA

Applicant's Message: 60 PENINSULA NOOSA  
LUKE LETHBRIDGE

Bank to Bank Message:

CORRESPONDENT:

TRN  
1009594662493

PAYMENT DETAILS:  
PAYMENT METHOD:

ACCOUNT: 012493309757984

CHARGES METHOD:

ACCOUNT: 012493309757984

TOTAL:

AUD	130,000.00	AUD	130,000.00
AUD	28.00		
AUD	130,028.00		

I/we authorise ANZ to debit the stated account with the total amount specified above.

STATEMENT Reference : 959466 E2AFB036  
TRANSACTION Identifier: 2018-08-07-15.57.09.354973

1. Use of a Correspondent
- 1.1 ANZ may, in certain circumstances, use a Correspondent to make the payment.
- 1.2 ANZ may receive a benefit from our Correspondent, the amount of which will depend on various factors.
2. Correspondent commissions, fees or other charges
- 2.1 A Correspondent may charge commissions, fees or other charges in making the payment to the beneficiary's account. These commissions, fees or other charges will either be deducted by the Correspondent from the funds paid to the beneficiary's account, or passed to ANZ. Where the deduction is made, the beneficiary will receive less than the payment amount specified in your instructions.
- 2.2 If the commissions, fees or other charges are passed to ANZ, then you will be required to reimburse ANZ for them.
- 2.3 At your request, ANZ will seek to obtain, within ten working days, details of commissions, fees and other charges for specified Correspondent(s) used by ANZ. You acknowledge that ANZ's ability to obtain such details is reliant on the co-operation of the specified Correspondent(s).
- 2.4 Delayed Payment
3. Funds transferred by ANZ should be available for payment to the beneficiary's account within forty-eight hours of ANZ accepting your instructions.
- 3.1 ANZ will not be liable for any costs losses or damages if a delayed payment occurs and ANZ acted in good faith on your instructions.
- 3.2 You agree that ANZ may decide in its discretion to delay your payment while ANZ seeks to confirm your instructions and the legitimacy of the payment, and/or your identity, to ANZ's satisfaction.
- 3.3 ANZ may contact you and may ask you to undertake further actions (such as an identification check). Without limitation to clause 6.1, 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.
- 3.4 Enquiries and stopping or cancelling a Payment
4. In some limited circumstances, ANZ may be able to stop or cancel a transfer of funds.
- 4.1 If you have purchased this product at an ANZ branch and you are an ANZ account holder, contact ANZ's International Customer Service line on 1800 681 683 (Outside Australia + 61 3 9277 2499) to request ANZ to stop or cancel a payment, or request an enquiry. If you are not an ANZ account holder, contact your nearest branch.
- 4.2

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Conditions of Purchase Continued

- 4.3 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.
- 4.4 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 stop or cancel a payment, which includes any loss as a result of ANZ agreeing to stop or exchange movement between and including the date of the original conversion of your funds and the date you are notified by ANZ of the return of the payment. ANZ will convert the value of the returned payment into Australian Dollars using ANZ's applicable prevailing rate on the day you are notified by ANZ of the return of the payment.
- 5.1 Instructions given by telephone to stop or cancel a payment Identification Information. You acknowledge that ANZ will rely on the Identification Information. You also acknowledge that making Identification Information 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.
- 6.1 Anti-Money Laundering and Sanctions
- 6.1.1 You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that the transaction:  
6.1.1.1 May breach any laws or regulations in Australia or in any other country;  
6.1.2 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; or  
6.1.3 May directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 6.2 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.
- 6.3 You agree that ANZ may disclose any information concerning you to:  
6.3.1 Any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and  
6.3.2 Any Correspondent ANZ uses to make payment for the purpose of compliance with any such law or regulation.
- 6.4 Unless you have disclosed to ANZ 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.

- 6.5 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.
7. ANZ's fees
- 7.1 ANZ's fees for this service are located on the Telegraphic Transfer receipt on page 1 of this document.
- 7.2 Other fees and charges may also apply in relation to this service, for example, making enquires or requesting a cancellation. Current fees are set out in ANZ Personal Banking General Fees and Charges Brochure (available at [www.anz.com](http://www.anz.com) or at your local ANZ branch).
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 and to comply with any applicable laws.
- 8.2 ANZ may disclose that information to the beneficiary's bank, a correspondent, SWIFT, or any relevant government authorities.
- 8.3 You may request access to your personal information by calling 13 33 50 or at any of ANZ's branches.
9. Code of Banking Practice
- 9.1 If you are an individual or a small business (as defined in the Code of Banking Practice), the Code of Banking Practice applies to this product.
- 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. Making a complaint
- 10.1 If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know.
- 10.2 For fastest possible resolution of your complaint call ANZ on 1800 805 154 (TTY 1300 366 255) or:  
10.2.1 Talk to staff at your local ANZ branch or business centre; or  
10.2.2 Send a letter to ANZ Customer Response Centre via  
10.2.2.1 Mail: Locked Bag 4050, South Melbourne VIC 3205  
10.2.2.2 Email: [YourFeedback@anz.com](mailto:YourFeedback@anz.com)  
10.2.2.3 Fax: 1800 269 030
- 10.3 Most often ANZ will be able to solve the problem on the spot. If it can't be resolved promptly, our specialist complaints team, the ANZ Customer Response Centre, will take

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Conditions of Purchase Continued

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.

10.4 ANZ Customer Advocate

10.4.1 If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free, independent review of more difficult complaints to help achieve a prompt solution.

10.4.2 Contact Details:

ANZ Customer Advocate  
Level 13/100 Queen Street  
Melbourne VIC 3000  
Tel: +61 3 9273 6523

Email: customeradvocate@anz.com

10.5 Financial Services Dispute Resolution Schemes

10.5.1 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.

10.5.2 General Banking Products - including Overseas Drafts

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

Fax: +61 3 9613 6399

Internet: <http://www.fos.org.au>

11. Glossary

11.1 Within this document, the following words have the following meanings:

11.1.1 You: The person/s or entities named as the Applicant in the document. If there is more than one applicant, 'you' means all of them together and each of them individually.

11.1.2 Correspondent: Another bank or agency chosen by ANZ to convey the funds directly or indirectly to the beneficiary's bank and includes any intermediary correspondent.

11.1.3 Delayed Payment: A transfer of funds, for reasons outside ANZ's control, which occurs more than forty eight hours after ANZ accepted your instructions.

11.1.4 Identification Information: The information ANZ requires you to provide when you are giving instructions by telephone. It will include either a security code or the balance of the ANZ account from which the funds are to be withdrawn for the telegraphic transfer and your address.

11.1.5 SWIFT: The Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T) that supplies standardised and secure messaging services and interface software to the financial industry worldwide.

12. Agreement and Authorisation

12.1 By signing this Application for Telegraphic Transfer you acknowledge and agree that;

12.1.1 you have read and understood these terms and conditions and agree to be bound by them, and that you have had an opportunity to read the ANZ Personal Banking General Fees and Charges brochure.

12.1.2 you warrant and confirm that all particulars you have provided to ANZ in connection with this application are true and correct;

12.1.3 in order to complete a telegraphic transfer request, it will be necessary for ANZ to transfer certain personal information including

12.1.4 your name and address to a recipient outside of Australia. You consent to such transfer. You authorise ANZ to debit your account nominated in the 'Payment From' or 'Charges From' sections in this document, with the total payment, commission (if any), other fees, costs and duties specified in these conditions.

12.1.5 You confirm that the amount to be transmitted : AUD 130,000.00



Applicant:  
LUKE LETHBRIDGE

Authorised/Agents Signature  
Date: 07 AUGUST 2018

STATEMENT Reference : 959466 E2AFB036  
TRANSACTION Identifier: 2018-08-07-15.57.09.354973