



Information Memorandum

28 April 2023

Medium Term Note Programme

Heritage and People's Choice Limited trading as 'Heritage Bank' and 'People's Choice Credit Union' (ACN 087 651 125) as Issuer

ARRANGER AND DEALER

National Australia Bank Limited (ACN 004 044 937)

This page has been intentionally left blank.

Contents

Contents	i
Important Notice	1
Summary of the Programme	9
Corporate Profile	20
Conditions of the Notes	21
Taxation	70
Form of Pricing Supplement	75
Selling and Transfer Restrictions	82

Important Notice

Introduction

This Information Memorandum relates to the medium term note programme (the **Programme**) established by Heritage and People's Choice Limited, trading as 'Heritage Bank' and 'People's Choice Credit Union' (ACN 087 651 125) (the **Issuer**) for the issue from time to time of unsubordinated or subordinated medium term notes (**Notes**).

Terms used in this Information Memorandum but not otherwise defined have the meaning given to them in the Conditions (as defined below).

Responsibility for Information

The Issuer has authorised the issue of this Information Memorandum and accepts responsibility for it (other than information relating to the names, addresses and other details of Relevant Parties (as defined below) in the Directory).

Other than confirming that their respective names, addresses, Australian Business Numbers (ABN) and Australian financial services licence numbers (**AFSL**) and other details in this Information Memorandum in the Directory are correct as at the Preparation Date (as defined below), none of the Arranger and the Agents (each as defined in the section entitled 'Summary of the Programme' below), nor any Dealer appointed to the Programme or in respect of a particular issue of Notes (nor any director, employee, agent, adviser or affiliate of any such an Agent, Arranger or Dealer) (together the **Relevant Parties**) has been involved in the preparation of this Information Memorandum or makes any representation or warranty, express or implied, about and assumes no responsibility for the correctness or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in this Information Memorandum or in any previous, accompanying or subsequent material or presentation with respect to the Programme or any Notes.

Each Relevant Party accordingly disclaims all and any liability whether arising in tort, contract or otherwise which it might otherwise have in respect of this Information Memorandum, such information incorporated by reference or any such statement. Relevant Parties and advisers named in this Information Memorandum have acted pursuant to the terms of their respective engagements, have not authorised or caused the issue of, and take no responsibility for, this Information Memorandum and do not make, and should not be taken to have verified, any statement or information in this Information Memorandum (other than in respect of their name, address and other details in the Directory in this Information Memorandum).

In the ordinary course of their activities, each of the Relevant Parties may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, including (without limitation) in debt or equity securities, loans, financing arrangements, or other financial accommodation, financial products or services, in connection with, or which rely on the performance of obligations by, interests associated with the Relevant Parties.

Priority of liabilities and other amounts

The Issuer is an "authorised deposit-taking institution" (**ADI**) which is authorised under the Banking Act 1959 of Australia (**Banking Act**) and is supervised by the Australian Prudential Regulation Authority (**APRA**).

Certain debts of an ADI will be preferred by law. The applicable laws include (but are not limited to) sections 13A and 16 of the Banking Act and section 86 of the Reserve Bank Act 1959 of Australia (**Reserve Bank Act**). These provisions provide that in the event that an ADI becomes unable to meet its

obligations or suspends payment, its assets in Australia are to be available to meet its liabilities to, among others, APRA, the Reserve Bank of Australia (**RBA**) and holders of "protected accounts", in priority to all other liabilities, including the Notes. Changes to applicable law may extend the debts required to be preferred by law.

As at the Preparation Date, the Notes are not "protected accounts" (as defined in the Banking Act), deposits or deposit liabilities of the Issuer and an investment in Notes will not be covered by the depositor protection provisions in section 13A of the Banking Act and will not be covered by the Australian Government's bank deposit guarantee.

No Offer and Confidentiality

This Information Memorandum does not, and is not intended to, constitute and may not be used as an offer or invitation by or on behalf of the Issuer (or any of their respective affiliates) or any Relevant Party to any person to subscribe for, purchase or otherwise deal in any Notes.

This Information Memorandum has been prepared for distribution on a confidential basis to prospective investors. Its contents may not be reproduced or used in whole or in part for any purpose other than the Programme.

Conditions of Issue

Notes will be issued in series (**Series**). Each Series may comprise of one or more tranches (each a **Tranche**) having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price and the first payment of interest).

Each issue of Notes will be made pursuant to such documentation as the Issuer may determine.

The terms and conditions (**Conditions**) applicable to the Notes are included in this Information Memorandum. In the case of an issue of a Tranche or Series of Notes, a pricing supplement (**Pricing Supplement**) will be issued, which shall supplement, amend, modify or replace the Conditions applicable to the Notes of the relevant Tranche or Series. A pro forma Pricing Supplement is set out in this Information Memorandum.

Notes may be issued as Senior Notes or as Subordinated Notes of the Issuer, as specified in the relevant Pricing Supplement.

The Issuer may also publish a supplement to this Information Memorandum (or additional Information Memoranda) which describes the issue of Notes (or particular classes of Notes) not otherwise described in this Information Memorandum. A Pricing Supplement or a supplement to this Information Memorandum may also supplement, amend, modify or replace any information set out in, or incorporated by reference into, a Pricing Supplement or this Information Memorandum.

Investors to obtain Independent Advice

This Information Memorandum contains only summary information with respect to the Notes, Issuer and the Group. Neither the information contained in this Information Memorandum nor any other information supplied in connection with the Programme or any Notes is intended to provide the basis of any credit or other evaluation and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by the Issuer or any Relevant Party that any recipient of this Information Memorandum or any other information supplied in connection with the Programme or any Notes should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Notes or any rights in respect of any Notes should:

- (a) make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer;
- (b) determine for themselves the relevance of the information contained in this Information Memorandum and any other information supplied in connection with the Programme or the issue of any Notes, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary;
- (c) consult their own tax advisers concerning the application of any tax laws applicable to their particular situation; and
- (d) undertake their own independent investigation of the appropriateness of Notes for them, taking into account their financial and taxation circumstances, investment objectives and particular needs and take all appropriate advice from qualified professional persons as they deem necessary.

No advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with an investment in any Notes or rights in respect of them and each investor is advised to consult its own professional adviser.

None of the Relevant Parties undertakes to review the financial condition or affairs of the Issuer at any time or to inform any holder of Notes (each a **Noteholder**) or potential investor in Notes of information about the Issuer coming to its attention.

No advice or duty disclaimer

None of the Relevant Parties nor their related bodies corporate, and/or their directors, officers, employees or clients act as the adviser of or owe any fiduciary or other duties to any recipient of this Information Memorandum in connection with the Notes and/or any related transaction (including, without limitation, in respect of the preparation and due execution of the transaction documents and the power, capacity or authorisation of any other party to enter into and execute the transaction documents). No reliance may be placed on the Arranger or any Dealer for financial, legal, taxation, accounting or investment advice or recommendations of any sort.

Risks

Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes describes the risks of an investment in any Notes.

Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

To the extent that any forward looking statements are made in this Information Memorandum, those statements reflect the views of the Issuer as at the Preparation Date. Such statements involve known and unknown risks, uncertainties, assumptions and other important factors that could cause the actual results, performance or achievements of the Issuer to differ materially from the results, performance or achievements expressed, implied or projected in this Information Memorandum.

Neither the Issuer nor any of its officers or any other party associated with the preparation of this Information Memorandum make any representation or warranty (either express or implied) as to the accuracy or likelihood of any forward looking statement or any events or results expressed or implied in any forward looking statement. Neither the Issuer nor any of its officers or any other party associated with the preparation of this Information Memorandum guarantee that any specific objective of the Issuer will be achieved.

Documents Incorporated by Reference

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum.

The following documents are incorporated by reference in and form part of this Information Memorandum (the ***Incorporated Documents***):

- (a) all amendments and supplements to this Information Memorandum prepared and circulated by the Issuer from time to time;
- (b) the most recently published audited consolidated annual accounts (if any) of the Issuer from time to time;
- (c) the most recently published unaudited consolidated half year accounts (if any) of the Issuer from time to time;
- (d) each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- (e) all documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Any statement contained in this Information Memorandum shall be modified or superseded to the extent that a statement contained in any document subsequently incorporated by reference into this Information Memorandum modifies or supersedes such statement (including whether expressly or by implication). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Except as provided above, no other information, including any information on the internet sites of any Related Body Corporate or in any document incorporated by reference in any of the Incorporated Documents, is incorporated by reference into this Information Memorandum.

Copies of the Incorporated Documents may be obtained during normal business hours from the offices of the Issuer (as specified in the Directory) or such other person specified in a Pricing Supplement.

Investors should review, among other things, the Incorporated Documents when deciding whether or not to purchase, or otherwise deal in any Notes or rights in respect of any Notes.

Currency of Information

The information in this Information Memorandum is correct and complete as at the Preparation Date.

The delivery and distribution of this Information Memorandum or any offer or issue of Notes in connection with this Information Memorandum after the Preparation Date does not imply nor should it be relied upon as a representation or warranty that there has been no change since the Preparation Date in the affairs or financial condition of the Issuer or any other person or entity named or referred to in this Information Memorandum or that the information in this Information Memorandum is correct at any time after the Preparation Date.

The Issuer is not under any obligation to Noteholders to update this Information Memorandum at any time after the issue of Notes.

Preparation Date means:

- (a) in relation to any amendment or supplement to this Information Memorandum, the date indicated on the face of that amendment or supplement;

- (b) in relation to the audited consolidated annual accounts or the unaudited consolidated half year accounts incorporated by reference in this Information Memorandum, the period to which, or as of which, such accounts relate;
- (c) in relation to any other document issued by the Issuer and stated to be incorporated by reference in this Information Memorandum, the date indicated on its face as being its date of release or effectiveness; and
- (d) in relation to all other information contained in this Information Memorandum, the date set out on the cover page of this Information Memorandum, or, if the information has been amended or supplemented, the date indicated on the face of that amendment or supplement.

Authorised Material

Only information contained in this Information Memorandum or as otherwise authorised in writing by the Issuer may be relied on as having been authorised by or on behalf of the Issuer.

No person has been authorised to give any person information or make any representations, warranties or statements not contained in or consistent with this Information Memorandum in connection with the Issuer, the Programme or the issue or sale of the Notes and, if given or made, such information or representation, warranty or statement must not be relied on as having been authorised by the Issuer or any Relevant Party.

Restrictions on Circulation

The Notes have not been, and will not be, registered under the United States Securities Act of 1933 (**Securities Act**) and are subject to United States tax law requirements. The Notes are being offered, sold or delivered outside the United States by the Dealer (see the section headed 'Selling and Transfer Restrictions') in accordance with Regulation S under the Securities Act (**Regulation S**), and may not be offered, sold or delivered, directly, within the United States or to, or for the account or benefit of, U.S. persons (as defined in the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

The distribution of this Information Memorandum, including any Pricing Supplement, and the offer for subscription or purchase and invitations to subscribe for or buy Notes may be restricted by law in certain jurisdictions.

None of the Issuer or any Relevant Party represents that this Information Memorandum may be lawfully distributed, or that Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering.

In particular, no action has been taken by any of those Relevant Parties which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required.

Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealer have represented, or will represent, that all offers by them will be made in accordance with any applicable laws and regulations in force in the jurisdictions where such offers are made. Persons into whose possession this Information Memorandum or any Notes come must inform themselves about, and observe, any such restrictions.

Neither this Information Memorandum nor any other disclosure document in relation to the Notes has been, or will be, lodged with the Australian Securities and Investments Commission, ASX Limited or any other governmental body or agency.

This Information Memorandum is not, and does not purport to be, a document containing disclosure to investors for the purposes of Part 6D.2 or 7.9 of the *Corporations Act 2001* (Cth) (the **Corporations Act**).

In respect of offers or invitations received in Australia, Notes may only be issued or sold if the consideration payable by the relevant purchaser is a minimum of A\$500,000 or its foreign currency equivalent (disregarding amounts, if any, lent by the Issuer or other person offering Notes or its associates (within the meaning of those expressions in Part 6D.2 of the Corporations Act)) unless the issue or sale is otherwise in circumstances such that by virtue of the Corporations Act no disclosure is required to be made under Parts 6D.2 or Part 7.9 of the Corporations Act.

MiFID II Product Governance / Target Market – The Pricing Supplement (as defined below) in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended or superseded, **MiFID II**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR Product Governance / Target Market – The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PRIIPs Regulation – Prohibition of Sales to EEA Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPs Regulation – Prohibition of Sales to UK Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made

available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the **UK Prospectus Regulation**). Consequently no key information document required by PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to any retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Singapore SFA Product Classification - In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A(1) of the SFA), that Notes to be issued under the Programme shall be "prescribed capital markets products" (as defined in the CMP Regulations 2018) and "Excluded Investment Products" (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products). A reference in this Information Memorandum to the SFA is to the SFA as at the date of this Information Memorandum. To the extent there are any applicable changes to the SFA, these will be addressed in each relevant Pricing Supplement.

For a description of certain restrictions on offers, sales and delivery of Notes and a distribution of this Information Memorandum, Pricing Supplement or other offering material relating to the Notes, see the section headed 'Selling and Transfer Restrictions'.

Stabilisation

Stabilisation activities are not permitted in Australia in circumstances where such action could reasonably be expected to affect the price of notes or other securities traded in Australia or on a financial market (as defined in the Corporations Act) operated in Australia.

Agency and distribution arrangements

The Issuer has agreed to pay fees for the Agents for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the Programme and the offer and sale of Notes.

The Issuer may also pay the Arranger and / or each respective Dealer a fee in respect of the Notes subscribed by it. The Issuer may agree to reimburse the Arranger and / or the Dealer for certain expenses incurred in connection with this Programme and may also indemnify the Arranger and / or Dealer against certain liabilities in connection with the offer and sale of Notes.

The Arranger and Dealer and its respective affiliates (the **Dealer Group**) are involved in a wide range of financial services and businesses including securities trading and brokerage activities and providing commercial and investment banking, investment management, corporate finance, credit and derivative, trading and research products and services, out of which conflicting interests or duties may arise. In the ordinary course of these activities, the Dealer Group may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of investors or any other party that may be involved in the issue of Notes or the Programme.

The Issuer and the Relevant Parties may have pecuniary or other interests in the Notes and may also have interests pursuant to other arrangements and may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

Credit ratings

Credit ratings referred to in this Information Memorandum or in a Pricing Supplement should not be taken as recommendations by a rating agency to buy, sell or hold Notes. They may be revised, suspended or withdrawn at any time by the relevant rating agency.

Credit ratings are for distribution only to a person:

- (a) who is not a 'retail client' within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act; and
- (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located.

Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

Currencies

In this Information Memorandum references to 'A\$' or 'Australian dollars' are to the lawful currency of the Commonwealth of Australia.

Summary of the Programme

The following does not purport to be complete and is a brief summary only. It is qualified by, and should be read in conjunction with, the rest of this Information Memorandum and, in relation to any Notes, in conjunction with the relevant Pricing Supplement and the applicable Conditions of the Notes. Capitalised terms used in the summary are defined in Condition 1 (*Interpretation*) of the Conditions.

Each Pricing Supplement will provide particular information relating to a relevant Tranche or Series of Notes to be issued. A reference to a 'Pricing Supplement' does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to a particular Tranche or Series of Notes.

Issuer:	Heritage and People's Choice Limited (ACN 087 651 125)
Programme:	<p>A non-underwritten medium term note programme (Programme) under which, subject to applicable laws and directives, the Issuer may elect from time to time to issue medium term notes (collectively referred to as Notes) in registered uncertificated form.</p> <p>Notes may be issued as Senior Notes or Subordinated Notes of the Issuer, as specified in the relevant Pricing Supplement.</p> <p>Subject to all applicable laws and directives, the Issuer may issue Notes in any country including Australia and countries in Europe and Asia but not in the United States of America unless an exemption from the registration requirements of the US Securities Act is available.</p>
Arranger:	National Australia Bank Limited (ACN 004 044 937)
Dealer:	<p>National Australia Bank Limited (ACN 004 044 937)</p> <p>Additional Dealers may be appointed by the Issuer from time to time under the Programme generally, or as a Dealer for a particular issue of Notes only.</p>
Registrar and Issuing and Paying Agent:	Austraclear Services Limited (ABN 28 003 284 419) and/or any other person appointed by the Issuer to perform registry functions and to establish and maintain a Register (as defined below) in Australia on the Issuer's behalf in respect of a Tranche or Series from time to time as specified in the relevant Pricing Supplement or as notified in accordance with the Conditions.
Calculation Agents:	If a calculation agent is required for the purpose of calculating any amount or making any determination under a Note (each a Calculation Agent), such appointment will be notified in the relevant Pricing Supplement. The Issuer may terminate the appointment of a Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed, the calculation of interest, principal and other payments in respect of the relevant Notes will be made by the Issuer.
Agents:	Each Registrar and Issuing and Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Series or Tranche of Notes (details of such appointment may be set out in the relevant Pricing Supplement).
Programme Term:	The Programme continues until terminated by the Issuer giving prior notice to the Arranger and the Dealer pursuant to the Dealer Agreement between, among others, the Issuer and the Arranger dated 27 April 2021, or earlier by agreement between all parties to the Dealer Agreement.

<p>Method of Issue:</p>	<p>At the discretion of the Issuer, Notes may be issued by any of the following methods:</p> <ul style="list-style-type: none"> (a) non-private placement; (b) private placement; (c) competitive tender; or (d) unsolicited bids. <p>The Notes will be issued in series (each a Series) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), on the basis that the Notes of each Series being intended to be interchangeable with all other Notes of the Series.</p> <p>Each Series may be issued in tranches (each a Tranche) on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the Pricing Supplement.</p> <p>A Pricing Supplement will be prepared in respect of each Tranche of Notes which will provide particular information relating to that Tranche of Notes to be issued as part of the Series.</p> <p>The form of the Pricing Supplement is set out in this Information Memorandum.</p>
<p>Status and Ranking of Notes:</p>	<p>Senior Notes</p> <p>The Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will at all times rank pari passu and rateably in right of payment and without preference among themselves and at least equally with all other unsubordinated and unsecured obligations of the Issuer other than any obligations mandatorily preferred by law from time to time outstanding (including, but not limited to, amounts given priority under the Banking Act and Reserve Bank Act).</p> <p>Subordinated Notes</p> <p>The Issuer intends that Subordinated Notes constitute Tier 2 capital as described in APRA's prudential standards and be able to absorb losses at the point of non-viability.</p> <p>The Subordinated Notes constitute direct, unsecured, subordinated obligations of the Issuer, and unless otherwise specified in the Pricing Supplement, rank:</p> <ul style="list-style-type: none"> (a) equally among themselves; (b) behind all claims of Senior Creditors; (c) equally with creditors whose claims against the Issuer rank or are expressed to rank equally with the Subordinated Noteholders' claims for amounts owing by the Issuer in connection with the Subordinated Notes (including claims in respect of Equal Ranking Investments); and (d) ahead of all claims expressed to rank behind the Subordinated Noteholders' claims for amounts owing by the Issuer in connection with the Subordinated Notes (including claims in respect of Junior Ranking Instruments).

In the event of a winding-up of the Issuer, and assuming Subordinated Notes have not been Written-Off on account of a Non-Viability Trigger Event or redeemed, Subordinated Noteholders will be entitled to claim for an amount equal to the principal amount of the Subordinated Notes then outstanding, together with all accrued and unpaid interest thereon. The claim for this amount will be subordinated in right of payment to all Senior Creditors as more fully set out in Condition 4.3 (*Status – Subordinated Notes*), Condition 4.4 (*Terms of Subordination*) and Condition 7.2 (*Subordination*). However, the claim of Subordinated Noteholders in a winding-up will be adversely affected if a Non-Viability Trigger Event occurs. If, following a Non-Viability Trigger Event, Subordinated Notes are Written-Off, all rights in relation to those Subordinated Notes will be terminated and Subordinated Noteholders will not have their capital or interest owing repaid.

In respect of Subordinated Notes, prior to any winding-up of the Issuer, the obligation of the Issuer to make payments (including of any principal, additional amounts and interest) on the Subordinated Notes will be conditional on the Issuer being Solvent at the time of, and immediately after, such payment by the Issuer. Any such failure to pay will not be considered an Event of Default for the purposes of the Subordinated Notes.

Priority of other liabilities and amounts under Banking Act and Reserve Bank Act

The Issuer is an ADI within the meaning of that term in the Banking Act. Section 13A(3) of the Banking Act provides that, in the event an ADI (such as the Issuer) becomes unable to meet its obligations or suspends payment, the ADI's assets in Australia are available to meet specified liabilities of the ADI in priority to all other liabilities of the ADI (including the Notes). These specified liabilities include certain obligations of the ADI to APRA in respect of amounts payable by APRA to holders of protected accounts, other liabilities of the ADI in Australia in relation to protected accounts, debts to the RBA and certain other debts to APRA.

Under section 16(2) of the Banking Act, certain other debts of the Issuer due to APRA shall have in a winding-up of the Issuer, subject to section 13A(3) of the Banking Act, priority over all other unsecured debts of the Issuer. Further, section 86 of the Reserve Bank Act provides that in a winding-up of the Issuer, debts due by the Issuer to the RBA shall, subject to section 13A(3) of the Banking Act, have priority over all other debts of the Issuer.

As at the Preparation Date, the Notes are not "protected accounts" (as defined in the Banking Act), deposits or deposit liabilities of the Issuer and do not benefit from a priority under the Banking Act and the Reserve Bank Act.

Types of Notes:

Notes may be issued with the following features as set out in the relevant Pricing Supplement:

- (a) Floating Rate Notes: Notes bearing a floating rate of interest payable at such rate and on such basis as agreed at the time of issue;
- (b) Fixed Rate Notes: Notes bearing a fixed rate of interest payable at such rate and on such basis as agreed at the time of issue; or
- (c) Other Notes: Notes bearing such repayment and other features as agreed at the time of issue.

<p>BBSW Rate fallback:</p>	<p>If a Temporary Disruption Trigger occurs with respect to the BBSW Rate, then, subject to APRA's prior written approval in the case of Subordinated Notes, the BBSW Rate will be replaced by (in the following order of application and precedence):</p> <ul style="list-style-type: none"> ▪ first, the Administrator Recommended Rate, being the rate formally recommended for use as the temporary replacement of the BBSW Rate by the Administrator of that rate; ▪ then, the Supervisor Recommended Rate, being the rate formally recommended for use as the temporary replacement of the BBSW Rate by the Supervisor of that rate; and ▪ lastly, the Final Fallback Rate, being the rate determined by the Calculation Agent as a commercially reasonable alternative to the BBSW Rate in accordance with Condition 3.9. <p>If a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate, then, subject to APRA's prior written approval in the case of Subordinated Notes, following the Permanent Fallback Effective Date, the BBSW Rate will be replaced by (in the following order of precedence):</p> <ul style="list-style-type: none"> ▪ first, the AONIA Rate (provided AONIA has not been subject to a Permanent Discontinuation Trigger); ▪ then, the RBA Recommended Rate, being the rate recommended as the replacement for AONIA by the Reserve Bank of Australia (provided the RBA Recommended Rate has not been subject to a Permanent Discontinuation Trigger); and ▪ lastly, the Final Fallback Rate. <p>If a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate, fallback provisions will apply to the applicable new reference rate in the subsequent event of a Temporary Disruption Trigger or Permanent Discontinuation Trigger with respect to that rate in accordance with Condition 3.9.</p>
<p>Form:</p>	<p>Notes will be issued in registered uncertificated form and will be debt obligations of the Issuer which are constituted by, and owing under, a note deed poll made by the Issuer on 27 April 2021 (Note Deed Poll), or such other deed or deed poll made by the Issuer as is specified in the relevant Pricing Supplement. Notes will take the form of entries in a register (Register) maintained by a Registrar.</p>
<p>Currency:</p>	<p>Subject to any applicable legal or regulatory restrictions, Notes may be issued in Australian dollars and any other freely available and freely transferable currency that is agreed between the Issuer and the relevant Dealers in respect of the issuance of Notes and as may be specified in the relevant Pricing Supplement.</p>
<p>Tenor:</p>	<p>Subject to all applicable laws and directives, Notes may have any tenor as may be specified in the relevant Pricing Supplement or as may be agreed between the Issuer and the relevant Dealer.</p>
<p>Title:</p>	<p>Entry of the name of a person in the Register in respect of a Note constitutes the obtaining or passing of title to the Note and is conclusive evidence that the person whose name is so entered is the registered holder of the Note.</p> <p>The Issuer will procure that the Registrar must correct any manifest or proven error of which it becomes aware.</p>

	<p>Notes which are lodged in the Austraclear System will be registered in the name of Austraclear. If a Note is lodged in the Austraclear System and registered in the name of Austraclear, neither the Issuer nor the Registrar will recognise any interest in those Notes other than the interest of Austraclear as the Noteholder. Interests in Notes which are held in a clearing system will be determined in accordance with the rules and regulations of the relevant clearing system.</p> <p>No certificate or other evidence of title will be issued to holders of Notes issued in Australia unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law or regulation.</p>
Denominations:	<p>Unless otherwise specified in the Pricing Supplement, Notes will be issued in denominations of A\$10,000.</p> <p>In respect of offers or invitations received in Australia, Notes may only be issued if:</p> <p>(a) the consideration payable to the Issuer by the relevant offeree or invitee is a minimum of A\$500,000 or its foreign currency equivalent (disregarding amounts, if any, lent by the Issuer or other person making the offer or invitation or its associates (within the meaning of those expressions in Part 6D.2 or 7.9 of the Corporations Act)) unless the issue is such that no disclosure is required to be made under Part 6D.2 or 7.9 of that Act; and</p> <p>(b) the offer or invitation does not constitute an offer or invitation to a 'retail client' as defined for the purposes of section 761G and 761GA of the Corporations Act.</p> <p>Please see section of this Information Memorandum headed 'Selling and Transfers Restrictions'.</p>
Events of Default for Senior Notes:	<p>The Events of Default applicable to the Senior Notes will be as set out in Condition 11.1 (<i>Events of Default – Senior Notes</i>), or as otherwise stated in the relevant Pricing Supplement.</p>
Consequences of an Event of Default for Senior Notes:	<p>Condition 11.2 (<i>Consequences of Event of Default – Senior Notes</i>) sets out what action may be taken by a Senior Noteholder if an Event of Default occurs and is subsisting with respect to any Series of Senior Notes.</p>
Events of Default for Subordinated Notes:	<p>The Events of Default applicable to the Subordinated Notes will be as set out in Condition 11.3 (<i>Event of Default – Subordinated Notes</i>), or as otherwise stated in the relevant Pricing Supplement.</p>
Consequences of an Event of Default for Subordinated Notes:	<p>Condition 11.4 (<i>Consequences of Event of Default – Subordinated Notes</i>) sets out what action may be taken by a Subordinated Noteholder if an Event of Default occurs and is subsisting with respect to any Series of Subordinated Notes. This extends to taking proceedings in a court for the Winding Up of the Issuer.</p>
Use of proceeds:	<p>The net proceeds realised from the issue of Notes will be used for general corporate purposes.</p>
Clearing Systems:	<p>The Issuer may apply to Austraclear for approval for Notes to be traded on the Austraclear System. Upon approval by Austraclear, the Notes will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System.</p>

	<p>Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Notes.</p> <p>The rights of a holder of interests in Notes held through the Austraclear System are subject to the rules and regulations of Austraclear.</p> <p>On admission to the Austraclear System, interests in the Notes may be held for the benefit of the system operated by Euroclear Bank SA/NV (<i>Euroclear</i>) or the system operated by Clearstream Banking S.A. (<i>Clearstream, Luxembourg</i>). In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of JP Morgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg.</p> <p>The rights of a holder of interests in Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg and their respective nominees and the rules and regulations of the Austraclear System.</p> <p>In addition, any transfer of interests in Notes which are held through Euroclear or Clearstream, Luxembourg will to the extent such transfer will be recorded in the Austraclear System and is in respect of offers or invitations received in Australia be subject to the Corporations Act and the other requirements set out in the Notes.</p>
<p>Transfer Procedures:</p>	<p>There are certain restrictions on the transfer of Notes, as specified in Condition 5 (<i>Transfers</i>).</p> <p>Notes held in a clearing system may only be transferred in accordance with the rules and regulations of the relevant clearing system.</p> <p>Notes may only be transferred if:</p> <ul style="list-style-type: none"> (a) in the case of Notes to be transferred in, or into, Australia, the offer or invitation giving rise to the transfer: <ul style="list-style-type: none"> (i) is for an aggregate consideration payable to the Issuer by the relevant transferee is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates to the transferee) or the offer or invitation (including any resulting issue) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and (ii) does not constitute an offer to a 'retail client' as defined for the purposes of section 761G and 761GA of the Corporations Act; and (b) at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place.
<p>Payments:</p>	<p>Payments to persons who hold Notes through the Austraclear System or any other clearing system will be made in accordance with the rules and regulations of Austraclear or such other clearing system.</p> <p>If Notes are not lodged in Austraclear or any other clearing system, payments will be made to the account of the registered holder noted in the Register on the Record Date for the payment in accordance with Condition 8 (<i>Payments</i>).</p>

Issue Price:	Notes may be issued at any price on a fully or partly paid basis as specified in the relevant Pricing Supplement.
Redemption at maturity:	<p>Unless previously redeemed or purchased and cancelled by the Issuer (in accordance with the Conditions), each Note will be redeemed on its Maturity Date at the Outstanding Principal Amount or such other Redemption Amount as may be specified in or calculated or determined in accordance with the provisions of the relevant Pricing Supplement.</p> <p>To the extent that Notes are held in the Austraclear System or other clearing system, Notes will be redeemed at maturity in a manner consistent with the Regulations.</p>
Redemption prior to maturity:	<p>The relevant Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons, regulatory reasons or an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer(s). The terms of any such redemption, including notice periods, any relevant conditions to be satisfied and the relevant redemption dates and prices will be indicated in the relevant Pricing Supplement. Subordinated Notes will not have any Noteholder option to redeem.</p> <p>The relevant Pricing Supplement may provide that Notes may be redeemable in two or more instalments on such dates and in such manner as is indicated in the applicable Pricing Supplement.</p>
Redemption for Taxation Reasons:	The Issuer may redeem all (but not some) of the Notes of a Tranche if the issuer is required to pay Additional Amounts as a consequence of a change or announced prospective change in law (see Condition 6.5 (<i>Early redemption for tax reasons</i>)).
Redemption for Regulatory Reasons:	<p>The Issuer may redeem a Series of Subordinated Notes following the occurrence of a Regulatory Event, unless that Regulatory Event was expected or could reasonably have been anticipated by the Issuer on the Issue Date. In summary, a Regulatory Event occurs if:</p> <ul style="list-style-type: none"> (a) additional requirements would be imposed on the Issuer and its Subsidiaries taken as a whole in relation to the Subordinated Notes, which the Issuer determines in its sole discretion to be unacceptable; (b) there is a negative impact on the eligibility of the Subordinated Notes as Tier 2 Capital instruments, which the Issuer determines in its sole discretion to be unacceptable; or (c) all or some Subordinated Notes are not or will not be treated as Tier 2 Capital Instruments for the purposes of the prudential regulations of APRA.
Redemption of Subordinated Notes:	Any right to redeem or repurchase Subordinated Notes prior to the Maturity Date of such Subordinated Notes is subject to, among other things, the prior written consent of APRA. Subordinated Noteholders should not expect that APRA's approval will be given for any redemption or purchase of Subordinated Notes prior to the Maturity Date of such Notes.

<p>No set-off in relation to Subordinated Notes:</p>	<p>As set out in Conditions 4.4(f) and (g) (<i>Terms of Subordination</i>), neither the Issuer nor any Subordinated Noteholder will have a right to set-off any amounts owing between them in respect of the Subordinated Notes on any account.</p>
<p>Mandatory Write-Off:</p>	<p>It is a requirement under APRA's prudential standards that any subordinated debt, in order to be eligible for inclusion as regulatory capital, contain provisions for conversion or write-off in the event of non-viability.</p> <p>Subordinated Notes issued by the Issuer are subject to mandatory write-off if a Non-Viability Trigger Event occurs, as described below.</p>
<p>Non-Viability Trigger Event:</p>	<p>A Non-Viability Trigger Event occurs when APRA has provided a written determination (a Non-Viability Determination) to the Issuer that:</p> <ul style="list-style-type: none"> (a) the conversion or write-off of Relevant Capital Instruments of the Issuer is necessary because without the conversion or write-off APRA considers that the Issuer would become non-viable; or (b) without a public sector injection of capital, or equivalent support, APRA determines that the Issuer will become non-viable. <p>A Non-Viability Determination provided by APRA may specify:</p> <ul style="list-style-type: none"> (c) that all Relevant Capital Instruments then outstanding shall be converted or written-off (in such circumstances, the Non-Viability Amount shall be the aggregate face value of all Tier 1 or Tier 2 Capital Instruments capable of conversion or Write-Off (Relevant Capital Instruments) in respect of such Non-Viability Determination); or (d) that the Issuer must convert or write-off Relevant Capital Instruments having an aggregate face value determined by the Issuer to be at least sufficient to satisfy APRA that the Issuer would not become non-viable (the amount as so determined being the Non-Viability Amount in respect of such Non-Viability Determination). <p>On the date on which a Non-Viability Trigger Event occurs (the Write-Off Date), the Issuer must convert or write-off Relevant Capital Instruments (and, in the case of the Subordinated Notes, Write-Off the Subordinated Notes in accordance with Condition 7 (<i>Subordination and Write-Off of Subordinated Notes</i>), in accordance with the Non-Viability Determination.</p> <p>Where the Non-Viability Determination is issued, and the Non-Viability Amount as determined in accordance with such Non-Viability Determination is less than the aggregate nominal amount of Relevant Capital Instruments then outstanding:</p> <ul style="list-style-type: none"> (a) before Relevant Tier 2 Capital Instruments (including the Subordinated Notes) are converted or written-off, the Issuer must convert or write-off all Tier 1 Capital Instruments capable of conversion or Write-Off; (b) to the extent the Non-Viability Amount exceeds the aggregate nominal amount of Tier 1 Capital Instruments capable of conversion or Write-Off, the Issuer must convert or write-off Relevant Tier 2 Capital Instruments capable of conversion or Write-Off (and, in the case of Subordinated Notes, Write-Off

	<p>the Subordinated Notes in accordance with Condition 7 (Subordination and Write-Off of Subordinated Notes)), in an aggregate nominal amount equal to the amount of that excess; and</p> <p>(c) immediately on receipt of the Non-Viability Determination, and where required having determined the Non-Viability Amount, the Issuer must determine:</p> <ul style="list-style-type: none"> (i) the aggregate nominal amount of the Subordinated Notes that will be Written-Off in accordance with Condition 7.7 (<i>Write-Off of Subordinated Notes</i>); and (ii) the aggregate nominal amount of other Relevant Tier 2 Capital Instruments which will be converted or be written-off. <p>The prudential standards do not define non-viability and APRA has not provided any guidance on how it would determine non-viability. Non-viability could be expected to include a serious impairment of the Issuer's financial position. However, it is possible that APRA's view of non-viability may not be confined to solvency or capital measures and APRA's position on these matters may change over time. Non-viability may be significantly impacted by a number of factors, including factors which impact the liquidity business, operation and financial condition of the Issuer, such as systemic and non-systemic macro-economic, environmental and operational factors.</p> <p>A Non-Viability Trigger Event could occur at any time. It could occur on dates not previously contemplated by investors or which may be unfavourable in light of then prevailing market conditions or investors' individual circumstances or timing preferences.</p> <p>If a Non-Viability Trigger Event occurs, on the Write-Off Date, the rights of Subordinated Noteholders (including to payment of any principal or interest) in relation to the nominal amount of the Subordinated Notes are Written-Off.</p>
<p>Considerations in relation to Mandatory Write-Off:</p>	<p>Investors should consult with their own legal, tax and other professional investment advisors concerning the implications of investing in and holding Subordinated Notes which are subject to mandatory write-off in the event of a Non Viability Trigger Event. The considerations set out below may not be exhaustive.</p> <p>Investors should understand that if the Issuer is required to write-off Subordinated Notes, the rights of investors in relation to those Subordinated Notes (including all rights under the Subordinated Notes) will be written off and immediately and irrevocably terminated. In this situation, investors will lose some or all of the value of their investment in their Subordinated Notes and will not receive any compensation.</p> <p>Each Subordinated Noteholder will, by virtue of holding a Subordinated Note, irrevocably acknowledge and agree that:</p> <ul style="list-style-type: none"> (a) if a Write-Off of the Subordinated Notes is to occur in accordance with the Conditions: <ul style="list-style-type: none"> (i) there are no other conditions to a Non-Viability Trigger Event occurring as and when provided in Condition 7.3 (<i>Non-Viability Trigger Event</i>); (ii) Write-Off must occur immediately on the Non-Viability Trigger Event and that may result in disruption or failures in trading or dealings in

	<p>the Subordinated Notes or other loss to Subordinated Noteholders; and</p> <p>(iii) it will not have any rights to vote in respect of any Write-Off;</p> <p>(b) the Subordinated Noteholder has no right to request Write-Off of any Subordinated Notes or to determine whether (or in what circumstances) the Subordinated Notes are Written-Off;</p> <p>(c) none of the following shall prevent, impede or delay the Write-Off of the Subordinated Notes:</p> <p>(i) any failure to or delay in the conversion or write-off of Relevant Tier 1 Capital Instruments or other Relevant Tier 2 Capital Instruments; and</p> <p>(ii) any failure or delay in giving a Non-Viability Trigger Event Notice; and</p> <p>(d) Write-Off of the Subordinated Notes in accordance with Condition 7 (<i>Subordination and Write-Off of Subordinated Notes</i>) is a fundamental term of the Subordinated Notes and is not subject to any other conditions other than those expressly provided for in Condition 7 (<i>Subordination and Write-Off of Subordinated Notes</i>).</p>
Stamp duty:	<p>Any stamp duty incurred on the issue of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant investors.</p> <p>As at the date of this Information Memorandum, no stamp duty is payable in Australia on the issue of the Notes. However, investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the issue, transfer or redemption of Notes, or interests in Notes in any jurisdiction.</p>
Taxes:	<p>All payments are subject in all cases to applicable provisions of fiscal and other laws and regulations (Relevant Laws). If the Issuer or anyone making payment on its behalf is obliged by any Relevant Law to deduct or withhold any amount from a payment otherwise due to a Noteholder, it will do so. If the Issuer is obliged to make a deduction or withholding, then, subject to certain exceptions stipulated in the Conditions, it will pay the relevant Noteholder(s) an Additional Amount in respect of such deduction or withholding (as provided in Condition 9 (<i>Taxation</i>)).</p> <p>The relevant Notes are intended to be issued in a manner which complies with the exemption from Australian interest withholding tax in section 128F of the Australian Tax Act, unless otherwise specified in the Pricing Supplement.</p> <p>See pages 71 to 75 of this Information Memorandum for a more detailed summary of the key Australian tax consequences in respect of payments made under the Notes.</p> <p>Investors should obtain their own taxation advice regarding the taxation implications of investing in Notes.</p>
FATCA:	<p>If any payment to a Noteholder is subject to deduction or withholding, including as a result of any payment being made through an intermediary that is subject to withholding or deduction, required under or in connection with FATCA (as defined in the Conditions), the amount so withheld or deducted will be treated as paid under the Notes for all purposes and no Additional Amounts will be payable to that Noteholder with respect to such withholding or deduction.</p>

Listing:	<p>An application may be made for the Issuer to be admitted to the official list of, and/or Notes of a particular Series to be quoted on, the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (ASX) or on any other stock or securities exchange (in accordance with applicable laws, regulations and directives).</p> <p>Any Notes which are quoted on the ASX will not be transferred through, or registered on, the Clearing House Electronic Sub-Register System (CHES) operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be 'Approved Financial Products' for the purposes of that system. Interest in the Notes will instead be held in, and transferable through, the Austraclear System.</p> <p>The relevant Pricing Supplement in respect of the issue of any Tranche of Notes will specify whether or not such Notes will be quoted on any stock or securities exchange.</p>
Selling Restrictions:	<p>The offering, sale and delivery of the Notes and the distribution of this Information Memorandum and other material in relation to any of the Notes will be subject to such restrictions as may apply in any jurisdiction in connection with the offering and sale of a particular Tranche of Notes. See the section headed 'Selling and Transfer Restrictions' below.</p> <p>Additional selling restrictions applicable may be specified in a Pricing Supplement for any offer, sale or delivery of Notes in any other jurisdiction.</p>
Investors to obtain independent advice:	<p>This Information Memorandum does not describe the risks of an investment in any Notes. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.</p>
Rating:	<p>Notes may be rated, as specified in the relevant Pricing Supplement.</p> <p>A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.</p> <p>Credit ratings are for distribution only to a person (a) who is not a 'retail client' within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.</p>
Governing Law:	<p>The Note Deed Poll and the Notes will be governed by the laws of New South Wales, Australia.</p>

Corporate Profile

Introduction

Created through the merger of Heritage Bank and Australian Central Credit Union (trading as People's Choice Credit Union) on 1 March 2023, and with origins dating back to 1875, Heritage and People's Choice Ltd (**HPC**) is one of Australia's leading mutual banking institutions. HPC is an Authorised Deposit-taking Institution (**ADI**) regulated by the Australian Prudential Regulation Authority (**APRA**) and is subject to the same prudential standards as every Australian ADI.

HPC has dual head-offices located in Toowoomba, Queensland and Adelaide, South Australia, and national lending capabilities; with over 700,000 members serviced through digital banking, physical branches, advice centres, mortgage brokers and lending offices.

HPC's principal business activity is the provision of financial products and services to retail customers. The loans provided by HPC are primarily secured by residential property (home loans), accounting for over 90 per cent of the lending portfolio. HPC's mutuality means that its business focus is to maximise value for members through competitively priced products and superior levels of service.

HPC is predominately retail funded with over 80 per cent of total funding sourced from the retail market. HPC have an existing presence in wholesale funding markets consisting of short-term debt, a medium-term note programme issuing both senior unsecured and subordinated debt, and securitisation funding (issued under the 'HBS Trust' and 'Light Trust' programmes).

Further information regarding Heritage and People's Choice is set out in the documents which are deemed to be incorporated by reference in this Information Memorandum, and can be found at its websites www.heritage.com.au and www.peopleschoicecu.com.au.

Conditions of the Notes

The following are the Conditions of the Notes as amended, supplemented, modified or replaced in relation to any Notes by the relevant Pricing Supplement which will be applicable to a particular Tranche of Notes.

The Notes are constituted by the Note Deed Poll made by Heritage and People's Choice Limited (ACN 087 651 125) (the **Issuer**) on or about 27 April 2021 (the **Note Deed Poll**).

Each Noteholder, and each person claiming through or under each Noteholder, is bound by and is deemed to have notice of, all the provisions contained in the Note Deed Poll and the Pricing Supplement. Each such person is also deemed to have notice of the Information Memorandum.

Copies of these documents are available for inspection during usual business hours and on reasonable notice at the Specified Office of the Issuer.

1 Interpretation

1.1 Definitions

The following words have these meanings in these Conditions unless the contrary intention appears.

Additional Amounts has the meaning given in Condition 9.2(d).

Additional Tier 1 Capital means a share, note or other security or instrument constituting Additional Tier 1 Capital (as defined by APRA from time to time).

ADI means an authorised deposit-taking institution, meaning a body corporate authorised under section 9 of the *Banking Act 1959* (Cth), to carry on banking business in Australia.

Adjustment Spread means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) determined by the Calculation Agent:

- (a) as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using practices based on those used for the determination of the Bloomberg Adjustment Spread as at 1 December 2022, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or
- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable and, in the case of Subordinated Notes, subject to APRA's prior written approval) to be appropriate (and, where the prior approval of APRA is required, until such time as such approval is obtained, the Adjustment Spread shall be the last such spread calculated in accordance with paragraph (a) above).

Adjustment Spread Fixing Date means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate.

Administrator means:

- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);

- (b) in respect of AONIA, the Reserve Bank of Australia; and
- (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

and, in each case, any successor administrator or, as applicable, any successor administrator or provider.

Administrative Action means any judicial decision, official administrative pronouncement or action, published or private ruling, interpretative decision, regulatory procedure or policy, application or a regulatory procedure or policy and any notice or announcement (including any notice or announcement of intent to adopt or make any of those things).

Administrator Recommended Rate means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate.

Agency Agreement means:

- (a) the Agency and Registry Services Agreement dated 13 October 2020 between the Issuer and Austraclear Services Limited (ABN 28 003 284 419) as the Issuing Agent and Registrar; and
- (b) any other agreement between the Issuer and Agent for the agency and registry services for the Notes.

Agent means any Registrar, Issuing Agent and Calculation Agent and any additional agent appointed by the Issuer under any Agency Agreement in connection with any issue of Notes, or any of them as the context requires.

Alternate Financial Institution means a bank or financial institution which is an APRA authorised deposit taking institution that is authorised to carry on banking business in Australia pursuant to the *Banking Act 1959* (Cth).

AONIA means the Australian dollar interbank overnight cash rate (known as AONIA).

AONIA Observation Period means the period from (and including) the date falling five Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date falling five Business Days prior to end of such Interest Period (or the date falling five Business Days prior to such earlier date, if any, on which the Notes become due and payable or on which the Notes are converted in full or Written-off in full in accordance with these Conditions).

AONIA Rate means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Period and Interest Determination Date plus the Adjustment Spread.

Applicable Benchmark Rate means the Benchmark Rate specified in the relevant Pricing Supplement and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with Condition 3.9.

APRA means the Australian Prudential Regulation Authority (ABN 79 635 582 658) or any successor body responsible for prudential regulation of the Issuer.

ASX means the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691).

Austraclear means Austraclear Ltd (ABN 94 002 060 773) or its successor.

Austraclear Regulations means the regulations known as the 'Austraclear Regulations', together with any instructions or directions, established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System and binding on the participants in that system.

Austraclear System means the system operated by Austraclear in Australia for holding securities and the electronic recording and settling of transactions in those securities between participants of the system.

Australian Dollars or **A\$** means the lawful currency of the Commonwealth of Australia from time to time.

Authorised Officer means, in respect of the Issuer, any director or company secretary of that party, or pursuant to the power of attorney executed by Heritage and People's Choice Limited on the 28th of February 2023, the persons who hold an office or who are appointed to act in an office, including in an acting capacity, whose title includes "Chief Executive Officer", "Deputy Chief Executive Officer" or "Chief Officer", or any other person from time to time appointed by that party as an Authorised Officer.

BBSW Rate means, for an Interest Period, the rate for prime bank bill eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on 'the Refinitiv Screen ASX29 Page' or 'Bloomberg Screen BBSW Page' (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first Business Day of that Interest Period.

Benchmark Rate means, for an Interest Period, either the BBSW Rate or the AONIA Rate as specified in the relevant Pricing Supplement.

Bloomberg Adjustment Spread means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) (**BISL**) on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where Fallback Rate (AONIA) Screen means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL.

Business Day means a day on which:

- (a) banks are open for business in Sydney and any other city specified in the relevant Pricing Supplement as a 'Relevant Business Centre', not being a Saturday, Sunday or public holiday in any such place; and
- (b) if a payment is to be made through the Austraclear System, and/or any other clearing system specified in the relevant Pricing Supplement, a day on which Austraclear and/or such other clearing system is open for business.

Business Day Convention means, in respect of a Note, the convention specified in the relevant Pricing Supplement, for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The following terms, when used in conjunction with the term **Business Day Convention** and a date, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

- (a) if **following** is specified, that date will be the following Business Day;
- (b) if **floating** is specified, that date is postponed to the next following day which is a Business Day unless that day falls in the next calendar month, in which event:
 - (i) that date will be the preceding Business Day; and
 - (ii) each subsequent Interest Payment Date will be the last Business Day in the month which falls the number of months or other period specified as the Interest

Period in the relevant Pricing Supplement after the preceding Interest Payment Date occurred;

- (c) if **modified following** or **modified** is specified, that date will be the following Business Day unless that day falls in the next calendar month, in which case that date will be the preceding Business Day; and
- (d) if **preceding** is specified, that date will be the preceding Business Day.

If no convention is specified in the Pricing Supplement, the following Business Day Convention applies.

Calculation Agent means, in respect of a Note, the Issuing Agent or any person specified in the Pricing Supplement as the party responsible for calculating the Interest Rate and other amounts required to be calculated under these Conditions.

Call Option has the meaning given in Condition 6.3(a).

Call Option Notice has the meaning given in Condition 6.3(a).

Clean Up Condition has the meaning given in Condition 6.7(e).

Common Equity Tier 1 Capital means a share, note or other security or instrument constituting Common Equity Tier 1 Capital (as defined by APRA from time to time).

Compounded Daily AONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the AONIA Observation Period corresponding to such Interest Period (with AONIA as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the fifth Business Day prior to the last day of each Interest Period, as follows:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{AONIA_{i-5SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

AONIA_{i-5SBD} means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Business Day falling five Business Days prior to such Business Day “i”;

d is the number of calendar days in the relevant Interest Period;

d₀ is the number of Business Days in the relevant Interest Period;

i is a series of whole numbers from 1 to d₀, each representing the relevant Business Day in chronological order from (and including) the first Business Day in the relevant Interest Period to (and including) the last Business Day in such Interest Period;

n_i for any Business Day “i”, means the number of calendar days from (and including) such Business Day “i” up to (but excluding) the following Business Day; and

SBD means any day on which commercial banks are open for general business in Sydney.

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period.

Conditions means, in relation to a Note, these terms and conditions as amended, supplemented, modified or replaced by the Pricing Supplement applicable to such Note.

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

Day Count Basis means in respect of the calculation of an amount of interest on any Interest Bearing Note for any period of time (from and including the first day of such period to but excluding the last day of such period) (**Calculation Period**) the day count basis specified in the relevant Pricing Supplement and:

- (a) if **Actual/365** or **Actual/Actual** is specified, the actual number of days in the Calculation Period in respect of which payment is being made (being inclusive of the first day, but exclusive of the last day, of that Calculation Period) divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365); or
- (b) if **Actual/365 (Fixed)** is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365; or
- (c) if **30/360** or **Bond Basis** is specified, the number of days in the Calculation Period in respect of which payment is being made (being inclusive of the first day, but exclusive of the last day, of that Calculation Period) divided by 360; the number of days to be calculated as follows:

$$\text{Day Count Basis} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- 'Y₁' is the year, expressed as a number, in which the first day of the Calculation Period falls;
 - 'Y₂' is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
 - 'M₁' is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
 - 'M₂' is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
 - 'D₁' is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
 - 'D₂' is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30; or
- (d) if **RBA Bond Basis** is specified, one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of: (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)); or
 - (e) such other basis as may be specified in the relevant Pricing Supplement as being the applicable basis for the calculation of the amount of interest in respect of a Series of Notes.

Early Termination Amount means, in relation to a Note, the Outstanding Principal Amount or

other redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement.

Equal Ranking Instruments means instruments which satisfy the requirements set out in one of the following paragraphs:

- (a) any instruments, present and future, issued by the Issuer which:
 - (i) by their terms are, or are expressed to be, subordinated in a Winding Up to the claims of Senior Creditors;
 - (ii) qualify as Tier 2 Capital of the Issuer; and
 - (iii) in a Winding Up of the Issuer, rank or are expressed to rank prior to, and senior in right of payment to, instruments which constitute Additional Tier 1 Capital or Common Equity Tier 1 Capital of the Issuer; or
- (b) any other instruments, present and future, issued by the Issuer where the right to repayment ranks, or is expressed to rank, in a Winding Up of the Issuer equally with the claims of Subordinated Noteholders (irrespective of whether or not such instruments qualify as Tier 2 Capital of the Issuer).

Event of Default means, in relation to:

- (a) a Senior Note an event specified in Condition 11.1; and
- (b) a Subordinated Note an event specified in Condition 11.3.

Excluded Tax means a Tax imposed by a jurisdiction on the net income of a Noteholder because the Noteholder has a connection with that jurisdiction, but not a Tax:

- (a) calculated by reference to the gross amount of a payment under a Note Document (without the allowance of a deduction); or
- (b) imposed because the Noteholder is taken to be connected with that jurisdiction solely because it is party to a Note Document or a transaction contemplated by a Note Document.

Extraordinary Resolution has the meaning given to it in the Meeting Provisions.

Fallback Rate means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with Condition 3.9.

FATCA means:

- (a) sections 1471 to 1474 of the United States of America Internal Revenue Code of 1986 or any associated regulations;
- (b) any treaty, law, regulation or official guidance enacted in any jurisdiction other than the United States, or relating to an intergovernmental agreement between the government of the United States and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of paragraphs (a) or (b) of this definition with the Internal Revenue Service of the US, the government of the US or any Government Agency in any other jurisdiction.

Final Fallback Rate means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good

faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that

- (b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a) above, the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate.

Financial Statements means the consolidated financial statements of the Issuer, including the statement of profit and loss, statement of other comprehensive income, statement of financial position, statement of changes in equity, and statement of cash flows, together with any reports or notes including:

- (a) in respect of each financial year, the auditor's report; and
- (b) in respect of each half year, the auditor's review report,

in respect of its full financial year or its half year, as the case may be and as the context requires.

Fixed Rate Note means a Note that bears interest at a fixed rate, as specified in the relevant Pricing Supplement.

Floating Rate Note means a Note that bears interest at a floating or variable rate, as specified in the relevant Pricing Supplement.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any Stock Exchange.

Information Memorandum means, in respect of a Note, the information memorandum referred to in the relevant Pricing Supplement.

Insolvency Event means, in respect of any person, any of the following events:

- (a) it is taken to be insolvent or unable to pay its debts under any applicable legislation;
- (b) it suspends payments of its debts generally;
- (c) an administrator, receiver, controller, provisional liquidator, liquidator or analogous person is appointed in respect of the whole or a substantial part of its Assets;
- (d) a Winding Up occurs in respect of it;
- (e) distress is levied, or judgement is obtained or ordered, or a Security Interest is enforced or becomes enforceable, against any of its assets in aggregate exceeding A\$50,000,000 and this is not discharged or stayed within 20 Business Days; or

- (f) an event occurs which is analogous to the events listed in paragraphs (a) to (e) above or which has a similar effect.

Interest Accrual Date means, in relation to an Interest Bearing Note, the date specified in the Pricing Supplement as the date on and from which interest accrues on that Note.

Interest Amount means, in relation to an Interest Bearing Note and an Interest Period, the amount of interest payable in respect of the Interest Bearing Note for that Interest Period as determined under Condition 3.4.

Interest Bearing Note means a Fixed Rate Note, Floating Rate Note or any Other Note which is specified in the relevant Pricing Supplement as bearing interest.

Interest Determination Date means, in respect of an Interest Period:

- (a) where the BBSW Rate applies or the Final Fallback Rate applies under Conditions 3.9(a)(ii)(D)(3), 3.9(a)(ii)(E)(2), or 3.9(a)(ii)(F), the first day of that Interest Period; and
(b) otherwise, the fifth Business Day prior to the last day of that Interest Period,

subject in each case to adjustment in accordance with the applicable Business Day Convention.

Interest Payment Date means, in relation to an Interest Bearing Note, each date specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement as a date on which a payment of interest on that Note is due and as adjusted, if necessary, for the purpose of payment or for the calculation of interest for Floating Rate Notes, in accordance with the Business Day Convention.

Interest Period means, in relation to an Interest Bearing Note, the period from and including an Interest Payment Date (or, in the case of the first period, the Interest Accrual Date) to but excluding the next Interest Payment Date, provided that the final Interest Period shall end on (but exclude) the Maturity Date (or, if the Note is redeemed earlier, the date on which it is or is required to be redeemed).

Interest Rate means, in relation to an Interest Bearing Note, the rate of interest (expressed as a per cent per annum) payable in respect of the Interest Bearing Note specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement.

Issue Date means, in relation to a Note, the date recorded or to be recorded in the Register as the date on which the Note is issued.

Issue Price means, in relation to a Note, the issue price specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement for that Note, as specified or determined in accordance with, the relevant Pricing Supplement.

Issuer means Heritage and People's Choice Limited (ACN 087 651 125).

Issuing Agent means Austraclear Services Limited (ABN 28 003 284 419) in its capacity as issuing and paying agent or any other issuing and paying agent specified in the relevant Pricing Supplement or appointed by the Issuer from time to time in accordance with these Conditions.

Junior Ranking Instruments means instruments, present and future, issued by the Issuer which:

- (a) by their terms are, or are expressed to be, subordinated in a Winding Up of the Issuer to the claims of Subordinated Noteholders and Equal Ranking Instruments; and
(b) qualify as Additional Tier 1 Capital or Common Equity Tier 1 Capital of the Issuer as described in the prudential standards and guidelines of APRA.

Margin means the 'Margin' as specified or determined in accordance with the relevant Pricing

Supplement.

Maturity Date means, in relation to a Note, the date specified in the relevant Pricing Supplement as the Maturity Date or, in the case of an amortising Note, the date on which the last instalment of principal is payable (and as adjusted in accordance with the Business Day Convention).

Meeting Provisions means the provisions for the convening of meetings and passing of resolutions by Noteholders set out in the Schedule to these Conditions.

Non-Representative means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts.

Non-Viability Amount has the meaning given to it in Condition 7.4.

Non-Viability Determination has the meaning given to it in Condition 7.3.

Non-Viability Trigger Event has the meaning given to it in Condition 7.3.

Non-Viability Trigger Event Notice has the meaning given to it in Condition 7.6.

Note means a debt obligation specified in the Pricing Supplement and issued by the Issuer which is constituted by and owing under the Note Deed Poll, title to which is recorded in and evidenced by an inscription in the Register, and includes an interest or right in the Note.

Note Deed Poll means the note deed poll dated on or about 27 April 2021 made by the Issuer.

Note Documents means, in respect of a Series and a Tranche, the Note Deed Poll, the Agency Agreement and the relevant Pricing Supplement.

Noteholder means a person whose name is for the time being entered in the Register as a holder of a Note, and when a Note is entered into the Austraclear System it includes Austraclear. It includes, except in the case of a payment obligation, an investor with an interest or right in a Note through another person or intermediary.

Optional Call Date means, in respect of a redemption in accordance with Condition 6.3, the date specified for redemption in a notice issued in accordance with Condition 6.3.

Optional Put Date means each date (if any) specified as such in the Pricing Supplement.

Optional Redemption Amount (Call) means, in respect of a Note for which the relevant Pricing Supplement specifies the Call Option as being applicable, the amount so specified in the Pricing Supplement.

Optional Redemption Amount (Put) means, in respect of a Note for which the relevant Pricing Supplement specifies the Put Option as being applicable, the amount so specified in the Pricing Supplement.

Ordinary Resolution has the meaning given to it in the Meeting Provisions.

Other Note means a Note (other than a Fixed Rate Note or Floating Rate Note) having the features agreed at the time of issue and set out in the relevant Pricing Supplement.

Outstanding Principal Amount means, in relation to a Note, the principal amount outstanding on that Note from time to time.

Permanent Discontinuation Trigger means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Noteholder;
- (d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Notes of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Conditions to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis.

Permanent Fallback Effective Date means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of Permanent Discontinuation Trigger, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;
- (b) in the case of paragraphs (c) and (d) of the definition of Permanent Discontinuation Trigger, the date from which use of the Applicable Benchmark Rate is prohibited or

becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);

- (c) in the case of paragraph (e) of the definition of Permanent Discontinuation Trigger, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rates continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of Permanent Discontinuation Trigger, the date that event occurs.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Pricing Supplement means, in relation to any Notes of a Tranche or Series, the pricing supplement prepared in relation to those Notes and confirmed in writing by the Issuer.

Publication Time means:

- (a) in respect of the BBSW Rate, 12.00 noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology.

Put Option has the meaning given in Condition 6.4(a) (*Optional Early Redemption (Put)*).

Put Option Notice has the meaning given in Condition 6.4(b) (*Optional Early Redemption (Put)*).

RBA Recommended Fallback Rate has the same meaning given to AONIA Rate but with necessary adjustments to substitute all references to AONIA with corresponding references to the RBA Recommended Rate.

RBA Recommended Rate means, in respect of any relevant day (including any day "i"), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day.

Record Date means 5.00pm in the place where the Register is maintained on the date which is eight calendar days before the payment date or other relevant date, or any other date so specified in the relevant Pricing Supplement.

Redemption Amount means, in relation to a Note, the Outstanding Principal Amount as at the date of redemption or such other redemption amount as may be specified in or calculated or determined in accordance with the provisions of the relevant Pricing Supplement.

Register means a register of Noteholders maintained by the Registrar on behalf of the Issuer in which is entered the name and address of Noteholders whose Notes are carried on that Register, the amount of Notes held by each Noteholder and the Tranche, Series, Issue Date and transfer of those Notes and any other particulars which the Issuer sees fit.

Registrar means Austraclear Services Limited (ABN 28 003 284 419) in its capacity as registrar of the Notes or such other person appointed by the Issuer to establish and maintain the Register on the Issuer's behalf from time to time.

Regulations means the Austraclear Regulations, or the terms and conditions and operating

procedures of any other clearing system in which the Notes are held from time to time.

Regulatory Capital means any Tier 1 Capital Instrument or Tier 2 Capital Instrument.

Related Body Corporate has the meaning given in the Corporations Act.

Related Entity means:

- (a) any entity controlled (whether directly or indirectly) by:
 - (i) an ADI; or
 - (ii) the ultimate parent of an ADI (including the parent entity itself);
- (b) other entities (and their subsidiaries) deemed by APRA to be a 'related entity' of an ADI; or
- (c) as otherwise defined by APRA from time to time.

Relevant Business Centre in respect of a Note, has the meaning given in the relevant Pricing Supplement.

Relevant Capital Instruments means each of:

- (a) Relevant Tier 1 Capital Instruments; and
- (b) Relevant Tier 2 Capital Instruments.

Relevant Member has the meaning given in Condition 5.1(c) (*Austraclear*).

Relevant Tier 1 Capital Instrument means a Tier 1 Capital Instrument that in accordance with its terms or by operation of law is capable of being written-off or converted into approved equity instruments when a Non-Viability Determination is made.

Relevant Tier 2 Capital Instrument means a Tier 2 Capital Instrument that in accordance with its terms or by operation of law is capable of being written-off or converted into approved equity instruments when a Non-Viability Determination is made.

Resolution means an Extraordinary Resolution or Ordinary Resolution, as the context requires.

Security Interest means a mortgage, charge, pledge, lien, encumbrance, trust, finance lease, hire purchase or other security interest securing any obligation of the Issuer or any other agreement having a similar effect.

Security Record has the meaning given to it in the Austraclear Regulations.

Senior Creditors means, in respect of the Issuer, all its present and future creditors (including depositors) whose claims:

- (a) would be entitled to be admitted in the Winding up of the Issuer; and
- (b) are not made as holders of indebtedness arising under:
 - (i) an Equal Ranking Instrument; or
 - (ii) a Junior Ranking Instrument.

Senior Note means a Note that is an unsubordinated obligation under Condition 4.2 (*Status – Senior Notes*), and is specified as a 'Senior Note' in the Pricing Supplement.

Senior Noteholder means a person whose name is for the time being entered in the Register as the holder of a Senior Note or, where a Senior Note is owned jointly by two or more persons, the persons whose names appear in the Register as the joint owners of that Senior Note and (for the avoidance of doubt) when a Senior Note is entered into the Austraclear System, includes Austraclear acting on behalf of a member of the Austraclear System.

Series means Notes having identical terms except that the Issue Date, the Issue Price and the amount of the first payment of interest may be different in respect of different Tranches it comprises, or as otherwise agreed and referred to in the Pricing Supplement as being a Series.

Solvent means that each of the following is the case:

- (a) the Issuer is able to pay its debts as they fall due; and
- (b) its Assets (as that term is defined in Condition 11.4 (*Consequences of an Event of Default – Senior Notes*)) exceed its Liabilities (as that term is defined in Condition 11.4 (*Consequences of an Event of Default – Senior Notes*));

Specified Office means, in respect of a person, the office specified in the Information Memorandum or any other address notified to Noteholders from time to time.

Stock Exchange means the ASX or any other recognised stock exchange.

Subordinated Note means a Note that is subordinated under Condition 4 (*Status*), and is specified as a 'Subordinated Note' in the Pricing Supplement.

Subordinated Noteholder means a person whose name is for the time being entered in the Register as a holder of a Subordinated Note or, where a Subordinated Note is owned jointly by two or more persons, the persons whose names appear in the Register as the joint owners of that Subordinated Note and (for the avoidance of doubt) when a Subordinated Note is entered into the Austraclear System, includes Austraclear acting on behalf of a member of the Austraclear System.

Subsidiary means an entity which is a subsidiary within the meaning of the Corporations Act.

Supervisor means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate.

Supervisor Recommended Rate means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate.

Tax or Taxes means any taxes, levy, imposts, duty or other charges, deductions or withholdings of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth).

Temporary Disruption Trigger means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate.

Tier 1 Capital means the Tier 1 Capital of the Issuer, as defined by APRA from time to time.

Tier 2 Capital means the Tier 2 Capital of the Issuer, as defined by APRA from time to time.

Tier 1 Capital Instrument means a share, note or other security or instrument constituting Tier 1

Capital.

Tier 2 Capital Instrument means a share, note or other security or instrument constituting Tier 2 Capital.

Tranche means Notes issued on the same Issue Date the terms of which are identical in all respects or as otherwise agreed and referred to in the relevant Pricing Supplement as being a Tranche.

Transfer and Acceptance Form means such form as the Registrar adopts in line with the then current market practice to effect a transfer of Notes.

Winding Up means, except for the purpose of a solvent reconstruction, merger or amalgamation with the approval of an Extraordinary Resolution of Noteholders:

- (a) a court order is made for the winding-up of the Issuer which order is not successfully appealed or permanently stayed within 60 Business Days of the making of the order; or
- (b) an effective resolution is passed by shareholders or members for the winding-up of the Issuer.

Written-Off means in respect of a Note or a Relevant Capital Instrument, the nominal amount of such Note or Relevant Capital Instrument is written off and is immediately and irrevocably terminated (including all rights under it), and **'Write-Off'** has its corresponding grammatical meaning.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and the converse.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a Condition, annexure or schedule is a reference to a Condition of, or annexure or schedule to, these Conditions.
- (f) A reference to a party to an agreement or document includes the party's successors and permitted substitutes or assigns.
- (g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (h) A reference to **writing** includes an email and any means of reproducing words in a tangible and permanently visible form, and for the purposes of any party giving notice, includes any electronic transmission.
- (i) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (j) The meaning of terms is not limited by specific examples introduced by **including**, or **for example**, or similar expressions.

- (k) A reference to **law** includes common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).
- (l) All references to **time** are to Sydney time.
- (m) A reference to a Note is a reference to a Note of a particular Series specified in the Pricing Supplement.
- (n) A reference to a Noteholder is a reference to the holder of Notes of a particular Series.
- (o) A reference to a Pricing Supplement is a reference to the Pricing Supplement applicable to the Notes of the particular Tranche specified in that Pricing Supplement.
- (p) A reference to "Tier 2 Capital" shall, if the term is replaced or superseded in any of APRA's applicable prudential regulatory requirements or standards, be taken to be a reference to the replacement or equivalent term.
- (q) Any provisions which require APRA's consent or approval (written or otherwise) will apply only if APRA requires that such consent or approval be given at the relevant time.
- (r) Any provisions in these Conditions requiring the prior approval of APRA for a particular course of action to be taken by the Issuer do not imply that APRA has given its consent or approval to the particular action as of the Issue Date or that it will at any time give its consent or approval to the particular action.

1.3 Document or agreement

A reference to:

- (a) an **agreement** includes a guarantee, undertaking, deed, agreement or legally enforceable arrangement whether or not in writing; and
- (b) a **document** includes an agreement (as so defined) in writing or a certificate, notice, instrument or document.

A reference to a specific agreement or document includes it as amended, novated, supplemented or replaced from time to time, except to the extent prohibited by a Note Document.

1.4 References to principal and interest

Unless the contrary intention appears, in these Conditions:

- (a) any reference to 'principal' is taken to include the Redemption Amount, the Early Termination Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), any additional amounts in respect of principal which may be payable under Condition 8 (*Taxation*), any premium payable by the Issuer in respect of Note, and any other amount in the nature of principal payable in respect of the Notes under these Conditions;
- (b) the principal amount of a Note which may vary by reference to a schedule or formula (where such determination has been previously made in accordance with these Conditions) is taken as at any time to equal its varied amount; and
- (c) any reference to 'interest' is taken to include any Additional Amounts and any other amount in the nature of, or in substitution for, interest payable in respect of the Notes under these Conditions.

1.5 Listing requirements included as *law*

A listing rule, business rule or market integrity rule of a financial market (as defined in the Corporations Act) will be regarded as a *law*.

2 Form, Title and Denomination of the Notes

2.1 Form

- (a) Each Note is issued in registered form by inscription in the Register.
- (b) Each Note is a separate debt obligation of the Issuer constituted by, and owing under, the Note Deed Poll and may (subject to Condition 5.6 (*Registration of transfers*)) be transferred separately from any other Note.

2.2 Registered owners

- (a) The person whose name is inscribed in the Register as the registered owner of any Note from time to time will be treated by the Issuer, the Issuing Agent and the Registrar as the absolute owner of such Note for all purposes whether or not any payment in relation to such Note is overdue and regardless of any notice of ownership, trust or any other interest inscribed in the Register subject to rectification for fraud or error. Two or more persons registered as Noteholders are taken to be joint holders with right of survivorship between them. The person registered in the Register as a holder of a Note will be treated by the Issuer, the Issuing Agent and the Registrar as the absolute owner of that Note and none of the Issuer or the Registrar is, except as required by order of a court of competent jurisdiction or as provided by statute, obliged to take notice of any other claim to or in respect of a Note.
- (b) Upon a person acquiring title to a Note by virtue of becoming registered as the owner of that Note, all rights and entitlements arising by virtue of the Note Deed Poll in respect of that Note vest absolutely in the registered owner of the Note, so that no person who has previously been registered as the owner of the Note nor any other person has or is entitled to assert against the Issuer or the Registrar or the registered owner of the Note for the time being and from time to time any rights, benefits or entitlements in respect of the Note.

2.3 Denomination

Notes will be denominated in Australian Dollars, unless as otherwise stated in the relevant Pricing Supplement, and issued in minimum denominations of A\$10,000 or such other denominations as set out in the relevant Pricing Supplement.

2.4 Inscription conclusive

Each inscription in the Register in respect of a Note is:

- (a) sufficient and conclusive evidence to all persons and for all purposes that the person whose name is so inscribed is the registered owner of the Note;
- (b) evidence for the benefit of the relevant Noteholder, that a separate and individual acknowledgement by the Issuer of its indebtedness to that person is constituted by the Note Deed Poll and of the vesting in such person of all rights vested in a Noteholder by the Note Deed Poll; and
- (c) evidence that the person whose name is so inscribed is entitled to the benefit of an unconditional and irrevocable undertaking by the Issuer constituted by the Note Deed Poll

that the Issuer will make all payments of principal and interest (if any) and any other amounts in respect of the Note in accordance with these Conditions.

2.5 Manifest or proven errors

The making of, or the giving effect to, a manifest or proven error in an inscription into the Register will not avoid the constitution, issue or transfer of a Note. The Issuer will procure that the Registrar must correct any manifest or proven error of which it becomes aware.

2.6 No certificate

- (a) Without limiting paragraph (b), no certificate or other evidence of title shall be issued by or on behalf of the Issuer to evidence title to a Note unless the Issuer determines that certificates should be made available or that it is required to do so under any applicable law or regulation.
- (b) The Issuer agrees, on request by a Noteholder, to procure the Registrar to provide (and the Registrar agrees to provide) to the Noteholder a certified extract of the particulars entered on the Register in relation to that Noteholder and the Notes held by it.

3 Interest

3.1 Application

Notes may be interest bearing on a fixed or floating rate basis or non-interest bearing, or a combination of any of the foregoing, as specified in the relevant Pricing Supplement.

3.2 Period of accrual of interest

Interest accrues on Interest Bearing Notes from (and including) the relevant Interest Accrual Date at the applicable Interest Rate. Interest ceases to accrue on such Notes from (and including) the relevant Maturity Date unless default is made in the payment of any principal amount in respect of such Notes. In that event any overdue principal of an Interest Bearing Note continues to bear interest at the default rate specified in the relevant Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate), both before and after any judgment, until it is paid in full to the relevant Noteholder.

3.3 Interest Payment Dates

Interest which has accrued on a Note is payable in arrear on each Interest Payment Date.

3.4 Calculation of Interest Amount

The Interest Amount must be calculated by the Calculation Agent by applying the Interest Rate to the Outstanding Principal Amount of each applicable Interest Bearing Note, multiplying such sum by the relevant Day Count Basis for the relevant Interest Period and rounding (with halves being rounded up) the resultant figure to, in the case of Australian Dollars, the nearest cent and in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.

3.5 Notification of Interest Rate and Interest Amount

- (a) The Calculation Agent will notify the Issuer, the Noteholders, the Registrar and each other Agent of the Interest Rate, the Interest Amount and the relevant Interest Payment Date.
- (b) Notice under paragraph(a) above is to be given at least four Business Days before an amount is payable in respect of the Notes.

- (c) The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Noteholders, the Registrar and each other Agent.
- (d) In the case of Notes to be listed on an exchange, the Issuer will notify the relevant exchange of the Interest Rate, the Interest Amount and the relevant Interest Payment Date.

3.6 Notification, etc. to be final

Except as provided in Condition 3.5 (*Notification of Interest Rate and Interest Amount*), all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 3 (*Interest*) by the Calculation Agent are (in the absence of wilful default, gross negligence, fraud or manifest or proven error) binding on the Issuer, the Issuing Agent, the Registrar, each other Agent and all Noteholders and no liability to the Noteholders attaches to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions or to the Issuer in connection with any direction to the Calculation Agent for the appointment of an Alternative Financial Institution in the circumstances contemplated under the definition of BBSW Rate.

3.7 Default interest payable on non-interest bearing Notes

If, on the relevant Maturity Date for an Other Note which is non-interest bearing, any Outstanding Principal Amount is not paid for value on that day, interest will accrue on the unpaid amount at a rate per annum (expressed as a percentage per annum) equal to the rate specified for such purpose in the relevant Pricing Supplement.

3.8 Floating Rate Notes

- (a) If the Pricing Supplement specifies the Interest Rate applicable to that Tranche of Notes as being 'Floating Rate', the Interest Rate applicable to such Notes during each Interest Period will be the sum of the Margin and the relevant Benchmark Rate, each as specified in the relevant Pricing Supplement.
- (b) If the Pricing Supplement states that 'Linear Interpolation' applies to an Interest Period, the Interest Rate for that Interest Period is determined through the use of straight line interpolation by reference to two rates determined using the relevant Benchmark Rate specified in the relevant Pricing Supplement as follows:
 - (i) the first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the relevant Pricing Supplement); and
 - (ii) the second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the relevant Pricing Supplement).
- (c) Subject to Condition 15(d), each Noteholder shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate or the AONIA Rate, as applicable, in each case as described in this Condition 3.8 and in Condition 3.9 (in all cases without the need for any Noteholder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance), and any substitution for and adjustments made to, BBSW Rate or the

AONIA Rate, as applicable, in each case made in accordance with this Condition 3.8 and Condition 3.9, will, in the absence of manifest or proven error, be conclusive and binding on the Issuer and each Noteholder and, notwithstanding anything to the contrary in these Conditions or other documentation relating to the Notes, shall become effective without the consent of any person (except as expressly provided in Conditions 3.9 and 15(d) in the case of Subordinated Notes).

- (d) If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Interest Rate, such rate, adjustment, quantum, formula, methodology or other variable will be determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an Alternate Financial Institution (acting in good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.
- (e) All rates determined pursuant to this clause 3.8 shall be expressed as a percentage rate per annum and the resulting percentage will be rounded if necessary to the fourth decimal place (i.e., to the nearest one ten-thousandth of a percentage point) with 0.00005 being rounded upwards.

3.9 Benchmark Rate fallback

Holders of Subordinated Notes should note that APRA's approval may not be given for any Fallback Rate, and any terms and other relevant methodology for calculating such Fallback Rate (including any adjustment factor to the Fallback Rate) that APRA considers to have the effect of increasing the Interest Rate contrary to applicable prudential standards and guidelines published by APRA.

- (a) If the Issuer determines that:
 - (i) a Temporary Disruption Trigger has occurred; or
 - (ii) a Permanent Discontinuation Trigger has occurred,then, subject to APRA's prior written approval in the case of Subordinated Notes, the Benchmark Rate for an Interest Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):
 - (A) where BBSW Rate is the Applicable Benchmark Rate, if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:
 - (1) first, the Administrator Recommended Rate;
 - (2) then, the Supervisor Recommended Rate; and
 - (3) lastly, the Final Fallback Rate;
 - (B) where AONIA is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph (A) above, if a Temporary Disruption Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;
 - (C) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (A) or (B) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will

be the last rate provided or published by the Administrator of the RBA Recommended Rate (or if no such rate has been so provided or published, the last provided or published level of AONIA);

- (D) where BBSW Rate is the Applicable Benchmark Rate, if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
 - (1) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;
 - (2) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and
 - (3) lastly, if neither paragraph (1) nor paragraph (2) above apply, the Final Fallback Rate;
 - (E) where AONIA is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph (D)(1) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
 - (1) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and
 - (2) lastly, if paragraph (E)(1) above does not apply, the Final Fallback Rate;
 - (F) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (D) or (E) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate; and
 - (G) in the case of Subordinated Notes, notwithstanding the above, until such time as APRA's written approval is obtained in respect of any Fallback Rate, the rate described in paragraph (b) of Final Fallback Rate shall apply.
- (b) When calculating an amount of interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate.
 - (c) When calculating interest in circumstances where the Final Fallback Rate applies, the amount of interest will be calculated on the same basis as if the Applicable Benchmark

Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

3.10 Maximum or Minimum Interest Rate

If the Pricing Supplement specifies a 'Maximum Interest Rate' or 'Minimum Interest Rate' for any Interest Period, the Interest Rate for the Interest Period must not be greater than the maximum, or be less than the minimum, so specified. If no rate is specified, the Minimum Interest Rate shall be zero. A Maximum Interest Rate or Minimum Interest Rate may not be specified in the Pricing Supplement as being applicable to Subordinated Notes.

4 Status

4.1 Nature of Obligations

The Notes may be issued as Senior Notes or Subordinated Notes of the Issuer, as specified in the relevant Pricing Supplement.

4.2 Status - Senior Notes

- (a) The Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will at all times rank *pari passu* and rateably in right of payment and without preference among themselves and at least equally with all other unsubordinated and unsecured obligations of the Issuer other than any obligations mandatorily preferred by law from time to time outstanding.
- (b) The Senior Notes rank senior to the Issuer's subordinated obligations, including all Subordinated Notes.
- (c) The Issuer does not make any representation as to whether the Senior Notes constitute deposit liabilities in Australia or protected accounts for the purpose of, or otherwise benefit from a priority under the *Banking Act 1959* (Cth) or the *Reserve Bank Act 1959* (Cth).
- (d) The ranking of Senior Notes is not affected by the date of registration of any Senior Noteholder in the Register.

4.3 Status - Subordinated Notes

- (a) The Subordinated Notes constitute direct, unsecured, subordinated obligations of the Issuer, and unless otherwise specified in the Pricing Supplement, rank:
 - (i) equally among themselves;
 - (ii) behind all claims of Senior Creditors;
 - (iii) equally with creditors whose claims against the Issuer rank or are expressed to rank equally with the Subordinated Noteholders' claims for amounts owing by the Issuer in connection with the Subordinated Notes (including claims in respect of Equal Ranking Instruments);
 - (iv) ahead of all claims expressed to rank behind the Subordinated Noteholders' claims for amounts owing by the Issuer in connection with the Subordinated Notes (including claims in respect of Junior Ranking Instruments); and
 - (v) ahead of ordinary shares of the Issuer.

- (b) The Subordinated Notes do not constitute deposit liabilities in Australia or protected accounts for the purpose of, or otherwise benefit from a priority under the *Banking Act 1959* (Cth) or the *Reserve Bank Act 1959* (Cth).
- (c) Each Subordinated Noteholder by its purchase of a Subordinated Note, is taken to acknowledge that the Issuer's obligations in respect of that Subordinated Note are subordinated to Senior Creditors, in the manner provided in this Condition 4 (*Status*).

4.4 Terms of Subordination

Unless otherwise specified in the Pricing Supplement, the following provisions apply to Subordinated Notes:

- (a) in a Winding Up of the Issuer:
 - (i) Subordinated Noteholders shall have no right or claim against the Issuer in respect of any principal or interest in respect of a Subordinated Note to the extent that such Subordinated Note has been redeemed or Written-Off; and
 - (ii) the rights and claims of a Subordinated Noteholder for an amount owing by the Issuer in connection with a Subordinated Note that has not been redeemed or Written-Off:
 - (A) are subordinated to, and rank junior in right of payment to, the claims of Senior Creditors and all claims of all Senior Creditors must be paid in full before the Subordinated Noteholder's claim is paid;
 - (B) shall rank equally with the obligations of the Issuer to holders of other Subordinated Notes that have not been redeemed or Written-Off, and the obligations of the Issuer to holders of Equal Ranking Instruments; and
 - (C) shall rank prior to, and senior in right of payment to, the obligations of the Issuer to the holders of ordinary shares in the Issuer and other Junior Ranking Instruments,

provided that until the Senior Creditors have been paid in full, the Subordinated Noteholder must not claim in the Winding Up of the Issuer in competition with the Senior Creditors so as to diminish any distribution, dividend or payment which, but for that claim, the Senior Creditors would have been entitled to receive.

In a Winding Up of the Issuer, the Subordinated Noteholders shall only be entitled to prove for any sums payable in respect of their Subordinated Notes as a debt which is subject to prior payment in full of Senior Creditors. Subordinated Noteholders waive, to the fullest extent permitted by law, any right to prove in any such Winding Up of the Issuer as a creditor ranking for payment in any other manner;

- (b) prior to the commencement of the Winding Up of the Issuer (other than under or in connection with a scheme of amalgamation or reconstruction not involving bankruptcy or insolvency):
 - (i) the obligations of the Issuer to make payments of interest and any other payments in respect of the Subordinated Notes will be conditional on the Issuer being Solvent at the time of the payment; and
 - (ii) no payment of interest or any other payment in respect of the Subordinated Notes shall be made unless the Issuer is Solvent immediately after making the payment, and if as a result the Issuer fails to make any payment of interest or any other payment of any other amount on any Subordinated Note when due, such failure will not constitute an

Event of Default for the purposes of Condition 11.3 (*Event of Default – Subordinated Notes*).

- (c) For the avoidance of doubt, any amount not paid due to Condition 4.4(b) (*Terms of Subordination*) accumulates and remains a debt owing to the Subordinated Noteholder by the Issuer until paid. Any interest that is payable and not paid due to Condition 4.4(b) (*Terms of Subordination*) will accrue at the interest rate payable on the Subordinated Note that is specified in the applicable Pricing Supplement. Any interest not paid due to Condition 4.4(b) (*Terms of Subordination*) accumulates and remains a debt owing to the Subordinated Noteholder by the Issuer until paid.
- (d) A certificate signed by the Issuer, two directors or a director and company secretary of the Issuer or an auditor of the Issuer or, if the Issuer is being wound up, its liquidator as to whether the Issuer is Solvent at any time is (in the absence of wilful default, bad faith or manifest error) conclusive evidence of the information contained in the certificate and will be binding on the Subordinated Noteholders. In the absence of any such certificate, the Subordinated Noteholders are entitled to assume (unless the contrary is proved) that the Issuer is Solvent at the time of and will be Solvent immediately after, any payment.
- (e) There is no limit on the amount of debt or other obligations which rank equally or ahead of the Subordinated Notes that may be incurred or assumed by the Issuer.
- (f) A Subordinated Noteholder does not have any right to set-off any amounts owing to it by the Issuer in respect of a Subordinated Note against any amount owing by that Subordinated Note holder to the Issuer on any account.
- (g) The Issuer does not have any right to set-off any amounts owing to it by a Subordinated Noteholder on any account against any amount owing by the Issuer to that Subordinated Noteholder in respect of a Subordinated Note.
- (h) Condition 6 (*Redemption and purchase*) is applicable to Subordinated Notes subject to:
 - (i) this Condition 4 (*Status*);
 - (ii) where required, the Pricing Supplement specifying that the relevant provisions are applicable; and
 - (iii) the Issuer obtaining the prior written approval of APRA to the proposed purchase or redemption;
- (i) each Subordinated Noteholder must not exercise its voting rights as an unsecured creditor in the Winding Up or administration of the Issuer to defeat the subordination in this Condition 4 (*Status*); and
- (j) each Noteholder agrees that this Condition 4 (*Status*) is a debt subordination for the purposes of section 563C of the Corporations Act.
- (k) Nothing in this Condition 4 (*Status*) shall be taken:
 - (i) to require the consent of any Senior Creditor to any amendment of these Conditions; or
 - (ii) to create a charge or security interest over any right of a Noteholder.

5 Transfers

5.1 Austraclear

- (a) Unless the relevant Pricing Supplement otherwise provides, the Notes will be lodged, subject to the agreement of Austraclear, into the Austraclear System.

- (b) If the Notes are lodged into the Austraclear System, the Registrar will enter Austraclear in the Register as the Noteholder of those Notes. While those Notes remain in the Austraclear System:
- (i) all payments and notices required of the Issuer or any Agent in relation to those Notes will be made or directed to Austraclear in accordance with the Regulations, and neither the Issuer nor any Agent will recognise any interest in the Notes other than the interest of Austraclear as the Noteholder; and
 - (ii) all dealings (including transfers and payments) in relation to those Notes within the Austraclear System will be governed by the Regulations and need not comply with these Conditions to the extent of any inconsistency.
- (c) If Austraclear is entered in the Register as the Noteholder in respect of a Note, despite any other provision of these Conditions, that Note is not transferable on the Register, and the Issuer may not, and must procure that the Registrar does not, register any transfer of that Note, and the relevant member of the Austraclear System to whose security account the Note is credited in respect of that Note (the **Relevant Member**) has no right to request any registration or any transfer of that Note, except that:
- (i) for any repurchase, redemption or cancellation (whether on or before the Maturity Date of the Note), a transfer of that Note from Austraclear to the Issuer may be entered in the Register; and
 - (ii) if either:
 - (A) Austraclear gives notices to the Registrar stating that the Relevant Member has stated to Austraclear that it needs to be registered in relation to the Note in order to pursue any rights against the Issuer; or
 - (B) Austraclear purports to exercise any power it may have under the Regulations from time to time or these Conditions, to require Notes to be transferred on the Register to the Relevant Member,
 the Note may be transferred on the Register from Austraclear to the Relevant Member. In any of these cases, the Note will cease to be held in the Austraclear System.
- (d) If Austraclear is recorded in the Register as the Noteholder, each person in whose Security Record a Note is recorded is taken to acknowledge in favour of the Issuer, the Registrar and Austraclear that:
- (i) the Registrar's decision to act as the Registrar of that Note is not a recommendation or endorsement by the Registrar or Austraclear in relation to that Note, but only indicates that the Registrar considers that the holding of the Note is compatible with the performance by it of its obligations as Registrar under the applicable Agency Agreement; and
 - (ii) the Noteholder does not rely on any fact, matter or circumstance contrary to sub-paragraph (i).

5.2 Transfers of Notes

Notes are transferable without the consent of the Issuer or the Registrar, subject to the Notes being transferred in whole (and not in part only) and in accordance with these Conditions. Notes held in the Austraclear System or any other clearing system will be transferable only in accordance with the Regulations.

5.3 Conditions of Transfer

Notes may only be transferred if:

- (a) in the case of Notes to be transferred in, or into, Australia, the offer or invitation giving rise to the transfer:
 - (i) is for an aggregate consideration payable to the Issuer by the relevant transferee of at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates to the subscriber) or the offer or invitation (including any resulting issue) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and
 - (ii) does not constitute an offer to a 'retail client' as defined for the purposes of section 761G of the Corporations Act; and
- (b) at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place.

5.4 Restrictions on transfers

- (a) Transfers of Notes which are not lodged in a clearing system cannot be made between a Record Date and the relevant Interest Payment Date if a redemption of such Note is to occur during that period in accordance with these Conditions.
- (b) The Issuer is not required to arrange for the registration of a transfer of a Note during the period from on the Record Date for a payment or determination or exercise of voting rights in respect of the Note until the Business Day after the date payment is due or the result of the relevant resolutions are known, unless:
 - (i) the Record Date relates to a meeting that has been adjourned or a resolution to be passed without holding a meeting; and
 - (ii) the transferee has signed an acknowledgment of the proposed resolutions and the fact that it is not entitled to vote on the resolutions and will be bound by the resolutions in form and substance satisfactory to the Issuer.

5.5 Registration requirements for transfer not held in a clearing system

Application for the transfer of Notes not held in the Austraclear System or another clearing system must be made by the lodgement of a Transfer and Acceptance Form with the Registrar at its Specified Office.

Every Transfer and Acceptance Form in respect of Notes must be:

- (a) signed by the transferor and the transferee;
- (b) delivered to the office of the Registrar for registration;
- (c) accompanied by such evidence as the Registrar may reasonably require to prove the title of the transferor or the transferor's right to transfer those Notes; and
- (d) duly completed and, if necessary stamped.

5.6 Registration of transfers

Subject to this Condition 5 (*Transfers*), the Registrar must register a transfer of Notes. Upon entry of the name, address and all other required details of the transferee in the Register, the Issuer must recognise the transferee as the Noteholder entitled to the Notes the subject of the transfer. Entry of such details in the Register constitutes conclusive proof of ownership by that transferee

of those Notes. The transferor remains the owner of the relevant Notes until the required details of the transferee are entered in the Register in respect of those Notes.

5.7 No fee

No fee or other charge is payable to the Issuer or the Registrar in respect of the transfer or registration of any Note.

5.8 CHESS

Notes which are listed on the ASX will not be transferred through, or registered on, the Clearing House Electronic Sub-Register System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be 'Approved Financial Products' for the purposes of that system.

5.9 Destruction

Any Transfer and Acceptance Form may, with the prior written approval of the Issuer, be destroyed by the Registrar after the entry in the Register of the particulars set out in the form. On receipt of such approval, the Registrar must destroy the Transfer and Acceptance Form as soon as reasonably practicable and promptly notify the Issuer in writing of its destruction.

5.10 Deceased persons

The Registrar may decline to give effect to a transfer of any Notes entered in the Register in the name of a deceased person who has two or more personal representatives unless the Transfer and Acceptance Form is executed by all of them.

5.11 Stamp Duty

- (a) The Issuer will bear any stamp duty payable on the issue and subscription of the Notes.
- (b) The relevant Noteholder is responsible for any stamp duties or other similar taxes which are payable in any jurisdiction in connection with any transfer, assignment or any other dealing with its Notes.

6 Redemption and Purchase

6.1 Maturity

Unless previously redeemed or purchased and cancelled in accordance with these Conditions (or, in the case of a Subordinated Note, Written-Off), each Note must be redeemed on its Maturity Date at its Redemption Amount.

6.2 Purchase

- (a) The Issuer, any of its Subsidiaries or any Related Entity of the Issuer may at any time purchase Notes in the open market or otherwise and at any price, provided that in respect of Subordinated Notes:
 - (i) the prior written approval of APRA has been obtained; and
 - (ii) such Subordinated Notes are not acquired by a Subsidiary of the Issuer or any Related Entity of the Issuer that is not a tax resident of Australia unless such Subordinated Notes are acquired by it as part of a business carried on by it through a permanent establishment located within Australia.
- (b) All unmaturing Notes purchased in accordance with this Condition may be held, resold or cancelled at the discretion of the Issuer, subject to compliance with all legal and regulatory requirements.

6.3 Optional Early Redemption (Call)

- (a) If 'Optional Early Redemption (Call)' is specified in the relevant Pricing Supplement as being applicable (the **Call Option**), then the Issuer may, on giving not more than 60 nor less than 30 days' notice (the **Call Option Notice**) redeem all or some of the Notes at their Optional Redemption Amount (Call), together with any accrued but unpaid interest on such Notes to (but excluding) the Optional Call Date.
- (b) The Issuer may only give a notice under Condition 6.3(a) (*Optional Early Redemption (Call)*) if:
- (i) the amount of Notes to be redeemed are a multiple of their applicable denomination;
 - (ii) the proposed redemption date is an 'Early Redemption Date (Call)' as specified in the Pricing Supplement; and
 - (iii) any other Condition specified in the Pricing Supplement is satisfied.
- (c) The Call Option Notice shall be given by the Issuer to the Issuing Agent, the Registrar and the Noteholders of the relevant Series, and shall be signed by an Authorised Officer of the Issuer and specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes of the relevant Series which are to be redeemed; and
 - (iii) the Optional Call Date being the due date for such redemption, which shall be a Business Day.
- Any such Call Option Notice shall be irrevocable, and the delivery of the notice shall oblige the Issuer to make the redemption specified in that notice.
- (d) If the Notes of a Series are to be redeemed in part only on any date in accordance with this Condition 6.3 (*Optional Early Redemption (Call)*), the Notes to be redeemed must be selected by the Issuer in such manner as the Issuer deems fair and reasonable having regard to prevailing market practice and applicable parcel sizes and in compliance with any applicable law, requirement of the Austraclear System and any stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded.
- (e) If any maximum Redemption Amount or minimum Redemption Amount is specified in the relevant Pricing Supplement, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum, or be less than the minimum, so specified.
- (f) The Issuer's right to exercise the option to redeem Subordinated Notes in accordance with this Condition 6.3 (*Optional Early Redemption (Call)*) in the case of Subordinated Notes, is subject to:
- (i) the date on which the Optional Redemption Amount (Call) is payable by the Issuer is at least five years after the Issue Date of the Subordinated Notes;
 - (ii) APRA giving its prior written approval; and
 - (iii) either:
 - (A) before or concurrently with redemption, the Issuer replacing the Subordinated Notes with a capital instrument which is of the same or better quality (for the purposes of the prudential standards and guidelines

published by APRA and applicable to the Issuer from time to time) than the Subordinated Notes and the replacement of the Subordinated Notes is done under conditions that are sustainable for the income capacity of the Issuer, and the Issuer and its Subsidiaries taken as a whole; or

- (B) the Issuer obtaining confirmation from APRA that APRA is satisfied, having regard to the capital position of the Issuer, and the Issuer and its Subsidiaries taken as a whole, that the Issuer does not have to replace the Subordinated Notes.

6.4 Optional Early Redemption (Put)

- (a) If 'Optional Early Redemption (Put)' is specified in the relevant Pricing Supplement as being applicable, then the Issuer shall, upon the exercise of the relevant option (the **Put Option**) by the Noteholder redeem such Note on the Optional Put Date in respect of which the Put Option is exercised as specified in the relevant Pricing Supplement at its Optional Redemption Amount (Put) together with any accrued but unpaid interest (if any) on the Note to (but excluding) the Optional Put Date.
- (b) In order to exercise the Put Option, the Noteholder must, not less than 30 days before the Optional Put Date, deposit with the Registrar a duly completed redemption notice (the **Put Option Notice**) in the form acceptable to the Registrar.
- (c) Once a duly completed Put Option Notice has been deposited in accordance with Condition 6.4 (*Optional Early Redemption (Put)*), it is irrevocable and may not be withdrawn.
- (d) A Noteholder may not require the Issuer to redeem any Note under this Condition 6.4 (*Optional Early Redemption (Put)*) if the Issuer has given notice that it will redeem the Note under another applicable Condition.
- (e) This Condition 6.4 (*Optional Early Redemption (Put)*) does not apply to Subordinated Notes.

6.5 Early redemption for tax reasons

- (a) The Issuer may redeem all (but not some) of the Notes of a Series in whole before their Maturity Date at the Redemption Amount together with any accrued but unpaid interest on such Notes (but excluding) the redemption date if, as a consequence of a change or announced prospective change in:
 - (i) law or a binding judicial decision, ruling or determination; or
 - (ii) an administrative decision with which the Issuer is required to comply or habitually complies interpreting, applying or clarifying those laws or judicial decisions,occurring after the issue date of the first Tranche of a Series of Notes (but in any case, other than any such event that was expected by the Issuer as at the Issuer Date), the Issuer is required to pay an Additional Amount in respect of a Note.
- (b) However, the Issuer may only do so if:
 - (i) the Issuer has given at least 30 days' (and no more than 60 days') notice to the Registrar, the Noteholders, each other Agent and any Stock Exchange or other relevant authority on which the Notes are listed;
 - (ii) before the Issuer gives notice of the proposed redemption under paragraph (a), the Registrar has received:

- (A) a certificate signed by two Authorised Officers of the Issuer; and
- (B) an opinion of reputable legal or taxation advisers of recognised standing in the jurisdiction of incorporation of the Issuer,
 - confirming that it would be required to pay an Additional Amount on the next payment due in respect of the Notes;
- (iii) in the case of Fixed Rate Notes, no notice of redemption is given earlier than 90 days before the earliest date on which the Issuer would be obliged to pay Additional Amounts; and
- (iv) in the case of Floating Rate Notes:
 - (A) the proposed redemption date is an Interest Payment Date; and
 - (B) no notice of redemption is given earlier than 60 days before the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay Additional Amounts.
- (c) The Issuer's right to exercise the option to redeem Subordinated Notes in accordance with this Condition 6.5 (*Early redemption for tax reasons*) is subject to:
 - (i) APRA giving its prior written approval; and
 - (ii) either:
 - (A) before or concurrently with redemption, the Issuer replacing the Subordinated Notes with a capital instrument which is of the same or better quality (for the purposes of the prudential standards and guidelines published by APRA and applicable to the Issuer from time to time) than the Subordinated Notes and the replacement of the Subordinated Notes is done under conditions that are sustainable for the income capacity of the Issuer, and the Issuer and its Subsidiaries taken as a whole; or
 - (B) the Issuer obtaining confirmation from APRA that APRA is satisfied, having regard to the capital position of the Issuer, and the Issuer and its Subsidiaries taken as a whole, that the Issuer does not have to replace the Subordinated Notes.

6.6 Early Redemption for Regulatory Reasons

- (a) In respect of any Series of Subordinated Notes, the Issuer may redeem all (but not some only) of the Subordinated Notes for their Outstanding Principal Amount, together with accrued interest (if any) on an Interest Payment Date in accordance with this Condition 6.6 (*Early Redemption for Regulatory Reasons*) and subject to Condition 3.5(b) (*Notification of Interest Rate and Interest Amount*), if:
 - (i) after the Issue Date, as a result of an Administrative Action or any amendment to, clarification of, or change (including any announcement of a change) in the law or an Administrative Action, in each case by a Government Agency and in each case, not expected by the Issuer as at the Issue Date:
 - (A) additional requirements (which are more than de minimis) would be imposed on the Issuer and its Subsidiaries taken as a whole in relation to the Subordinated Notes; or
 - (B) there would be a negative impact on the eligibility of the Subordinated Notes as Tier 2 Capital Instruments,

- which the Issuer determines, in its sole discretion, to be unacceptable; or
- (ii) the Issuer determines that all, some or a proportion of all or some Subordinated Notes are not, or will not be treated as Tier 2 Capital Instruments, other than as a result of a change of treatment expected by the Issuer as at the Issue Date (a **Regulatory Event**).
- (b) If the Issuer becomes entitled to redeem the Subordinated Notes under this Condition 6.6 (*Early Redemption for Regulatory Reasons*), the Issuer may do so by giving not more than 60 Business Days' nor less than 15 Business Days' notice to the Registrar and the Subordinated Noteholders in accordance with Condition 13 (*Notices*) of any early redemption of Subordinated Notes in accordance with this Condition 6.6 (*Early Redemption for Regulatory Reasons*) and upon expiry of such notice will redeem all (but not some only) of the Subordinated Notes for their Outstanding Principal Amount together with accrued interest (if any) on the relevant Interest Payment Date.
 - (c) The Issuer's right to exercise the option to redeem Subordinated Notes in accordance with this Condition 6.6 (*Early Redemption for Regulatory Reasons*) is subject to:
 - (i) APRA giving its prior written approval; and
 - (ii) either:
 - (A) before or concurrently with redemption, the Issuer replacing the Subordinated Notes with a capital instrument which is of the same or better quality (for the purposes of the prudential standards and guidelines published by APRA and applicable to the Issuer from time to time) than the Subordinated Notes and the replacement of the Subordinated Notes is done under conditions that are sustainable for the income capacity of the Issuer, and the Issuer and its Subsidiaries taken as a whole; or
 - (B) the Issuer obtaining confirmation from APRA that APRA is satisfied, having regard to the capital position of the Issuer, and the Issuer and its Subsidiaries taken as a whole, that the Issuer does not have to replace the Subordinated Notes.
 - (d) Prior to publication of a notice of redemption described in this Condition 6.6 (*Early Redemption for Regulatory Reasons*), the Issuer must have received an opinion of legal advisers of recognised standing in Australia in relation to the Regulatory Event.

6.7 Clean Up

- (a) If a Clean Up Condition (as defined below) subsists, the Issuer may redeem all (but not some) of the Notes before their Maturity Date in accordance with this Condition 6.7 (*Clean Up*).
- (b) If the Issuer wishes to redeem Notes under this Condition 6.7 (*Clean Up*) it must give notice to the Noteholders of the relevant Series and the Registrar specifying the date for redemption of the Notes, which must comply with Condition 6.7(c) (*Clean Up*).
- (c) The date fixed for redemption of any Notes under this Condition 6.7 (*Clean Up*) must be at least 30 days (and not more than 60 days) after the date the notice is given.
- (d) Notice given under Condition 6.7(b) (*Clean Up*) is irrevocable and the Issuer must redeem the Notes by paying to the relevant Noteholders the applicable Redemption Amount together with any accrued but unpaid interest on the Notes to (but excluding the date of redemption).

- (e) In this Condition 6.7 (*Clean Up*), '**Clean Up Condition**' means, at any time in respect of a Series, that the Outstanding Principal Amount of the outstanding Notes of that Series at that time is less than 15% (or any other relevant percentage specified in the relevant Pricing Supplement) of the Outstanding Principal Amount of all of the Notes issued from time to time under that Series (including Notes which are no longer outstanding).
- (f) This Condition 6.7 (*Clean Up*) does not apply to Subordinated Notes.

6.8 Partial Redemption

In the case of a partial redemption of Notes, and subject to the relevant Pricing Supplement specifying that a partial redemption is permissible, the Notes to be redeemed will be selected by the Registrar, and notice of the Notes selected for redemption will be given in accordance with Condition 6.9 (*Notices of Redemption*).

6.9 Notices of Redemption

Any redemption notice given under Conditions 6.3 (*Optional Early Redemption Call*), 6.5 (*Early redemption for tax reasons*), 6.6 (*Early Redemption for Regulatory Reasons*), 6.7 (*Clean Up*) or 6.8 (*Partial Redemption*) is irrevocable and obliges the Issuer to redeem the Notes at the time and in the manner specified in the notice, provided that any such notice given in respect of Subordinated Notes shall be of no effect following the occurrence of the Write-Off Date with respect to any Subordinated Note which is to be Written-Off on such Write-Off Date in accordance with Condition 7 (*Subordination and Write-Off of Subordinated Notes*).

7 Subordination and Write-Off of Subordinated Notes

7.1 Write-Off of Subordinated Notes

This Condition 7 (*Subordination and Write-Off of Subordinated Notes*) applies only to Subordinated Notes issued by the Issuer.

7.2 Subordination

- (a) In the event of the Winding Up of the Issuer constituting an Event of Default with respect to the Subordinated Notes, there shall be payable with respect to the Subordinated Notes, subject to the subordination provisions in Condition 4.4 (*Terms of Subordination*), an amount equal to the Outstanding Principal Amount of the Subordinated Notes then outstanding, together with all accrued and unpaid interest thereon to the repayment date.
- (b) As a result of the subordination provisions, until the Senior Creditors have been paid in full, the Subordinated Noteholder must not claim in the Winding Up of the Issuer in competition with the Senior Creditors so as to diminish any distribution, dividend or payment which, but for that claim, the Senior Creditors would have been entitled to receive. By subscription for, or transfer of, Subordinated Notes to a Subordinated Noteholder, that Subordinated Noteholder will be taken to have agreed that no amount in respect of the Subordinated Notes will be repaid until all the claims of the Senior Creditors admitted in the Winding Up have been satisfied accordingly. Accordingly, if proceedings with respect to the Winding Up of the Issuer in Australia were to occur, the Subordinated Noteholders could recover less relative to the holders of deposit liabilities, the holders of Senior Notes and the holders of prior ranking subordinated liabilities of the Issuer. For the avoidance of doubt, the Subordinated Notes do not constitute deposit liabilities in Australia or protected accounts for the purpose of, or otherwise benefit from a priority under the *Banking Act 1959* (Cth) or the *Reserve Bank Act 1959* (Cth).

- (c) If in any such Winding Up of the Issuer, the amount payable with respect to the Subordinated Notes and any claims ranking equally with the Subordinated Notes cannot be paid in full, the Subordinated Notes and other claims ranking equally with the Subordinated Notes will share relatively in any distribution of the Issuer's assets in the Winding Up in proportion to the respective amounts to which they are entitled.
- (d) In addition, because the Issuer is a holding company as well as an operating company, the rights of the Issuer, its creditors and of the Subordinated Noteholders to participate in the assets of any of the Issuer's subsidiaries upon the liquidation of such subsidiary will be subject to the prior claims of the subsidiary's creditors, except to the extent that the Issuer itself may be a creditor with recognised claims against that subsidiary.

7.3 Non-Viability Trigger Event

A Non-Viability Trigger Event occurs when APRA has provided a written determination (**Non-Viability Determination**) to the Issuer that:

- (a) the conversion or Write-Off of Relevant Capital Instruments of the Issuer is necessary because without the conversion or write-off APRA considers that the Issuer would become non-viable; or
- (b) without a public sector injection of capital, or equivalent support, APRA determines that the Issuer will become non-viable.

7.4 Non-Viability Determination

- (a) A Non-Viability Determination provided in accordance with Condition 7.3(a) (*Non Viability Trigger Event*) may specify:
 - (i) that all Relevant Capital Instruments then outstanding shall be converted or written-off (in such circumstances, the **Non-Viability Amount** shall be the aggregate face value of all Relevant Capital Instruments in respect of such Non-Viability Determination); or
 - (ii) that the Issuer must convert or Write-Off Relevant Capital Instruments having an aggregate face value determined by the Issuer to be at least sufficient to satisfy APRA that the Issuer would not become non-viable (the amount as so determined being the **Non-Viability Amount** in respect of such Non-Viability Determination).
- (b) For the purposes of a Non-Viability Determination provided in accordance with Condition 7.3(b) (*Non Viability Trigger Event*), all Relevant Capital Instruments then outstanding shall be converted or written-off by the Issuer (and accordingly, in such circumstances, the **Non-Viability Amount** shall be the aggregate face value of all Relevant Capital Instruments).

7.5 Order of Conversion or Write-Off of Relevant Capital Instruments

- (a) On the date on which a Non-Viability Trigger Event occurs (the **Write-Off Date**) (whether or not that date is a Business Day), the Issuer must convert or Write-Off Relevant Capital Instruments (and, in the case of the Subordinated Notes, Write-Off the Subordinated Notes in accordance with this Condition 7 (*Subordination and Write-Off of Subordinated Notes*), in accordance with the Non-Viability Determination.
- (b) Where the Non-Viability Determination is issued in accordance with Condition 7.3(a) (*Non Viability Trigger Event*), and the Non-Viability Amount as determined in accordance with

such Non-Viability Determination is less than the aggregate nominal amount of Relevant Capital Instruments then outstanding:

- (i) before Relevant Tier 2 Capital Instruments (including the Subordinated Notes) are converted or written-off, the Issuer must convert or Write-Off all Relevant Tier 1 Capital Instruments;
 - (ii) to the extent the Non-Viability Amount exceeds the aggregate nominal amount of Relevant Tier 1 Capital Instruments, the Issuer must convert or Write-Off Relevant Tier 2 Capital Instruments (and, in the case of Subordinated Notes, Write-Off the Subordinated Notes in accordance with this Condition 7 (*Subordination and Write-Off of Subordinated Notes*)), in an aggregate nominal amount equal to the amount of that excess; and
 - (iii) immediately on receipt of the Non-Viability Determination, and where required having determined the Non-Viability Amount, the Issuer must determine:
 - (A) the aggregate nominal amount of the Subordinated Notes that will be Written-Off in accordance with Condition 7.7 (*Write Off of Subordinated Notes*); and
 - (B) the aggregate nominal amount of other Relevant Tier 2 Capital Instruments which will be converted or be written-off.
- (c) The Issuer must endeavour to treat Subordinated Noteholders and holders of any other Relevant Tier 2 Capital Instruments on an approximately proportionate basis or such other basis as is consistent and reasonable and in each case, may discriminate to take account of the effect on marketable parcels and other logistical considerations and the need to effect the conversion or Write-Off immediately. In determining the aggregate nominal amount of Subordinated Notes to be Written-Off in accordance with Condition 7.5(b)(ii) (*Order of Conversion or Write-Off of Relevant Capital Instruments*) above, the Issuer must determine such an aggregate nominal amount which is a whole multiple of A\$10,000.

7.6 Non-Viability Trigger Event Notice

- (a) As soon as practicable after the occurrence of a Non-Viability Trigger Event, the Issuer must give notice of the Non-Viability Trigger Event (a **Non-Viability Trigger Event Notice**) to the Noteholders which states the Write-Off Date, the aggregate nominal amount of Subordinated Notes Written-Off and the aggregate nominal amount of Relevant Tier 2 Capital Instruments converted or written-off.
- (b) That Non-Viability Trigger Event Notice and all calculations and determinations made by the Issuer in connection thereto are final and binding.

7.7 Write Off of Subordinated Notes

- (a) On the Write-Off Date, the rights of Noteholders (including to payment of any principal or interest) in relation to the nominal amount of the Subordinated Notes are Written-Off.
- (b) None of the following shall prevent, impede or delay the Write-Off of the Subordinated Notes:
 - (i) any failure to or delay in the conversion or Write-Off of Relevant Tier 1 Capital Instruments or other Relevant Tier 2 Capital Instruments; and
 - (ii) any failure or delay in giving a Non-Viability Trigger Event Notice.
- (c) in the case of a Write-off of a Subordinated Note:

- (i) for all purposes the Issuer will consider that Subordinated Note no longer to be outstanding; and
- (ii) the Issuer shall instruct the Registrar to update the register to reflect that the Subordinated Note is no longer outstanding.

7.8 Noteholder acknowledgements relating to Write-Off

Each Subordinated Noteholder irrevocably:

- (a) acknowledges and agrees that where Condition 7.5 (*Order of Conversion or Write-Off of Relevant Capital Instruments*) applies:
 - (i) there are no other conditions to a Write-Off occurring as and when provided in Condition 7.3 (*Non Viability Trigger Event*);
 - (ii) Write-Off must occur immediately on the Non-Viability Trigger Event and that may result in disruption or failures in trading or dealings in the Subordinated Notes or other loss to Subordinated Noteholders; and
 - (iii) it will not have any rights to vote in respect of any Write-Off;
- (b) acknowledges and agrees that a Subordinated Noteholder has no right to request Write-Off of any Subordinated Notes or to determine whether (or in what circumstances) the Subordinated Notes are Written-Off;
- (c) acknowledges and agrees that none of the following shall prevent, impede or delay the Write-Off of the Subordinated Notes:
 - (i) any failure to or delay in the conversion or Write-Off of Relevant Tier 1 Capital Instruments or other Relevant Tier 2 Capital Instruments; and
 - (ii) any failure or delay in giving a Non-Viability Trigger Event Notice; and
- (d) acknowledges and agrees that Write-Off of the Subordinated Notes in accordance with Condition 7 (*Subordination and Write-Off of Subordinated Notes*) is a fundamental term of the Subordinated Notes and is not subject to any other conditions other than those expressly provided for in Condition 7 (*Subordination and Write-Off of Subordinated Notes*).

8 Payments

8.1 Payments to Noteholders

- (a) All payments under a Note must be made by the Issuer or the relevant Issuing Agent on its behalf:
 - (i) if the Notes are lodged in the Austraclear System by crediting, on the relevant Interest Payment Date, Maturity Date or other date on which a payment is due, the amount then due to the account of the Noteholder, in accordance with the Regulations; or
 - (ii) if the Notes are not lodged in the Austraclear System by crediting, on the relevant Interest Payment Date, Maturity Date or other date on which a payment is due, the amount then due to the account notified by the relevant Noteholder to the Registrar,

and in either case, without set-off or counterclaim or any other deduction unless required by law.

- (b) If a Noteholder has not notified the Registrar of an account to which payments to it must be made by the close of business on the Record Date, payments in respect of the Note will be made by cheque sent by prepaid registered post on the payment date, at the risk of the Noteholder, to the Noteholder (or to the first named joint holder of the Note) at its address appearing in the Register at the close of business on the Record Date. Cheques sent to the nominated address of a Noteholder will be taken to have been received by the Noteholder on the Business Day immediately following the payment date and, no further amount will be payable by the Issuer in respect of the Note as a result of the Noteholder not receiving payment on the due date.

8.2 Method of payment

A payment made by electronic transfer is for all purposes taken to be made when the Issuer or the Issuing Agent gives an irrevocable instruction for the making of that payment by electronic transfer, being an instruction which would be reasonably expected to result, in the ordinary course of banking business, in the relevant funds reaching the account of the Noteholder on the same day as the day on which the instruction is given, provided that if the Issuer or the Issuing Agent is notified that the payment is not, was not, or is not expected to be received by the Noteholder, the Issuer or Issuing Agent will procure that the payment be made as soon as possible after notification provided, at any time, no double payment is made to that Noteholder and the payment will not be taken to be made until such time as it is actually received by the Noteholder.

8.3 Business Days

- (a) If a payment is due under a Note on a day which is not a Business Day the date for payment will be adjusted according to the Business Day Convention applicable to that Note.
- (b) If payment is to be made to an account on a Business Day on which banks are not open for general banking business in the city in which the account is located, the Noteholder is not entitled to payment of such amount until the next Business Day on which banks in such city are open for general banking business and is not entitled to any interest or other payment in respect of any such delay.

8.4 Payments subject to fiscal laws

All payments are subject to Condition 9 (*Taxation*) and to any applicable fiscal or other laws and regulations.

9 Taxation

9.1 Payments made free and clear

All payments under the Notes must be made free and clear of, and without withholding or deduction for, or by reference to, any present or future Taxes, duties, assessments or government charges of any Government Agency unless required by law.

9.2 Additional payments

If the Issuer is obliged to make a withholding or deduction in respect of Tax from any payment under any Note Document:

- (a) it shall make the relevant withholding or deduction at the time required under law;
- (b) it shall pay the amount withheld or deducted to the appropriate Government Agency within the time required by law;

- (c) within 30 days of the end of the month in which the deduction is made, it shall deliver to the Registrar for collection by the relevant Noteholder official receipts or other evidence of payment of that amount; and
- (d) subject to paragraph (e) and Condition 9.3 (*FATCA*), it shall pay the relevant Noteholder on the due date for payment such additional amounts (***Additional Amounts***) as may be necessary so that the relevant Noteholder receives a net amount (after allowance for any further withholding or deduction) equal to the amount it would have received if no withholding or deduction had been made, but
- (e) no Additional Amounts shall be payable under this Condition 9.2 (*Additional payments*):
 - (i) in respect of a Tax that is an Excluded Tax;
 - (ii) in respect of a Tax imposed by a jurisdiction other than:
 - (A) the jurisdiction in which the Issuer is incorporated; or
 - (B) the jurisdiction from which the Issuer is making a relevant payment;
 - (iii) to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar cause for exemption to any tax authority in the place where payment under the Note is made;
 - (iv) where the Note is presented for payment more than 30 days after the due date except to the extent that a Noteholder would have been entitled to Additional Amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Business Day;
 - (v) to, or to a third party on behalf of, a Noteholder who is liable for the Taxes in respect of the Notes by reason of the Noteholder being an associate (within the meaning of section 128F of the Tax Act) of the Issuer, except as permitted under section 128F(6) of the Tax Act;
 - (vi) to, or to a third party on behalf of, an Australian resident Noteholder, or a non-resident Noteholder who is holding the Note in carrying on business through a permanent establishment in Australia, who is liable to the Taxes by reason of the Noteholder not supplying an appropriate tax file number, Australian business number or other exemption details;
 - (vii) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment or governmental charge;
 - (viii) on account of the Issuer, or a third party acting on behalf of the Issuer, receiving a direction under section 255 of the *Income Tax Assessment Act 1936* (Cth) or section 260-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) of Australia or any similar law; or
 - (ix) in such other circumstances as may be specified in the Pricing Supplement.

9.3 FATCA

If any payment to a Noteholder is subject to withholding or deduction, including as a result of any payment being made through an intermediary that is subject to withholding or deduction, required under or in connection with FATCA, the amount so withheld or deducted will be treated as paid

under the Notes for all purposes and no Additional Amounts will be payable to that Noteholder with respect to such withholding or deduction.

10 Register

10.1 Registrar's role

The Issuer agrees, subject to any relevant Pricing Supplement, to procure that the Registrar does the following things:

- (a) establish and maintain the Register in Sydney or such other city as the Issuer and the Registrar may agree;
- (b) enter or cause to be entered in the Register the following information in respect of each Note:
 - (i) the principal amount of the Note;
 - (ii) the Issue Date;
 - (iii) the full name and address of the Noteholder;
 - (iv) any declaration of residence or non-residence, tax file number or Australian Business Number or exemption details as advised by the Noteholder from time to time;
 - (v) the maturity date;
 - (vi) the interest rate;
 - (vii) the interest payment dates and any applicable payment details of the Note;
 - (viii) all subsequent transfers and changes of ownership of the Note;
 - (ix) details of any redemption, repurchase or cancellation of the Note; and
 - (x) such other information as is required by law or directive, under these Conditions or as the Issuer and Registrar otherwise agree; and
- (c) comply with the obligations expressed in the Note Deed Poll and the Agency Agreement to be performed by the Registrar.

10.2 Registrar

- (a) In acting under the Agency Agreement in connection with the Notes, the Registrar acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders save insofar as that any funds received by the Issuing Agent in accordance with the Agency Agreement shall, pending their application in accordance with the Agency Agreement, be held by it in a segregated account for the persons entitled thereto.
- (b) The Issuer reserves the right at any time to terminate the appointment of the Registrar in accordance with the Agency Agreement and to appoint successor or additional registrars, provided, however, that the Issuer must at all times maintain the appointment of a registrar with its specified office in Australia. Notice of any such termination of appointment will be given to the Noteholder in accordance with Condition 13 (*Notices*).

10.3 Multiple Noteholders

- (a) Subject to the Corporations Act, if more than four persons are the holders of a Note, the names of only four such persons will be entered in the Register.

- (b) Subject to the Corporations Act, if more than one person is the holder of a Note, the address of only one of them will be entered on the Register. If more than one address is notified to the Registrar, the address recorded in the Register will be the address of the Noteholder whose name appears first in the Register.

10.4 Noteholder change of address

A Noteholder must promptly notify any change of address to the Registrar.

10.5 Closing of Register

The registration of the transfer of a Note may be suspended by the Registrar (and the Register shall be closed for the purpose of determining entitlements to payment under a Note) after the close of business on the eighth or other day in accordance with the Regulations prior to each Interest Payment Date (if any) and each Maturity Date of the Note or such other number of days as may be agreed by the Issuer and the Registrar and not contrary to the Regulations and notified promptly by the Issuer via the Registrar to the Noteholders.

10.6 Transfer on death, bankruptcy or liquidation of Noteholder

The Registrar must register a transfer of a Note to or by a person who is entitled to do so in consequence of:

- (a) the death or bankruptcy (in the case of natural persons) or the liquidation or winding up (in the case of a corporation) of a Noteholder; or
- (b) the making of any vesting orders by a court or other judicial or quasi judicial body, in accordance with any applicable laws and upon receipt by it of such evidence as the Issuer or the Registrar may require.

10.7 Issuing Agent

Subject to the relevant Agency Agreement, the Issuer may vary or terminate the appointment of the Issuing Agent and appoint a new Issuing Agent at any time. Notice of any such change or any change in the specified offices of the Issuing Agent will be given to the Noteholders in accordance with Condition 13 (*Notices*).

11 Events of Default

11.1 Events of Default – Senior Notes

Each of the following is an Event of Default in relation to Senior Notes of any Series (whether or not it is in the control of the Issuer).

- (a) **(Non-payment)** any failure by the Issuer to pay any principal or interest in respect of the Senior Notes on its due date unless:
 - (i) such non-payment is due to a substantiated technical or administrative error; or
 - (ii) payment is made within 5 Business Days of its due date;
- (b) **(Non-compliance)** the Issuer fails to perform or fails to comply with any of its material obligations under a Note Document in respect of the Senior Notes which is not, in any material aspect, remedied within 20 Business Days of a Senior Noteholder notifying the Issuer where such obligation is capable of being remedied;
- (c) **(Vitiating)** any material provision of a Note Document in respect of the Senior Notes:
 - (i) ceases to be or is claimed by the Issuer not to be, in full force and effect; or

- (ii) becomes or is claimed by the Issuer to be void, voidable, illegal or unenforceable;
- (d) **(Repudiation)** the Issuer repudiates a Note Document in respect of Senior Notes or evidences in writing an intention to repudiate a Note Document in respect of Senior Notes; or
- (e) **(Insolvency)** an Insolvency Event occurs in respect of the Issuer.

Notwithstanding any provision of Condition 11.1 (*Events of Default – Senior Notes*), none of the Events of Default referred to in Condition 11.1 (*Events of Default – Senior Notes*) (other than Condition 11.1(e) (*Insolvency*) in respect of a Winding Up only) will be deemed to have occurred solely as a result of any failure by the Issuer to perform or observe any of its obligations in relation to, or the agreement or declaration of any moratorium with respect to, or the taking of any proceeding in respect of, or the occurrence of any default (however described) under or in respect of any Regulatory Capital of the Issuer.

11.2 Consequences of an Event of Default – Senior Notes

If any Event of Default occurs in relation to a Senior Note of any Series, then a Senior Noteholder of that Series may by written notice to the Issuer (with a copy to the Registrar), declare the Early Termination Amount (together with all accrued but unpaid interest (if any)) applicable to each Senior Note held by the Noteholder to be due and payable immediately without further formality, unless prior to such notice becoming effective, such Event of Default in respect of the Senior Notes of the relevant Series shall have been cured, remedied or waived in accordance with the Meeting Provisions.

11.3 Event of Default – Subordinated Notes

Subject to Condition 4.4(b) (*Terms of Subordination*), an Event of Default occurs in relation to a Subordinated Note of any Series if:

- (a) a Winding Up of the Issuer occurs and is continuing other than for the purposes of a consolidation, amalgamation, merger or reconstruction (the terms of which have been approved by the shareholders of the Issuer or by a court of competent jurisdiction) under which the continuing or resulting corporation effectively assumes the entire obligations of the Issuer under the Subordinated Notes; or
- (b) the Issuer does not pay an amount owing in connection with a Subordinated Note within 5 days of it falling due.

11.4 Consequences of an Event of Default – Subordinated Notes

If any Event of Default occurs in relation to Subordinated Notes of any Series or any of them, the Subordinated Noteholder:

- (a) has no right to declare each Subordinated Note held by it to be due and payable or to take other action on account of the Issuer not paying the amount, except as provided in this Condition 11.4 (*Consequences of an Event of Default – Subordinated Notes*); and
- (b) may take proceedings in a court of competent jurisdiction:
 - (i) to recover the amount currently outstanding, provided that the Issuer may only be compelled in those proceedings to pay that amount to the extent that it is, and after making the payment would be, Solvent;
 - (ii) to obtain a court order for specific performance of any other obligation in respect of the Notes; or
 - (iii) unless the Issuer is already in Winding Up, for the Winding Up of the Issuer.

If the Issuer is in Winding Up, a Subordinated Noteholder may by written notice to the Issuer (with a copy to the Registrar) declare each Subordinated Note held by it to be due and payable and, subject to Condition 4 (*Status*), may prove in the Winding Up of the Issuer for an amount equal to the Outstanding Principal Amount of the Subordinated Note (together with interest in accordance with the terms of the Subordinated Notes to the date on which the Winding Up of the Issuer is taken to have commenced).

Any amount not paid due to Condition 11.4(b)(i) (*Consequences of an Event of Default – Subordinated Notes*) remains a debt owing to the Subordinated Noteholder by the Issuer until it is paid.

In this Condition 11.4 (*Consequences of an Event of Default – Subordinated Notes*):

Assets means, in respect of the Issuer, its total gross (non-consolidated) assets as shown by its latest published audited Financial Statements but adjusted for events subsequent to the date of such Financial Statements in such manner and to such extent as its directors, its auditors or its liquidator may determine to be appropriate.

Liabilities means, in respect of the Issuer, its total gross (non-consolidated) liabilities as shown by its latest published audited Financial Statements but adjusted for events subsequent to the date of such Financial Statements in such manner and to such extent as its directors, its auditors or its liquidator may determine to be appropriate.

Solvent means that each of the following is the case:

- (a) the Issuer is able to pay its debts as they fall due; and
- (b) its Assets exceed its Liabilities.

11.5 Notification

- (a) If an Event of Default occurs the Issuer must as soon as practicable after becoming aware of it notify the Registrar and any other Agent of the occurrence of the Event of Default (specifying details of it) and procure that the Registrar promptly notifies Noteholders of the occurrence of the Event of Default in accordance with Condition 13 (*Notices*).
- (b) If there is a failure in the performance of any material obligation by the Issuer under the Note Deed Poll which is capable of remedy, the Issuer must promptly after becoming aware of it, notify the Registrar and procure that the Registrar notify the Noteholders of such failure.

12 Time Limit for Claims

A claim against the Issuer for a payment under a Note is void unless made within ten years (in the case of principal) or five years (in the case of interest and other amounts) of the due date for that payment or the date, if later, on which that payment is fully provided for by the Issuer.

13 Notices

13.1 Issuer and Registrar

A notice or other communication to the Issuer or the Registrar in connection with a Note:

- (a) must be in writing addressed as follows:
 - (i) if to the Issuer, to:
Address: Heritage and People's Choice Limited

Level 11 Mailroom, 50 Flinders Street
Adelaide SA 5000

Telephone: 08 8305 1900
Email: Treasury@peopleschoice.com.au
Attention: Treasurer

(ii) if to the Registrar, to:

Address: 20 Bridge Street
Sydney NSW 2000

Telephone: +61 2 82988476
Email: ipa@asx.com.au

Attention: Senior Manager, Post Trade Operations

- (b) is conclusively deemed to be duly given or made if received or left at the address, email address or fax number of the recipient shown in this Condition (in the case of a facsimile, notice is duly given at the time indicated in a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the fax number of the recipient notified for the purpose of this Condition) or to any other address, fax number or email address which the recipient may have notified the sender but, if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4pm (local time), it will be conclusively taken to have been received at the commencement of business on the next day on which business is generally carried on in that place.

13.2 Noteholders

A notice or other communication to a Noteholder in connection with a Note:

- (a) must be in writing and may be given by prepaid post, through Austraclear or delivery to the address of the Noteholder as shown in the Register at the close of business on the eighth day prior to the despatch of the relevant notice or communication and may also be given by an advertisement published in *The Australian Financial Review*, *The Australian*, or any other newspaper circulating in Australia generally or if the Pricing Supplement specifies an additional or alternate newspaper, given by an advertisement published in that newspaper; and
- (b) is taken to be given or made, as the case may be, on the date the notice or other communication is so posted, delivered or made, as the case may be.

14 Meetings of Noteholders

Meetings of Noteholders may be convened in accordance with the Meeting Provisions. Any such meeting may consider any matters affecting the interests of Noteholders, including, without limitation, the variation of the terms of the Notes by the Issuer and the granting of approvals, consents and waivers.

15 Amendments

- (a) The Note Deed Poll, the Conditions, the Notes and any Pricing Supplement may be amended, without the consent of any Noteholder, if the amendment:
- (i) is for the purposes of curing any manifest error;

- (ii) is for the purposes of correcting or supplementing any defective or inconsistent provisions, or curing any ambiguity where that amendment does not adversely affect the interests of the Noteholders;
 - (iii) is of a formal, minor or technical nature;
 - (iv) is to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated; or
 - (v) only applies to Notes issued by it after the date of amendment.
- (b) The Note Deed Poll, the Conditions, the Notes and any Pricing Supplement may otherwise be varied with the approval of the Noteholders affected by the variation by an applicable Resolution in accordance with the Meeting Provisions.
 - (c) A variation which affects only a particular Series of Notes may be approved in accordance with the Meeting Provisions solely by the Noteholders of such Series.
 - (d) Any amendment of Subordinated Notes under this Condition 15 (*Amendments*), to the extent such amendments may affect the eligibility of the Subordinated Notes as Tier 2 Capital Instruments, will not be effective until Issuer has obtained the written approval of APRA.

16 Further Issues

The Issuer may from time to time and without the consent of the Noteholders create and issue further notes or securities or other similar instruments. The Issuer may issue further notes so as to form a single Series with any Tranche of Notes.

17 Governing Law and Jurisdiction

17.1 Governing law

The Notes are governed by the law in force in New South Wales, Australia or any other jurisdiction specified in the relevant Pricing Supplement.

17.2 Jurisdiction and immunity

- (a) The Issuer irrevocably and unconditionally submits and the Noteholders are taken to have irrevocably and unconditionally submitted to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them. The Issuer waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.
- (b) To the extent that the Issuer is or becomes entitled to any immunity it does and will irrevocably agree not to plead or claim such immunity with respect to its obligations under or arising out of or in connection with these Conditions and the relevant Pricing Supplement.

Schedule

Meeting Provisions

Provisions for Meetings of Noteholders

1 Definitions

The following words have these meanings in this Schedule unless the contrary intention appears.

Block Voting Instruction means a document issued by the Registrar and dated, in which:

- (a) it is certified by the Registrar that Notes of any Series (not being Notes in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction and any adjournment of that meeting) are registered in the Register in the names of specified Noteholders;
- (b) it is certified by the Registrar that each Noteholder or a duly authorised agent on that person's behalf has instructed the Registrar that the votes attributable to the Notes of that Noteholder should be cast in a particular way in relation to the resolution or resolutions to be put to that meeting or any adjournment of that meeting and that all such instructions are, during the period of 48 hours prior to the time for which the meeting or adjourned meeting is convened, neither revocable nor subject to amendment;
- (c) the total number and Series number of the Notes are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given in accordance with this paragraph 1 that the votes attributable to them should be cast in favour of the resolution and those in respect of which instructions have been so given that the vote attributable to them should be cast against the resolution; and
- (d) any person named in such document (**proxy**) is authorised and instructed by the Registrar to cast the vote attributable to the Notes so listed in accordance with the instructions referred to in (b) and (c) above and set out in such document.

Extraordinary Resolution means a resolution of Noteholders in accordance with paragraph 9.2 of this Schedule.

Ordinary Resolution means a resolution of Noteholders in accordance with paragraph 9.1 of this Schedule.

Outstanding Principal Amount has the meaning given to it in the Conditions.

Subsidiary has the meaning given to it in the Conditions.

Voting Certificate means a certificate issued by the Registrar and dated, in which it is stated:

- (a) that on the date of the certificate Notes of any Series (not being Notes in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate or any adjournment of the meeting) are registered in the Register; and
- (b) that the bearer of the certificate is entitled to attend and vote at that meeting or any adjournment of it in respect of the Notes represented by that certificate.

2 Convening

- (a) The Issuer or a Noteholder may convene a meeting of the Noteholders at any time. The Issuer must convene a meeting upon the request in writing of Noteholders holding not less than one tenth of the aggregate Outstanding Principal Amount of the Notes.

Whenever the Issuer is about to convene any such meeting it must promptly give notice in writing to the Registrar of the proposed day, time and place of the meeting and the nature of the business to be transacted at the meeting. Whenever a Noteholder wishes to convene any such meeting it must give a notice to the Issuer.

- (b) In determining whether the provisions relating to quorum, meeting and voting procedures are complied with, any Notes held in the name of the Issuer or any of its Subsidiaries must be disregarded.

3 Notice

Unless otherwise agreed in writing by each Noteholder, at least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant meeting is held) specifying the day, time and place of the meeting must be given to the Noteholders of Notes of the relevant Series at their addresses specified in the Register. A copy of the notice must also be given to the Registrar. Such notice must be given in the manner provided in the Conditions, must specify the terms of the resolutions to be proposed and must include statements to the effect that Voting Certificates may be obtained and proxies may be appointed until 48 hours before the time fixed for such meeting but not after that time. The accidental omission to give notice to, or the non-receipt of notice by, any Noteholder does not invalidate the proceedings at any meeting.

4 Proxies

- (a) A Noteholder may by a notice in writing in the form for the time being available from the specified officer of the Registrar (**form of proxy**) signed by the Noteholder or, in the case of a corporation executed under its common seal or signed on its behalf by its duly appointed attorney or a duly authorised officer of the corporation, appoint any person (also called a **proxy**) to attend and act on that Noteholder's behalf in connection with any meeting or proposed meeting of the Noteholders.
- (b) Voting Certificates, Block Voting Instructions and forms of proxy must be valid for so long as the relevant Notes are duly registered in the name of the Noteholder certified in the relevant Voting Certificate or Block Voting Instruction or, in the case of a form of proxy, in the name of the appointor but not otherwise and despite any other provision of this Schedule and during the validity of it, the holder of any such Voting Certificate or (as the case may be) the proxy is, for all purposes in connection with any meeting of Noteholders, deemed to be the Noteholder of the Notes of the relevant Series to which that Voting Certificate, Block Voting Instructions or form of proxy relates.

5 Chairman

A person (who may, but need not, be a Noteholder) nominated in writing by the Issuer must take the chair at every such meeting but if no such nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time fixed for the holding of such meeting or is unable or unwilling to chair the meeting, the person or persons present in person holding Notes of the relevant Series or Voting Certificates or being proxies must choose one of their number to be chairman. The chairman of an adjourned meeting need not be the same person as was the chairman of the original meeting.

6 Quorum

- (a) At any such meeting any one or more persons present in person holding Notes or Voting Certificates or being proxies representing in aggregate at least the proportion of the Outstanding Principal Amount of the relevant Series of Notes, as specified in the table in

paragraph (b) below for the relevant type of resolution, form a quorum for the transaction of business and no business (other than the choosing of a chairman) may be transacted at any meeting unless the requisite quorum is present at the commencement of business.

- (b) If within 15 minutes from the time appointed for any such meeting a quorum is not present the meeting will, if convened on the requisition of Noteholders, be dissolved. In any other case, it will stand adjourned for such period, not being less than 14 days nor more than 42 days and to such time and place, as the chairman determines. At such adjourned meeting, the quorum is one or more persons present in person holding Notes or Voting Certificates or being proxies and holding or representing in the aggregate at least the proportion of the Outstanding Principal Amount of the relevant Series of Notes, as specified in the table in this paragraph for the relevant type of resolution.

Type of resolution	Required proportion for any meeting except for meeting previously adjourned because of lack of quorum	Required proportion for meeting previously adjourned because of lack of quorum
Extraordinary Resolution	Not less than 50%	Not less than 25%
Ordinary Resolution	Not less than 33 $\frac{1}{3}$ %	No requirement

- (c) The chairman may, with the consent of (and must if directed by) the Noteholders present, adjourn such meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting except business which might validly have been transacted at the meeting from which the adjournment took place.
- (d) Unless otherwise agreed in writing by each Noteholder of the relevant Series at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) of any meeting adjourned because of lack of a quorum must be given in the same manner as of an original meeting and such notice must state the quorum required at such adjourned meeting. If a meeting is adjourned other than for lack of a quorum, it is not necessary to give any notice of an adjourned meeting.

7 Right to Attend and Speak

The Issuing Agent, the Registrar, the Issuer (through their respective representatives) and their respective financial and legal advisers are entitled to attend and speak at any meeting of Noteholders. Otherwise, no person may attend or vote at any meeting of Noteholders or join with others in requesting the convening of such a meeting unless that person is the Noteholder of the relevant Series, is in possession of a Voting Certificate or is a proxy.

8 Voting

- (a) Every question submitted to a meeting will be decided in the first instance by a show of hands and in the case of equality of votes the chairman has, both on a show of hands and on a poll, a casting vote in addition to the vote or votes (if any) to which the chairman may be entitled as a Noteholder.
- (b) At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by one or more persons holding one

or more of the Notes of the relevant Series or being proxies and holding or representing in the aggregate not less than 2% of the Outstanding Principal Amount of the relevant Series of Notes, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- (c) If at any meeting a poll is so demanded, it must be taken in such manner and (subject to paragraph (d)) either at once or after such adjournment as the chairman directs. The result of such poll is deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- (d) Any poll demanded at any meeting on the election of a chairman or on any question of adjournment must be taken at the meeting without adjournment.
- (e) A person named in any Block Voting Instruction or form of proxy need not be a Noteholder.
- (f) Each Block Voting Instruction and each form of proxy, together (if so required by the Registrar) with proof satisfactory to the Registrar of its due execution, must be deposited at the specified office in Australia of the Registrar not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the proxy named in the Block Voting Instruction or form of proxy proposes to vote, failing which the form of Block Voting Instruction or proxy may not be treated as valid unless the chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A certified copy of each Block Voting Instruction or form of proxy and satisfactory proof of due execution (if applicable) must, if required by the Registrar, be produced by the proxy at the meeting or adjourned meeting but the Registrar is not obliged to investigate or be concerned with the validity of, or the authority of the proxy named in, any Block Voting Instruction or form of proxy.
- (g) Any vote given in accordance with the terms of a Block Voting Instruction or form of proxy will be valid despite the previous revocation or amendment of the Block Voting Instruction or form of proxy or any instructions of the Noteholder under which it was executed, unless notice in writing of such revocation or amendment has been received from the Noteholder who has executed such Block Voting Instruction or form of proxy at the specified office of the Registrar not less than 48 hours before the commencement of the meeting or adjourned meeting at which the Block Voting Instruction or form of proxy is used.
- (h) The registered holder of a Note or, in the case of the joint holder, the person whose name first appears on the Register as one of the holders, is entitled to vote in respect of the Note either in person or by proxy or by representative.
- (i) Subject to paragraph (a), at a meeting convened for the purpose of considering a resolution:
 - (i) on a show of hands every person who is present and holds a Note or produces a Voting Certificate or is a proxy has one vote; and
 - (ii) on a poll every person who is present and holds a Note or produces a Voting Certificate or is a proxy has one vote in respect of each Australian dollar of the Outstanding Principal Amount of Notes which that person holds or are represented by the Voting Certificate or in respect of which that person is a proxy.

Without affecting the obligations of the proxies named in any Block Voting Instruction or form of proxy, any person entitled to more than one vote need not use all votes or cast all the votes to which that person is entitled in the same way.

9 Resolutions

9.1 Ordinary Resolutions

An Ordinary Resolution is passed if:

- (a) within one month from the date (in this paragraph (a), the **Relevant Date**) stated in the copies of the resolution sent for that purpose to the holders of Notes of the relevant Series, holders of more than 50% of the Outstanding Principal Amount of Notes of that Series at the Relevant Date signed the resolution; or
- (b) subject to paragraph 8(a) of this Schedule, a simple majority of the votes cast by holders of Notes of the relevant Series (present in person or by proxy or representative) at a meeting convened for that purpose vote in favour of the resolution.

9.2 Extraordinary Resolutions

An Extraordinary Resolution is passed if:

- (a) within one month from the date (in this paragraph (a), the **Relevant Date**) stated in the copies of the resolution sent for that purpose to the holders of Notes of the relevant Series, holders of more than or equal to 66⅔% of the Outstanding Principal Amount of Notes of that Series at the Relevant Date signed the resolution; or
- (b) subject to paragraph 8(a) of this Schedule, greater than or equal to two thirds of the votes cast by holders of Notes of the relevant Series (present in person or by proxy or representative) at a meeting convened for that purpose vote in favour of the resolution.

9.3 More than one document

A resolution in writing signed by Noteholders may be contained in one document or in several documents in like form each signed by one or more Noteholders.

9.4 Effective Date of written resolution

A written resolution is deemed to have been passed on the date on which the last Noteholder whose signature on the resolution caused it to be passed signed it (as evidenced on its face).

10 Powers

The Noteholders of the Notes of the same Series have, subject to the provisions contained in the Conditions of any Series, in addition to the powers set out above, but without affecting any powers conferred on other persons by this Schedule, the following powers exercisable by:

- (a) Ordinary Resolution:
 - (i) to give any approval, authority, direction or sanction which under the Conditions is not required to be given by the Extraordinary Resolution;
 - (ii) to authorise any person to concur in and execute documents and do all such acts and things as may be necessary to carry out and give effect to any Ordinary Resolution (including the provision of a certified extract of that resolution);
 - (iii) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders of Notes of that Series

- and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Ordinary Resolution;
- (iv) to approve the alteration of majority required to pass an Ordinary Resolution; and
 - (v) other than in respect of a variation referred to in paragraph (b) below, to assent to any variation or modification of the provisions contained in the Agency Agreement, the Deed Poll, the Conditions, the Notes, a Pricing Supplement or this Schedule; and
- (b) Extraordinary Resolution:
- (i) to give any approval, authority, direction or sanction which under the Conditions is required to be given by the Extraordinary Resolution;
 - (ii) to waive or authorise any breach by the Issuer of its obligations under the Note Documents (as defined in the Conditions);
 - (iii) to sanction:
 - (A) any proposal by the Issuer for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer whether such rights arise under those Notes, the Deed Poll or otherwise; or
 - (B) to sanction the exchange or substitution for those Notes of, or the conversion of those Notes into, other obligations or securities of the Issuer or any other body corporate formed or to be formed otherwise than in accordance with the Conditions;
 - (iv) to assent to any variation or modification of the provisions contained in the Agency Agreement, the Deed Poll, the Conditions, the Notes or a Pricing Supplement, which affect the timing or amount of payments, extends the Maturity Date or changes the Interest Rate, in respect of the Notes of the relevant Series;
 - (v) to authorise any person to concur in and execute documents and do all such acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution (including the provision of a certified extract of that resolution);
 - (vi) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders of Notes of that Series and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution; and
 - (vii) to approve the alteration of majority required to pass an Extraordinary Resolution.

11 Resolutions Binding

- (a) A resolution passed at a meeting of Noteholders of Notes of the relevant Series duly convened and held (or passed by those Noteholders in writing) in accordance with this Schedule is binding on all such Noteholders, whether present or not present at the meeting (or signing or not signing the written resolution), and each such Noteholder is bound to give effect to it accordingly. The passing of any such resolution is conclusive evidence that the circumstances of such resolution justify its passing.
- (b) The Issuer must give notice to the Noteholders, with a copy to the Registrar, of the result of the voting on a resolution within 14 days of such result being known but failure to do so

will not invalidate the resolution. Such notice must be given in the manner provided in the Conditions.

12 Minutes to be Kept

Minutes of all resolutions and proceedings at every meeting (or resolutions otherwise passed in accordance with this Schedule) must be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of Noteholders of Notes of the relevant Series (or, where the resolution is passed otherwise than at a meeting, if purporting to be signed by a director or secretary of the Issuer), are conclusive evidence of the matters contained in them and until the contrary is proved every such minute in respect of the proceedings of which minutes have been made and signed in that manner is deemed to have been duly convened and held and all resolutions passed or proceedings transacted at that meeting are deemed to have been duly passed and transacted (or, where the resolution is passed otherwise than at a meeting, such resolution is deemed to have been duly passed).

13 Effect on Series

If and whenever there are Notes outstanding which are not identical and do not form one single Series then those Notes which are in all respects identical are deemed to constitute a separate Series of Notes and this Schedule has effect subject to the following:

- (a) a resolution which affects one Series only of the Notes is deemed to have been duly passed if passed at a meeting of the Noteholders of that Series;
- (b) a resolution which affects more than one Series but does not give rise to a conflict of interest between the Noteholders of any of the Series so affected is deemed to have been duly passed if passed at a single meeting of the Noteholders of all Series so affected;
- (c) a resolution which affects more than one Series of Notes and gives or may give rise to a conflict of interest between the Noteholders of any of the Series so affected is deemed to have been duly passed if passed at separate meetings of the Noteholders of each Series so affected; and
- (d) in respect of a meeting referred to in paragraphs (a), (b) and (c), the preceding provisions of this Schedule apply with the necessary modifications as though references in those provisions to Notes and Noteholders (or Notes of the relevant Series and Noteholders of those Notes) were references to Notes of the Series in question and to the Noteholders of those Notes respectively.

Taxation

1 Australian Taxes

The following statements are only general summaries. Purchasers of Notes should consult their own tax advisers concerning the consequences, in their particular circumstances, under Australian tax laws, and the laws of any other taxing jurisdiction, of the ownership of or any dealing in any Notes. Unless otherwise indicated, capitalised terms used in the summary are defined in the relevant Conditions.

The following is a summary of the key Australian taxation implications, at the date of this Information Memorandum, of payments of interest (as the meaning of that term is extended by section 128A(1AB) of the *Income Tax Assessment Act 1936* (Cth) (together with the *Income Tax Assessment Act 1997* (Cth), **Australian Tax Act**) on the Notes and certain other matters. It is not exhaustive and in particular, does not deal with the position of certain classes of Noteholders (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of other Noteholders) or issues specifically to holding interests in Notes through a clearing system or in respect of bearer debentures. Nor does it deal with 'Other Notes' (as specified in the relevant Pricing Supplement) (if such Other Notes are issued, the Australian taxation treatment of those Other Notes will be discussed in the relevant Pricing Supplement). The following is a general guide and should be treated with appropriate caution. Noteholders who are in any doubt as to their tax positions should consult their professional advisers on the tax implications of an investment in the Notes for their particular circumstances.

Interest withholding tax

In general terms, Australia imposes interest withholding tax (**IWT**) on amounts of 'interest' paid by an entity located in Australia to a lender located outside Australia at the rate (currently) of 10% of the gross amount of the interest payment. For these purposes, 'interest' is defined to include, amongst other things, an amount that is in the nature of interest or an amount to the extent that it could reasonably be regarded as having been converted into a form that is in substitution for interest.

Section 128F exemption from Australian interest withholding tax

An exemption from Australian IWT imposed under Division 11A of Part III of the Australian Tax Act is available in respect of the Notes under section 128F of the Australian Tax Act if the following conditions are met:

- (a) the Issuer is a resident of Australia or a non-resident carrying on business at or through a permanent establishment in Australia when it issues the Notes and when interest (as the meaning of that term is extended by section 128A(1AB) of the Australian Tax Act) is paid on those Notes; and
- (b) the Notes are issued in a manner which satisfies the public offer test set out in section 128F(3) of the Australian Tax Act (**Public Offer Test**). There are five principal methods of satisfying the Public Offer Test. In summary, they are:
 - (i) offers to 10 or more persons (who are not known or suspected by the Issuer to be associates of each other or of the Issuer) carrying on a business of providing finance or investing or dealing in securities in the course of operating in financial markets;
 - (ii) offers to 100 or more persons who are likely to be interested in acquiring debentures or debt interests or have acquired them in the past;

- (iii) offers of listed Notes where the Issuer had previously entered into an agreement with a dealer, manager or underwriter in relation to the placement of the Notes, requiring the issuer to seek such listing;
- (iv) offers, the negotiations of which were initiated via certain publicly available information sources used by financial markets for dealing in debentures or debt interests; or
- (v) offers to a dealer, manager or underwriter in relation to the placement of the Notes who under an agreement with the Issuer, offered the Notes for sale within 30 days by one of the preceding methods.

However, the Public Offer Test will be failed, and the exemption under section 128F of the Australian Tax Act will not be available, if, at the time of issue, the Issuer knows, or has reasonable grounds to suspect, that a Note or an interest in a Note was being, or would later be, acquired directly or indirectly by an Offshore Associate (defined below) of the Issuer (other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act)).

Even if the Public Offer Test is initially satisfied, if the Issuer knows, or has reasonable grounds to suspect, at the time of payment that interest in respect of a Note is to be received by an Offshore Associate of the Issuer, the exemption under section 128F will not apply to interest paid by the Issuer to the Offshore Associate in respect of the Note, unless the Offshore Associate receives the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act).

Associates

An 'associate' of the Issuer for the purposes of section 128F of the Australian Tax Act includes:

- (a) a person or entity which holds more than 50% of the voting shares of, or otherwise controls, the Issuer;
- (b) an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Issuer;
- (c) a trustee of a trust where the Issuer is capable of benefiting (whether directly or indirectly) under that trust; and
- (d) a person or entity who is an 'associate' of certain other persons or companies which are 'associates' of the Issuer under any of the foregoing.

The definition of an "associate" for the purposes of section 128F is very broad and may capture a range of controlling and controlled relationships both at law and in substance.

An 'Offshore Associate' means an 'associate' of the Issuer (as explained above):

- (a) which is a non-resident of Australia and does not acquire the Notes or receive payments of interest in carrying on a business in Australia at or through a permanent establishment of the associate in Australia; or
- (b) which is a resident of Australia and which acquires the Notes or receives payments of interest in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country.

Compliance with section 128F of the Australian Tax Act

Unless the relevant Pricing Supplement otherwise provides, the Issuer proposes to issue the Notes in a manner which will satisfy the Public Offer Test and which otherwise meets the requirements of section 128F of the Australian Tax Act.

Tax treaty relief from Interest Withholding Tax

The Australian government has signed a number of tax treaties (**Treaties**) with the Specified Countries (defined below). The Treaties apply to Australian source interest beneficially owned by a resident of a Specified Country. For the purposes of the Treaties, in broad terms, 'interest' will include amounts subject to Australian IWT.

While the precise requirements vary from treaty to treaty, the Treaties broadly prevent Australia from imposing IWT upon interest beneficially owned by:

- (a) the government of the relevant Specified Country (or a political subdivision or local authority of it) and certain governmental authorities and agencies in a Specified Country; and
- (b) a 'financial institution' resident in a Specified Country which is unrelated to, and dealing wholly independently with, the Issuer. The term 'financial institution' refers to either a bank or any other enterprise which substantially derives its profits by carrying on a business of raising and providing debt finance in the financial markets or by taking deposits at interest and using those funds in carrying on a business of providing finance.

However, back-to-back loans and economically equivalent arrangements do not qualify for this benefit and the anti-avoidance provisions in the Australian Tax Act can apply.

The Australian Federal Treasury maintains a listing of the Treaties which provides details of country, status, withholding tax rate limits and Australian domestic implementation. This listing is available to the public on the Federal Treasury's Department website at: <https://treasury.gov.au/tax-treaties/income-tax-treaties>.

Payment of Additional Amounts

As set out in more detail in the relevant conditions to the Notes, If the Issuer should at any time be compelled by law to deduct or withhold an amount in respect of any Taxes, the Issuer must (unless the Pricing Supplement states that it will not be section 128F compliant and that the Issuer need not gross up for Taxes) pay an Additional Amount as may be necessary in order to ensure that the net amount received by the Noteholder, after such deduction or withholding, equals the amount which would have been receivable had no such deduction or withholding been required.

However, no such Additional Amounts will be payable by the Issuer in the circumstances described in the relevant conditions to the Notes.

Other tax matters

Under Australian law as presently in effect:

- (a) assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, payments of principal and interest to a Noteholder, who is a non-resident of Australia and who, during the taxable year, does not hold the Notes in the course of carrying on business at or through a permanent establishment in Australia, or a holder of the Notes who is a resident of Australia but who holds the notes in carrying on business at or through a permanent establishment outside Australia, should not be subject to IWT, subject to the exceptions in section 128F;

- (b) a Noteholder, who is a non-resident of Australia and who does not hold the Notes in the course of carrying on business at or through a permanent establishment in Australia, will not be subject to Australian income tax on gains realised during that year on sale or redemption of the Notes, provided such gains do not have an Australian source. A gain arising on the sale of Notes by a non-Australian resident Noteholder to another non-Australian resident where the Note is sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia would not generally be regarded as having an Australian source;
- (c) there are specific rules that can apply to treat a portion of the purchase price of Notes as interest for IWT purposes including where the Notes have been issued at a discount or with a maturity premium or otherwise do not pay interest at least annually, and where the purchaser is located in Australia. These rules should not apply in circumstances where the deemed interest would have been exempt under section 128F of the Australian Tax Act if the Notes had been held to maturity by a non-resident;
- (d) income received by a Noteholder in respect of the Notes who is an Australian resident (not holding the Notes in carrying on business at or through a permanent establishment outside Australia) or is a non-resident who holds the Notes in carrying on business at or through a permanent establishment in Australia will generally be included in assessable income. Gains realised by such Noteholders from the sale or redemption of Notes may also be subject to Australian tax;
- (e) Division 974 of the Australian Tax Act contains tests for characterising certain arrangements as debt (for all entities) and equity (for companies) for Australian tax purposes, including for the purposes of dividend withholding tax and IWT. The Issuer intends to issue Notes which are to be characterised as "debentures" or "debt interests" as defined for the purposes of section 128F and the returns paid on the Notes are intended to be "interest" for the purpose of section 128F of the Australian Tax Act. Accordingly, Division 974 should not affect the Australian tax treatment of holders of Notes;
- (f) no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (g) no *ad valorem* stamp duty, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Notes on the assumption that the issue or transfer of the Notes will not result in a person (alone or with 'associated persons') obtaining an entitlement to a distribution of 50% or more of the property of the Issuer (disregarding any distribution of property to a person in their capacity as the holder of a debt interest within the meaning of Division 974 of the Tax Act);
- (h) the Issuer will be required to withhold tax from payments of interest in accordance with section 12-140 of Schedule 1 to the *Taxation Administration Act 1953* of Australia (**TAA**) at the rate of 47% for payments made on or after that date if a Noteholder has not supplied an Australian tax file number (**TFN**), in certain circumstances an Australian business number (**ABN**) or proof of some exemption (as appropriate). Assuming that the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, then the requirements of section 12-140 of Schedule 1 to the TAA will not apply to payments to a Noteholder who is not a resident of Australia for tax purposes and is not holding the Notes in the course of carrying on business through a permanent establishment in Australia. Payments to other classes of Noteholders may be subject to

withholding where the Noteholder does not quote a TFN, ABN or provide proof of an exemption (as appropriate);

- (i) pursuant to section 12-315 of Schedule 1 to the TAA, the Governor-General has power to make regulations requiring withholding from certain payments to non-residents. It is not expected that any regulations will be made that will impact any payments in respect of the Notes (other than interest and other payments which are already subject to the current IWT rules or specifically exempt from those rules). Further, regulations may only be made if the responsible minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents;
- (j) payments in respect of the Notes can be made free and clear of the "supply withholding tax" imposed under section 12-190 of Schedule 1 to the TAA;
- (k) the Commissioner may give a direction under Section 255 of the Australian Tax Act or Section 260-5 of Schedule 1 to the TAA or any similar provision requiring the Issuer to deduct from any payment to any other party (including any Noteholder) any amount in respect of Australian tax payable by that other party;
- (l) neither the issue nor receipt of the Notes will give rise to a liability for goods and services tax in Australia on the basis that the supply and acquisition of Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST-free supply. Neither the payment of principal nor interest by the Issuer, nor the disposal of the Notes, will give rise to any goods and services tax liability in Australia. However, GST may not be recoverable on costs relating to the issue, receipt or transfer of the Notes; and
- (m) the Australian Tax Act contains a regime for the taxation of financial arrangements (referred to as the **TOFA regime**) that may apply to the Notes. The TOFA regime may be relevant to the taxation of Noteholders who are residents of Australia and who satisfy the threshold requirements for those provisions to apply. For Noteholders who are not residents of Australia and who do not hold the Notes in the course of carrying on business at or through a permanent establishment in Australia, the TOFA regime does not contain any measures that would override the exemption from Australian interest withholding tax available under section 128F of the Australian Tax Act.

Form of Pricing Supplement

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes under the Programme

[PRIIPs Regulation / Prohibition of sales to EEA retail investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPS REGULATION – PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPS Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / Professional investors and ECPS only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [**Consider any negative target**

market]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[Notification Under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are prescribed capital markets products (as defined in the CMP Regulations 2018) and are Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products]

Series No.: **[*]**

Tranche No.: **[*]**

Heritage and People's Choice Limited

(ACN 087 651 125)

Medium Term Note Programme

Issue of

[Aggregate Principal Amount of Tranche]

[Title of Notes]

The date of this Pricing Supplement is **[*]**.

This Pricing Supplement (as referred to in the Information Memorandum in relation to the above Programme) relates to the Tranche of Notes referred to above. This document constitutes the Pricing Supplement relating to the issue of Notes described below. Terms used in it are deemed to be defined as such for the purposes of the terms and conditions of the **[Senior]** **[Subordinated]** Notes set forth in the Information Memorandum dated **[*]**. This Pricing Supplement is supplemental to and must be read in conjunction with such Information Memorandum and the Note Deed Poll dated **[*]**.

[Include whichever of the following apply or specify as 'Not Applicable' (N/A). Note that the numbering should remain as set out below, even if 'Not Applicable' is indicated for individual paragraphs or sub-paragraphs.]

The particulars to be specified in relation to such Tranche are as follows:

1. Issuer: Heritage and People's Choice Limited (ACN 087 651 125)
2. Dealer(s): **[(ABN *)]**
[*] [(ABN *)]
3. Status **[Senior Notes/Subordinated Notes]**
4. Type of Issue: **[Private Placement/Non-Private Placement/Syndicated]**
5. Registrar: **[Specify]**
6. Calculation Agent: **[Specify, if a person other than the Issuing Agent is to make calculations]**
7. Issuing Agent: **[Specify]**

8. Currency: [Australian Dollars]
of Denomination
of Payment
9. Aggregate Principal Amount of Tranche: [Specify]
10. If interchangeable with existing Series and Aggregate Principal Amount of Series: [Specify if Tranche is to form a single Series with an existing Tranche or Series][Not Applicable]
11. Issue Date: [Specify]
12. Issue Price: [Specify]
13. Denomination: [Specify]
- The minimum subscription price for Notes issued by the Issuer in Australia will be A\$500,000 (or its equivalent in another currency, but in either case, disregarding moneys lent by the Issuer or its associates) or the issue or transfer does not otherwise require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act and the issue or transfer complies with all other applicable laws, regulations and directives.*
14. Fixed Rate Notes [Applicable/Not Applicable]
Interest:
- (a) Interest Rate: [Specify rate]
- (b) Interest Accrual Date: [Specify]
- (c) Interest Payment Dates: [Specify]
- (d) Applicable Business Day Convention: [Specify. If nothing is specified, the Following Business Day Convention will apply.]
- for Interest Payment Dates: [Specify]
- any other date: [Specify]
- (e) Definition of Business Day: [Specify any additional places or days]
- (f) Day Count Basis: [Specify]
15. Floating Rate Notes [Applicable/Not Applicable]
Interest:
- (a) Interest Rate: [Margin + Benchmark Rate (Condition 3.8)]/[Specify full determination provisions or formula]
- (b) Benchmark Rate [Specify, if not BBSW Rate]
- (c) Manner in which Interest Rate is to be determined: [Specify]
- (d) Margin: [Specify]
- (e) Interest Accrual Date: [Specify]

- (f) Interest Payment Dates: [Specify]
- (g) Applicable Business Day Convention: [Specify. If nothing is specified, the Following Business Day Convention will apply.]
- for Interest Payment Dates: [Specify]
- any other date: [Specify]
- (h) Definition of Business Day: [Specify any additional places or days]
- (i) Day Count Basis: [Specify]
- (j) Minimum Interest Rate [Specify]
- (k) Maximum Interest Rate [Specify]
- (l) Rounding [Specify]
- (m) Linear Interpolation [Applicable/Not Applicable – if applicable, provide details]
16. Other Notes: [Applicable/Not Applicable]
[If Applicable, specify terms]
17. Default Rate: [Specify]
18. Record Date: [Specify, if not as per the Conditions]
19. Maturity Date: [Fixed rate – specify date/Floating Rate – Interest Payment Date falling in or nearest to [Specify month]]
20. Redemption Amounts: [Specify, if not the Outstanding Principal Amount. If not the Outstanding Principal Amount, include any applicable minimum or maximum amounts]
21. Early Redemption Amount (Tax): [Specify, if applicable. Include any other relevant conditions, such as different notice periods]
22. Optional Early Redemption (Call): [Applicable/Not Applicable]
- (a) Relevant conditions to exercise of Call Option: [Specify]
- (b) Optional Redemption Amount (Call): [Specify call early redemption amount]
- (c) Optional Call Date: [Specify]
- (d) Early Redemption Date (Call) [Specify]
- 22A Early Redemption (Regulatory Event) Condition 6.6 [is / is not] applicable
Specify any relevant conditions to exercise of options [The Issuer may, by giving notice to Noteholders in accordance with Condition 13.2, elect to redeem all but not some of the Notes provided that:

(i) prior written approval from APRA is received; and

- (ii) a Regulatory Event (as defined in Condition 6.6) occurs.]
23. Optional Early Redemption (Put): [Applicable/Not Applicable]
- (a) Optional Redemption Amount (Put): [Specify put early redemption amount]
- (b) Optional Put Date: [Specify]
24. Events of Default:
- (a) Early Termination Amount: [Specify, if not the Outstanding Principal Amount or, in the case of any Notes which are non-interest bearing, the Amortised Face Amount]
- (b) Any additional (or modifications to) Events of Default: [Specify]
25. Selling Restrictions: [Specify any modifications of or additions to selling restrictions contained in Dealer Agreement.]
26. Clearing System(s): [Austraclear System / specify others]
27. Listing: [Not applicable / Australian Securities Exchange / specify details of other relevant stock or securities exchange]
28. Credit Rating: [Specify]
- A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.*
- Credit ratings are for distribution only to a person who is (a) not a 'retail client' within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Pricing Supplement and anyone who receives this Pricing Supplement must not distribute it to any person who is not entitled to receive it.*
29. Minimum transferable principal amount: [Specify]
30. Conditions: The Conditions of the Notes set out in the Information Memorandum dated [*] [as supplemented by this Pricing Supplement]
31. Other Relevant Conditions: [Specify any variation to the Conditions]
32. ISIN Code: [Specify]
33. Common Code: [Specify]

34. Relevant Business Centre: [Specify, if to be other than [Sydney] and the Agent is operating in that place]
35. Additional Selling Restrictions: [Specify][Not Applicable]
36. Public Offer Test [The Issuer intends to issue the Notes in a manner that will satisfy the public offer test under section 128F of the *Income Tax Assessment Act 1936* (Cth).]
37. Additional Information: [Specify][Not Applicable]
38. Provisions relating to Subordinated Notes:
- (a) Subordinated Notes [Applicable / Not Applicable] (if not applicable, delete the remaining subparagraphs of this paragraph 39)
- (b) Write-Off [Applicable / Not Applicable]

CONFIRMED

Heritage and People's Choice Limited (ACN 087 651 125)

By: _____

Authorised Officer

Date: _____

Selling and Transfer Restrictions

The Dealers have in the Dealer Agreement agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes.

The selling restrictions agreed between the Issuer and the Dealers are set out below. The restrictions may be amended from time to time by the Issuer, in accordance with the Dealer Agreement dated on or around 27 April 2021. In addition, the applicable Pricing Supplement may specify further selling restrictions agreed between the Issuer and the relevant Dealer in relation to any Tranche of Notes.

1 General

By its purchase and acceptance of Notes issued under the Dealer Agreement, each Dealer shall represent, warrant and agree that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the Notes or possesses or distributes this Information Memorandum.

If any Note is offered or sold outside Australia or to a non-Australian resident, the Dealer will comply with any additional selling restrictions specified in the Pricing Supplement relating to an issue or offering of Notes in a particular jurisdiction outside Australia or to a non-Australian resident.

This Information Memorandum does not constitute and may not be used as an offer or invitation in any place where, or to any person to whom, it would not be lawful to make the offer or invitation.

This Information Memorandum has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason.

The Notes are being offered and sold outside the United States to non U.S. persons in reliance on Regulation S.

This Information Memorandum does not constitute an offer to any person in the United States. Distribution of this Information Memorandum by any non U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

By its purchase and acceptance of Notes issued under the Dealer Agreement, each Dealer has agreed that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes and it will not directly or indirectly offer, sell, resell, re-offer or deliver Notes or distribute the Information Memorandum, any relevant Pricing Supplement, circular, advertisement or other offering material relating to the Notes in any country or jurisdiction except under circumstances that will result in compliance with all applicable laws and regulations.

The following selling restrictions apply:

2 Australia

This Information Memorandum has not been, and no prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Notes has been, or will be, lodged with or registered by the Australian Securities and Investments Commission (**ASIC**). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree with the Issuer, that, in connection with the distribution of the

Notes in Australia, unless the relevant Pricing Supplement (or another supplement to this Information Memorandum) otherwise provides, it:

- (a) has not made or invited, and will not make or invite, an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any Information Memorandum or any other offering material or advertisement relating to any Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternate currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a 'retail client' as defined for the purposes of section 761G and section 761GA of the Corporations Act;
- (iii) such action complies with any applicable laws and directives in Australia (including any applicable licensing requirements); and
- (iv) such action does not require any document to be lodged with ASIC.

Offshore Associates (as defined above) of the Issuer should not acquire the Notes upon their initial distribution unless they are acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act), or otherwise unless they are acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act).

3 United States of America

The Notes have not been and will not be registered under the Securities Act or any state securities laws and, unless so registered, may not be offered or sold within the United States or to, or for the account or benefit of U.S. persons, except pursuant to an exemption from, or in certain transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws.

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act (Regulation S).

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, it has not engaged or will engage in any directed selling efforts, except as permitted by the Dealer Agreement, it has not offered or sold the Notes of any identifiable tranche and will not offer, sell or deliver the Notes of such tranche:

- (a) as part of their distribution at any time; or
- (b) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Notes are a part, as determined and certified to the Issuing Agent by such Dealer (or, in the case of an identifiable tranche of Notes sold to or through more than one Dealer, by each of such Dealers with respect to Notes of an identifiable tranche purchased by or through it, in which case the Issuing Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or

benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons, as defined under Reg S.

The Notes are being offered and sold outside of the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Notes, an offer or sale of Notes within the United States by any dealer that is not participating in the offering of such tranche of Notes may violate the registration requirements of the Securities Act.

4 The United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (UK) (**FSMA**) by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

5 Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended) (as amended, **MiFID II**); or

- (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the ***Insurance Distribution Directive***), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the ***Prospectus Regulation***); and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

6 Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (***EUWA***);
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

7 New Zealand

Notes may not be offered in contravention of the Financial Markets Conduct Act 2013 of New Zealand (or any statutory modification or re-enactment of, or statutory substitution for, that Act) (***NZ FMCA***).

The Issuer does not intend that Notes be offered for issue or sale in circumstances requiring disclosure under Part 3 of the NZ FMCA.

Accordingly, no disclosure document has been or will be lodged or provided under the NZ FMCA.

Each Dealer has represented and agreed that:

- (a) it has not offered, delivered or sold, and will not offer, deliver or sell, directly or indirectly, any Notes; and
- (b) it has not distributed and will not distribute, directly or indirectly, this Information Memorandum or any information or other material that may constitute an advertisement (as defined in the NZ FMCA, as applicable) in relation to any offer of the Notes,

in each case in New Zealand other than:

- (a) to a person who is an investment business within the meaning of clause 37 of Schedule 1 of the NZ FMCA; or
- (b) to a person who is large within the meaning of clause 39 of Schedule 1 of the NZ FMCA; or
- (c) to a person who is a government agency within the meaning of clause 40 of Schedule 1 of the NZ FMCA; or
- (d) For the avoidance of doubt, Notes may not be directly or indirectly offered, delivered or sold to any person solely because that person is an “eligible investor” (as defined in clause 41 of Schedule 1 to the NZ FMCA) or that person meets the investment activity criteria specified in clause 38 of Schedule 1 of the NZ FMCA.

8 Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **Financial Instruments and Exchange Act**). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

9 Hong Kong

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes, except for Notes which are a 'structured product' as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**), other than (a) to 'professional investors' as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a 'prospectus' as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMPO)**) or which do not constitute an offer to the public within the meaning of the C(WUMPO); and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to 'professional investors' as defined in the SFO and any rules made under the SFO.

10 Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Information Memorandum has not been registered as a

prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**), pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

11 Variation

These selling restrictions may be amended, varied, replaced or otherwise updated from time to time in accordance with the Dealer Agreement. Any change may be set out in a Pricing Supplement or in another supplement to this Information Memorandum.

Directory

Registered Office of the Issuer

400 Ruthven Street,
Toowoomba QLD 4350

Arranger and Dealer

National Australia Bank Limited

ABN 12 004 044 937
AFSL 230686
Level 25, NAB House
255 George Street
Sydney, NSW 2000

Legal Advisors

To the Issuer

Allens

101 Collins Street
Melbourne Vic 3000

To the Arranger and Dealer

Ashurst

5 Martin Place
Sydney, NSW 2000

Issuing Agent and Registrar

Austraclear Services Limited

20 Bridge Street
Sydney NSW 2000