Current Terms and Conditions for Commonwealth Portfolio Loan.

Effective 28 April 2026

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VERSION INFORMATION

Issued 01 July 2017 as "Current Terms and Conditions for Business Finance" as a booklet together with:

- Memorandum of Provisions for Land Mortgages
- Security Interest Provisions for General Security Interests and Asset Security Interests.

Renamed 30 April 2018 as "Current Terms and Conditions for Commonwealth Portfolio Loan" and abridged. For SuperGear customers, see **commbank.com.au/ctcsg** (for Current Terms and Conditions).

For Facilities other than SuperGear or Commonwealth Portfolio Loan, see:

- **commbank.com.au/ctcbf** (for Current Terms and Conditions); and
- **commbank.com.au/mopsip** (for the latest versions of the Memorandum of Provisions for Land Mortgages and Security Interest Provisions for General Security Interests and Asset Security Interests).

* Business Credit Card will no longer be available for sale from March 2014.

Current Terms and Conditions for Commonwealth Portfolio Loan

WHY READ THIS BOOKLET

[THIS SECTION HAS BEEN ABRIDGED]

This document defines the basic obligations of customers who obtain commercial finance from the Commonwealth Bank of Australia and of customers and guarantors who provide Security.

If there are any inconsistencies between the general terms and conditions in Part A and the Part applicable to the type of Facility, the terms and conditions in the applicable Part prevail.

You should also read Meanings of words (Part F),

so that you know what certain words used in this document mean.

WHY YOU NEED TO KNOW THE TERMS & CONDITIONS

It's important that you take the time to read and understand all of the general terms and conditions and any product-specific terms and conditions that apply to your Facility.

When you take out a Facility, you sign a Contract with us that defines what you have to do in return for receiving the Facility. Knowing your obligations and the consequences of not meeting them is essential.

WHAT HAPPENS WHEN YOU SIGN

By signing the Offer Document that defines the details of your Facility, you are agreeing to abide by all of the terms and conditions in this document. These include obligations to keep us informed of changes in your circumstances.

It is important to understand that we take no responsibility for any decision you make to enter into this Contract.

NEED MORE INFORMATION?

If you're not completely sure that you understand the terms and conditions in this document, we recommend that you get legal or financial advice. You can also get more information by talking to your relationship manager, business banker or broker, or by calling us on **13 1998**.

BANKING CODE OF PRACTICE

The relevant provisions of the Banking Code of Practice apply to the Facility if you are an individual or a small business that:

- has fewer than 20 full-time (or equivalent) people, or
- manufactures goods and has fewer than 100 full-time (or equivalent) people.

IF YOU HAVE A COMPLAINT

Please contact your relationship manager or the manager of the department that handles the matter and explain the problem.

Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, please contact our Customer Relations team: at commbank.com.au/contact-us/compliments-complaints

- by telephone on **1800 805 605**
- by facsimile on **1800 028 542**
- or by writing to us, care of:

Customer Relations
Commonwealth Bank Group
Reply Paid 41
Sydney NSW 2001

When we receive your enquiry or complaint, we will investigate the cause of your concern and respond to you as quickly as possible. If we can't resolve the matter quickly, we will keep you informed of progress.

If after giving us the opportunity to resolve your complaint, you feel we have not resolved it satisfactorily, you may also lodge a written complaint with the Australian Financial Complaints Authority at:

Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne Vic 3001

Phone: **1800 931 678**

Email: **info@afca.org.au**

Website: **www.afca.org.au**

PRIVACY INFORMATION

You should read the information on our privacy and information practices in Part G.

SANCTIONS AND REFUSING SERVICE

Australia, as a member state of the United Nations, is obliged to implement United Nations Security Council sanctions. Australia also may be required to implement other international sanctions and sometimes imposes unilateral sanctions. Sanctions can cover various subject matters including financial restrictions. Consequently, the Bank may be prohibited from dealing with certain persons or entities.

This means that if we are aware that you are a proscribed person or Entity, then we may be required to suspend, cancel or refuse you services or close or terminate any account, Facility, transaction, arrangement or agreement with you.

We may also be required to freeze your assets. You could incur significant costs as a result of these actions.

NATIONAL CREDIT CODE

The National Credit Code regulates all credit provided to individuals in Australia for predominantly personal, domestic or household purposes or for investment in residential property. It does not apply to borrowings used mainly for business or investment (other than in residential property) purposes nor loans to companies nor Norfolk Island residents.

Under the National Credit Code we must tell you what your rights and obligations are before you enter into any credit arrangement. The law requires us to fully disclose relevant information about your arrangement in a written Contract, including Interest rates, fees, commissions and other information.

Please read the Credit Guide in Part J if we may enter into a credit Contract with you regulated by the National Credit Code. It describes our obligation not to enter into an unsuitable Contract with you.

Further information about your Contract and the National Credit Code is set out in Part K.

1. Current Terms and Conditions for Commonwealth Portfolio Loan.

28 April 2026

A: GENERAL TERMS & CONDITIONS

This chapter contains the terms and conditions that, unless otherwise stated, apply to all the types of Facilities in this document. You should read these terms and conditions as well as those that are specific to your Facility type.

A1: CONDITIONS YOU NEED TO MEET BEFORE WE PROVIDE THE FACILITY

This section explains the basic conditions we require you to meet for us to give you the Facility and when we can withdraw our offer to provide the Facility.

Unless our offer of the Facility has lapsed or been withdrawn, we will only provide credit or other accommodation under the Facility if you have complied with the following conditions:

Identity check	• We have identified you (and, if you are a trustee, all beneficiaries of your trust) and anyone else authorised to operate the Facility.
Information we require	• You have given us all the information we have asked for, and it is complete, correct and not misleading.
Your age	• You are at least 18 years old.
Bankruptcy	• You are not an undischarged bankrupt and have not assigned your estate or made any other arrangements with your creditors.
Default	• You are not in default under any term or condition of the Contract.
Security	• We are satisfied with the valuation and title to the property or goods being used as security for the Facility. • You have done everything and paid any amounts required to give us the interest we require in the security property. • The Guarantor (if we have asked for a Guarantee) has not withdrawn or given notice to limit their Guarantee or become an un-discharged bankrupt.
Your account and our loan authority	• You have an account with us or another acceptable institution and have authorised us to debit that account with your payments and all fees and charges, or other amounts you must pay under the Contract. • You have given any authority we require.

Documentation	• We have received all relevant documents from you. • All documents provided by you have been properly executed and are enforceable. • You have provided properly completed additional documents and forms as we reasonably require (in a form acceptable to us).
Insurance	• If we so direct, you must have insured the Security Property with a reputable insurer to the level and against the risk we require. • You have given us evidence that you are so insured. • The insurer agrees to provide insurance if we require Lender's mortgage insurance.
Additional conditions	• Any additional conditions set out in the Offer Document.

Progressive funding

If the Facility is to be funded by progressive drawings, you must also satisfy our requirements for the funding of each drawing.

For example, for each drawing we may require satisfactory evidence of the value of work completed, reports from persons we nominate, or both.

Facility maturity

The Amount Owing is payable at the maturity date. You acknowledge that we are not required to refinance any residual balance of a Facility as further set out in clause A.5.6.

Counterparts

The Offer Document may be executed in any number of counterparts. All of those counterparts taken together are deemed to constitute one and the same instrument.

Trustees

If you are a trustee, other conditions apply
(see A.11 Trustees).

A2: WHEN WE CAN WITHDRAW OUR OFFER

Except as otherwise stated, we can withdraw our offer to fund a Loan or provide financial accommodation if we don't receive a signed copy of the Offer Document within one month of us sending it to you or your agent.

For some products this period is two months (see the relevant product specific terms & conditions).

When we receive your signed copy of the Offer Document you must use the Facility within one month unless we specify a different period in the Offer Document. If you don't we may cancel the Facility.

We will keep this offer open for a longer period if:

- you provide these documents and agree to pay us in advance a monthly commitment fee, and
- all conditions we require before funding have been satisfied.

We can withdraw our offer or cancel a Facility at any time prior to your use of the Facility if we reasonably consider that, due to a change in your financial circumstances, you will not be able to meet your obligations under the Contract.

We may also cancel the Facility if you do not meet all conditions before funding.

If the terms in respect of a Fixed Rate Period:

- have not been agreed within one month of the date we receive a signed copy of the Offer Document then (subject to our right to withdraw from the Facility), you authorise us to debit any of your accounts with us a monthly commitment fee in accordance with the Letter of Offer or as otherwise agreed; or
- have been agreed but the Facility is not fully funded on the date agreed, then we may in our discretion cancel the Facility.

A3: GENERAL PROVISIONS

You must carry out all of your obligations on time.

A3.1: Helping us

You must do anything we reasonably ask to enable us to obtain effective title of the security property and as we reasonably require to:

- exercise our rights
- provide a more effective Security over the Security Property or to perfect the Security over the Security Property
- perfect the Security over any bank accounts or any other property, which are part of the Security Property
- enable us to register or perfect the Security with the agreed priority, including any registration required or permitted by law
- determine whether you are complying with the Contract.

You:

- irrevocably authorise us to date and fill in any blanks and to make amendments (where the amendments are consistent with information provided by you or your representative) in or to any Real Property Mortgage or other document you sign now or in the future to enable us to register the Security and to ensure you give us the Security Interest we require;

- acknowledge that we investigate the title to the Security Property for our own purpose only and we are not responsible to you for that investigation and are not liable if there subsequently proves to be any defects in respect of the Security Property; and
- acknowledge that the Security covers all moneys which the Borrower owes to us now or in the future under the Offer Document and any facility you have acknowledged that it extends to.

You must:

- provide to us all negotiable instruments which are part of the Security Property and all documents of title or certificates (for example, share certificates) relating to the Security Property
- allow us to obtain possession or control of any negotiable instruments or marketable securities or other similar interests, in any case, which are part of the Security Property
- ensure that all property which is intended to be subject to the Security is subject to it, and
- show us whether you are complying with the Security.

A3.2: Keeping us informed

You must ensure that you are not in Default under the Contract and tell us within 30 days if you become aware that you, or a party to the Contract, is in material Default or about to materially Default.

You must tell us if:

- you change your address or contact details
- you believe we have made an offer to you that is not specified in the Offer Document or Account Confirmation Document
- anyone is appointed to investigate your affairs or those of a Guarantor
- any Security Property is materially contaminated or has any environmental clean up notice issued
- there is any material litigation, dispute or claim made against you or your business.

If we ask, you must give us any information or documents we, acting reasonably, require that might affect:

- the Security Property, or
- the Security Interest.

If we ask, you will promptly tell us the serial numbers of any serial numbered goods that are part of the Security Property.

A3.3: Keeping records and providing financial information

You must keep proper accounts and records according to current laws and generally accepted practices that give a true and fair view of the state of your financial position. You must give us copies of them on our request, acting reasonably.

We can require at any time that your Accounts be audited or that you supply us with any information we reasonably require about you, your business or related matters, including information to comply with any laws (e.g. anti money-laundering).

Company accounts and information

You must give us copies of:

- your Accounts and those of all related parties whenever we reasonably require them
- a certified copy of your constitution, if we ask for it
- un-audited Management Accounts within 35 days of the end of each month if we ask for them.

You must also give us the following company information each year within 120 days of the end of the financial year:

- copies of your annual Accounts
- balance sheets and income statements for your directors, shareholders, proprietors and Guarantors
- monthly cash flow projections for the following financial year
- a list of all outstanding accounts payable and receivable, noting how long they have been outstanding
- a list of stock you hold.

A3.4: Changes to your company

Material changes to your company

You must not materially change the form, nature, or beneficial ownership, management or Control of the company without our consent. If you become aware of any such change you must inform us in writing within 10 days.

You must inform us in writing if any Entity becomes a related party where the Bank provides or is committed to provide financial accommodation to that Entity.

Cross-Guarantee

You must not enter into a Cross-Guarantee without our written consent. If you have already entered into a Cross-Guarantee you must not revoke, cancel, waive or change any aspect of it without our written consent.

If you become aware of any proposal that you should enter into a Cross Guarantee, or that you should revoke, cancel, waive or change aspects of an existing Cross Guarantee you must inform us in writing within 10 days.

Borrowing or raising money

If you wish to borrow or raise money exceeding $5000 (other than to repay the Facility in full) which could

have a Material Adverse Effect, you should obtain our prior written consent. We will not unreasonably withhold consent.

A3.5: Electronic Transactions

Access to transactions on and instructions given for Loan Accounts and Facilities through CommBiz are subject to the CommBiz Terms and Conditions. Transactions on, access to and instructions given for Loan Accounts and Facilities through electronic terminals and NetBank are subject to our Electronic Banking Terms and Conditions.

Transactions through CommBiz, NetBank or electronic terminals on most accounts are processed on the day they are made or scheduled to occur. However, due to processing requirements, some such-transactions made in the early hours of one day may be processed as if the transaction was made the previous day.

A3.6: Authorised Representatives

Appointment

You appoint the Authorised Representatives to separately act as your agent to give us oral instructions (including by telephone), written instructions or electronic instructions (including by facsimile or e-mail or, if available, through CommBiz or NetBank) (Instructions) and agree terms in connection with any Facility (and where there are multiple Borrowers, each Authorised Representative is authorised to act on behalf of all of the Borrowers). For example, an Authorised Representative may do the following:

- request drawdowns and redraws
- withdraw and transfer funds
- provide payment instructions
- give and cancel authorities for periodical payments
- overdraw a Loan Account to any extent
- we allow;
- agree interest rates and interest periods
- agree repayment amounts and frequency
- request rollovers
- if a Bill Facility is provided, give instructions in connection with Bills, for example, whether the Bills are to be drawn or endorsed, agree the discount rate, agree the face value and the term, draw Bills on the third party drawer's behalf and provide payment instructions
- agree the necessary particulars if any Facility is varied or added under the Contract or at the end of any Fixed Rate Period
- agree the particulars necessary to complete any agreement ancillary to any Facility under the Contract, including any derivative agreement or any other arrangement relating to the hedging of the interest rate under any Facility
- sign any additional authority which appoints another Authorised Representative
- obtain statements of account and any information required concerning the account(s) generally

- elect, where applicable, on your behalf to receive statements of account and notices electronically (instead of by mail,) by us making them available on our NetBank or CommBiz service and sending you an email notification, and cancel that election
- change the mailing address or your email address including, if you have elected to receive statements of account and notices electronically, the email address which we notify that statements and notices are available;
- agree the terms for each of the above matters.

Further terms

The appointment is subject to the following terms

- we are authorised to rely on all Instructions apparently received from any person who is or purports to be an Authorised Representative and we are not obliged to enquire whether the person with who we are speaking or from who we have received written Instructions is the Authorised Representative they purport to be or to enquire whether any act purporting to be done in accordance with this authority is a proper exercise of that authority; and
- you release us from all liability arising from, and indemnify us for any loss which we may incur as a result of, this appointment reduced to the extent of our negligence, wilful misconduct or fraud.

We will not accept instructions through CommBiz or NetBank from an Authorised Representative unless you have signed our usual form of authority to receive instructions through CommBiz or NetBank.

Cancellation

You or we may cancel any appointment on written notice to the other specifying the date of the authority and the Authorised Representative who the cancellation applies to.

This authority is in addition to and not in substitution for any existing authority in connection with any Facility and will not be revoked by any other authority given by you to us unless we agree otherwise in writing.

A3.7: Power of attorney

You irrevocably appoint each of our Authorised Signatories separately as your attorney. Each attorney can at any time:

- draw, sign, accept and present on your behalf (whether as drawer or acceptor) any Bills drawn in accordance with a Bill Facility
- complete or change any aspect of a Schedule or other Offer Document that is incomplete or inaccurate
- do all acts to make the Contract complete and enforceable
- endorse any negotiable instrument.

If you are in Default, each attorney can:

- do anything you must do under the Contract
- sign any document to help us transfer legal title of the Security Property if we sell it
- do any other act to protect our interest under, or enforce, the Security
- delegate their powers (including this power) and revoke a delegation.
- you indemnify us against all costs and losses which may incur in respect of this power of attorney reduced to the extent of our negligence, wilful misconduct or fraud.

A3.8: How we fund the Facility

We will fund the Facility:

a. by paying the Facility in accordance with the Contract and your written instructions or, at our discretion, your electronic or verbal instructions; or

b. in accordance with any instructions received from your solicitor or other financial institution to complete the purchase, sale or transfer of security; or

c. when you or anyone you authorise asks for credit in a manner approved by us (for example, by having a cheque presented to us for payment or by a withdrawal at an electronic terminal).

At the same time, if your Facility is a Loan, we will record your debt with us by debiting the Loan Account.

A3.9 Authority to debit Account

For the purpose of complying with any instructions given in accordance with clause A.3.8, you authorise us to debit any moneys in excess of the amount of the loan/facility given to you by us, to an account you have with us which you nominate.

A4: THE-SECURITY PROPERTY

'Security property' means property provided as collateral for a Facility that, in substance, secures payment or performance of an obligation under the Facility. This could be real estate, a car, a piece of equipment, shares or any other asset we consider acceptable.

This section explains what you agree to do to make sure that the security property remains valid while you pay off the Facility.

A4.1: Providing security

You must secure the Facility in the form we reasonably require as described in the Offer Document. At all times, we must be satisfied with the valuation and title to the Security Property.

You must do everything and pay any amounts reasonably required to give us, and to maintain, the Security Interest we require in the Security Property.

A4.2 Looking after the Security Property

You must keep the Security Property for the Facility in good condition and working order.

You and any Grantor must also:

- tell us as soon as reasonably possible if the Security Property is lost, stolen or damaged in any material way
- where the Security Property comprises specialised equipment, ensure that Security Property is only used or operated by qualified people
- repair the Security Property as we reasonably direct, at your expense
- not allow anything to happen that would enable any person or court to seize the Security Property lawfully, in payment for any debt or obligation of yours
- not move the Security Property except as permitted under the Security Interest, or do anything that might materially reduce its value or put our Security Interest in it at risk
- allow us to inspect the Security Property whenever we ask to on reasonable notice
- comply with all legal requirements relating to the Security Property.

Real property as security

If the Security Property is real property (such as land), you and any Grantor must:

- comply with the Environmental Laws applying to the Security Property
- take all reasonable measures to detect and prevent any offence under the Environmental Law
- ensure that the Security Property is not contaminated and does not pollute so as to cause notices or complaints from any environmental or regulatory authority
- ensure that the occupation and use of the Security Property doesn't breach Environmental Law
- ensure that there are no outstanding notices or complaints from any environmental or regulatory authority
- ensure that there is no proposal to revoke, suspend, modify or not renew any authorisation or approval under any Environmental Law relating to any Security Property or the conduct of any business on a Security Property
- ensure that no proceedings or suits have started, no Court Orders have been issued and no penalty has been imposed for an offence under any Environmental Law which could have a Material Adverse Effect.

You must tell us within 30 days if you believe that you can't meet any of these obligations.

Environmental assessments

You must comply with all relevant Environmental Laws or standards that apply to the Security Property and conduct assessments or environmental audits at our reasonable request, using experts of our reasonable choosing and at your reasonable expense. You must give us the expert's findings in a signed written report.

A4.3 Dealing in the Security Property

You must not:

- sell, mortgage, pledge, charge, let, hire or otherwise dispose of the Security Property without our permission except as permitted under the Security Interest
- deposit the Security Property with anyone else as security or payment for a debt or obligation.

A4.4 Priority

If the Security Property already has an existing mortgage or charge or Security Interest over it, then you must establish a priority position with the current mortgagee, chargeholder or holder of the Security Interest that is satisfactory to us.

A4.5 Insuring the Security Property

This clause does not apply to SuperGear Facilities. SuperGear Facilities are subject to specific insurance requirements specified in the SuperGear customer agreement (see Section C. SuperGear).

Maintaining insurance

If we have told you we require any insurance, at all times you must maintain that insurance with a reputable insurer to the level and against the risk we reasonably require and give us evidence that you have it.

You must insure the Security Property with a reputable insurer for its full value at all times against all usual risks, at your own expense. The insurance Contract must note our interest as mortgagee, holder of a Security Interest or owner, and you agree to assign us your rights under the policy if we reasonably request it.

You must also:

- tell us promptly if something happens to the Security Property that could result in a material insurance claim
- give us evidence of the insurance cover whenever we ask for it
- ensure that the policy is not cancelled or reduced, and tell us immediately if this happens or is likely to happen.

Making insurance claims

You must make all insurance claims you are entitled to make which affect the value or the condition of the Security Property. If the insurer refuses all or part of a claim you must tell us promptly. We can take over your rights to pursue or settle a claim on reasonable terms at any time.

You must also ensure that the insurer pays the proceeds of any claim which affect the value or the condition of the Security Property to you or to us or as we direct.

If you receive the proceeds of a claim which affects the value or the condition of the Security Property, you must tell us promptly, hold the proceeds for us and use them as we direct.

What happens to claim money we receive

If we receive the proceeds of a claim, from the date we get the money we will use it to do any of the following:

- repair the Security Property (if possible)
- pay anyone with a previous claim on the money
- pay the Amount Owing on the Facility.

If any money is left over, we will pay it first to anyone else who is legally entitled to it, then to reduce any other debt you owe us secured by the Security Property and then pay any remainder to you.

A4.6 Inspecting the Security Property

If we do an inspection or valuation of the Security Property, and we require you to pay for the inspection or valuation, a copy of the associated report can be made available to you upon request unless you are in default.

A4.7 Other securities

You agree that any other security as set out in an Offer Document, or which you acknowledge will secure your obligations, will, along with the original security, secure all amounts you owe now or in the future under this Contract.

A4.8 Changing Security

This clause A.4.8 only applies to BetterBusiness Loans, Bill Facilities, Market Rate Loans, Lines of Credit, Overdrafts, Capital Equity Facilities, Multi-Option Facilities and Trade Finance.

We will, on a case-by-case basis, consider any request by you to substitute Security for the Facility if all Security Providers and all Guarantors consent to the change and the value of Security over the substitute Security Property is to our reasonable satisfaction. You cannot make the request if you are in Default. We can impose reasonable conditions such as requiring payment of our usual fee and a simultaneous discharge of the existing Security and provision of the new Security.

A5: PAYMENTS

This section explains what we expect you to pay, when and how.

A5.1 What you pay

The Offer Document or Account Confirmation Document defines the amount of your repayments. If we agree with you to change repayments we can confirm the change in the Account Confirmation Document.

The Account Confirmation Document will be available through NetBank or can be provided to you on request.

Principal

Unless you have an interest-only Loan, you must repay a portion of the principal of any Loan in each repayment. If the Term of your Loan exceeds the interest-only period, and the interest- only period has expired, your repayments will include a portion of the principal along with interest payments until the Loan has been fully repaid even though the Offer Document or Account Confirmation Document may not have specified those principal repayments.

Interest

You must pay an amount of interest on the principal of any Loan in each repayment. See Calculating and paying interest on page 19 for more information.

Fees

The Offer Document or Account Confirmation Document defines the amount of the fees and when you must pay them. By signing the Offer Document or Account Confirmation Document you agree to pay these amounts at those times.

You must also pay:

- all duties, fees, taxes (excluding taxes on our income), charges and legal fees connected with the Contract and any transaction under it, as well as any interest, penalties, fines or expenses in connection with these duties
- any reasonable costs that we incur because you have failed to do something that you must do under the Contract
- our usual transaction fees and charges
- our reasonable Costs of enforcing the Contract and any security
- we may also debit your Nominated Account or Loan Account to pay amounts in connection with the Security Property where you have failed to pay by the due date, without informing you in advance.

If you have to pay any taxes or duties of any kind from an amount you owe to us, you must:

- pay these amounts on time to the relevant authority
- pay us the amount deducted so that we receive the full amount you owe us
- pay us the amount of any taxes or duties that we incur if you have had to pay us more under the preceding dot point.

If we can apply for a refund or credit of any of these taxes or duties, and you have met the above requirements, we will do our best to apply for the refund or credit and pay whatever part of it is owed to you.

Fees if you terminate before funding

If you terminate the Contract before we provide the Facility, we can keep the fees and charges accrued under the Contract or demand payment of them.

Other amounts

If an amount becomes owing that is not specifically defined in the Offer Document or Account Confirmation Document, you must pay it when we reasonably ask you to.

A5.2 When you pay

The offer Document or Account Confirmation Document defines when the first and each subsequent payment is due, until the end of its Term. If we change any aspect of the payment frequency during the Term, we will write to you in advance.

If the Loan is not repaid at the end of its Term, we may require you to repay it in full at any time but until we do, we will continue the Loan on an interest only basis.

We can debit any and all fees, charges, duties and taxes to your account whenever they become due. We will use any payment you make to pay these amounts before applying the payment to the Facility itself.

Payment dates

You must make the payment on the Facility at the frequency defined in the Offer Document or Account Confirmation Document (e.g. monthly) or Part B Specific terms and conditions.

If a payment is due on the 29th, 30th or 31st day of a month that does not have that date, we will deduct the payment on the last day of that month.

A5.3 How you pay

The Offer Document or Account Confirmation Document defines how you intend to make repayments. Clause A.7.4 describes how changes to repayments may occur.

Cheques

Some Facilities allow you to pay by cheque. If you pay by cheque you must allow time for the cheque to clear by the payment date. If the cheque is not honoured then we treat the payment as if it had never been made.

Direct debit

If the Facility allows you to pay by direct debit, you must nominate a Nominated Account acceptable to us from which we will draw repayments and fees and charges or arrange for an Acceptable Third Party to give us an authority to debit repayments and fees and charges to a Nominated Account. You authorise us to debit from your Nominated Account, or must arrange for an Acceptable Third Party to give us an authority to debit their Nominated Account with, payments of principal, interest and all fees, charges, taxes, duties you owe us until the loan

has been fully paid out even after the loan has passed its contracted maturity date. You can revoke your authority only if you give us authority to debit another account or when we have received all the amounts you owe us. If an Acceptable Third Party cancels the authority they have given us, you must nominate another Nominated Account and give us an authority to debit that account.

You must ensure that this Nominated Account is open and contains enough money to cover each payment on the day it is due to be debited.

If the Nominated Account doesn't have enough money in it on the payment date we can:

- debit the account at a later date with all or part of the payment due
- debit the account anyway (this is not considered a waiver of our right to enforce the Contract) and charge you an overdrawing fee
- debit any or all of the amount from any other accounts you have authorised us to debit for that Facility, without informing you in advance
- treat the payment as if it had never been made, in which case we can charge you a fee and cancel the direct debit if we choose.

If a Nominated Account is closed, we may debit any other account in your name with amounts which otherwise would have been debited to the Nominated Account.

A5.4 Allocating payments

If you have more than one Facility and don't pay the required amount on each of those Facilities (or pay more than the required amount), we can decide how to allocate any payment you make, unless you specify how you want the payment allocated.

Multiple accounts

If your Facility is a Loan with multiple accounts or sub-accounts and the Nominated Account doesn't have enough money in it on the payment date, we can take the interest payment from any of these accounts.

A5.5 Account details

Changing account details

If you want to change the details of the Nominated Account in any way you must tell us by visiting a branch or contacting your Relationship Manager. Changes can take up to 21 days to take effect.

A5.6 Residual Balance

The Bank may consider re-financing the Residual Balance at the Facility maturity date. Any request to refinance the residual balance should be presented to the Bank at least two months prior to the Facility maturity date along with latest financial data and would be considered by the Bank on a fresh transaction basis.

Any request to refinance the residual balance would be subject to the Bank's credit policies and processes at that time. No commitment is given or implied that the Bank will refinance the residual balance at the Facility maturity date.

A5.7 Mistaken Credits

If we are reasonably satisfied that funds have been paid to your Loan Account due to a Mistaken Internet Payment (MIP) and there are sufficient credit funds in your Loan Account, we may debit your Loan Account with the amount of the MIP and return the funds to the payer or their financial institution. Where a claim of a MIP is made within 10 business days after the payment was made we may debit your Loan Account without giving notice to you. Where a claim of a MIP is made between 10 or more business days and 7 months after the payment was made we will notify you if we propose to debit your Loan Account with the amount of the MIP and, before we returning them, allow you 10 business days to establish that you are entitled to the funds. We may prevent you from withdrawing the amount of a claimed MIP from you Loan Account while we investigate that claim, including while we wait on and consider your response to any notification we send you.

A6: IF YOU DEFAULT

This section explains how you can get into default and what happens then.

A6.1 When are you in Default?

You are in Default in the following situations:

Failing to pay

- you don't pay any amount owed to us on time
- you have to pay any present or future debts exceeding $5,000 owed to a third party earlier than expected because of default, or you don't pay your debts exceeding $5,000 to a third party when they are due
- you, a Guarantor or a Grantor become Insolvent or subject to any form of administration, or a receiver or manager is appointed over any of your assets
- you, a Guarantor or a Grantor stop paying creditors generally, admit that you or they can't pay your or their bills, or stop carrying on business (or threaten to)
- you, a Guarantor, a Grantor or indemnifier is in default on any Security given to us for the Contract
- if a court or any other authority issues an order or attachment notice over money we owe you, a Guarantor or a Grantor which is not set aside
- we decide that you or anyone associated with the Facility is a Proscribed Person.

Companies

If you are a company you are also in Default if:

- you take any action to start winding-up
- the appointment of an administrator or provisional liquidator is proposed or approved
- we decide there has been any unacceptable material change in the legal or beneficial ownership, management or Control of the company or any Related Party

- an Entity that has borrowed money from us becomes a Related Party and we decide that the aggregate amount lent to both is too high
- a receiver is appointed over the company or any part of it
- you, a Guarantor or a Grantor are deregistered

General

- you don't keep to the other terms and conditions of this Contract or any other Contract you have with us
- anything happens that in our reasonable opinion could have a Material Adverse Effect
- you propose or enter into any arrangement with your creditors in respect of present or future liquidity problems
- you or anyone else connected with the Facility or Security gives us incorrect or misleading information, at any time the result of which materially increases our credit risk or the risk attached to the security provider or the guarantor.

The Security Property

- the goods or property being used as security are lost, stolen, seized, sold or damaged beyond repair which could have a Material Adverse Effect
- a court order is issued against the Security Property or any of your assets which could have a Material Adverse Effect

Each of the above situations is a separate event and this clause is to be read as if such situation was a separately expressed event constituting a Default under the Contract.

A6.2 What happens when you are in Default?

We may send you a default notice

If you are in Default we can choose to enforce this Contract. If we decide to do this we will give you a default notice except as set out below.

The notice will tell you what the Default is and ask you to fix it by a specified date. It will also contain any information the law requires us to give you.

If you can fix the Default, you have the time specified in the notice to do so after we give you the default notice. If we give you a notice, you will be given at least 30 days to fix the Default. If you have not fixed it by then we can enforce the Contract.

In some circumstances we do not have to give you a notice under the National Credit Code. For example, a court may excuse us from giving a notice or we may have made reasonable attempts to locate you without success.

Unless it is required by law, we do not have to give you a notice or wait for the Default to be fixed where we believe on reasonable grounds that:

- you cannot fix the Default (for example, an administrator or receiver is appointed to you; a petition is granted or order is made for your bankruptcy or winding-up; you enter an

arrangement under Part X of the Bankruptcy Act 1966 (Cth) or a scheme of arrangement with your creditors);

- we were induced by your fraud to enter into the Contract,
- urgent action is necessary to protect the Security Property, for example, that the Secured Property may perish before the end of 14 days (excluding public holidays) after the day we take possession or control of the Secured Property.
- that you have removed or disposed of the Secured Property or intend to remove or dispose of the Secured Property without our permission;
  - we have made reasonable attempts to find you without success; or
  - a court authorises us to begin Enforcement Proceedings.

If you don't fix the Default

If you don't fix the Default within the time specified in any notice, or if we do not give you a notice, we can:

- cancel this Contract and any other Contract
- decide that all amounts you owe us are due immediately, without further notice (if the Loan is subject to the National Credit Code, we will tell you in the notice if we may do this)
- increase the interest rate or interest margin and remove any interest concession or margin on giving 10 business days' written notice
- debit any account you have authorised us to debit
- sue you for the money you owe us
- take possession of the Security Property, sell it or appoint a receiver to do so
- decide not to give you any un-drawn portion of the Facility
- decide not to comply with any other of our obligations under the Contract
- refuse any of your transactions or those of a Proscribed Person
- cancel any Facility
- stop providing a product or service
- refuse our consent to any dealings with you or any Guarantors
- do anything else the law allows us to do.

We can exercise these rights despite any delay or previous waiver of these rights unless we have expressly agreed not to or it would be unconscionable to exercise that right later.

Taking possession

If we decide to take possession of the goods or Security Property, you must do everything reasonably necessary to make sure we can. If we appoint a receiver or other controller, they can do anything they think is in our interests and delegate their powers (with our written consent).

Expenses and damages

You must pay us for any reasonable expenses we incur in exercising our rights under the

Contract, including Break Costs. We can set off against the amount you owe us, any amount we owe or may owe to you in the future (for example, interest we owe you on an un- matured term deposit).

If part of your Facility is at a fixed rate, you must also pay our reasonable estimate of the loss we will incur because of the Facility not continuing to the end of the Fixed Rate Period.

A7: CALCULATING AND PAYING INTEREST

Interest is the price you pay to use the money we lend you. This section explains how we calculate it and how you agree to pay it.

A7.1 How we calculate interest

We start calculating interest daily from the day we lend you the money. We calculate the daily rate by dividing the Interest rate defined in the Offer Document or Account Confirmation Document by 365 (even in a leap year). If the Interest rate is variable, it may change from day to day.

After we have completed the processing of transactions to the Loan Account, we will calculate interest on the last calendar day of each month, or of any other agreed interest charging cycle, and charge interest and fees the next day.

Interest in advance

Some Loans allow you to pay interest in advance. If we agree to this we charge interest from the first day of the advance period, and for the whole period, on the first day.

A7.2 Default Interest

This clause only applies to BetterBusiness Loans, Bill Facilities, Market Rate Loans, SuperGear, Commonwealth Portfolio Loans, Business Lines of Credit, Agribusiness Lines of Credit, Overdrafts, Capital Equity Facilities, Trade Finance and Contingent Liabilities and Multi-Option Facilities.

You must pay us Default Interest on any amount (including interest) which you fail to pay on the due date. We charge Default Interest:

- at an Interest rate equal to our monthly Overdraft Index Rate plus a margin of 4.5% per annum (except Commonwealth Portfolio Loans where the interest rate for the excess credit will be 2% higher than the interest rate applying to the loan at the time), and
- daily on the overdue amount from the due date of payment of the amount until the amount is paid.

You must pay any Default Interest on the day you pay off the Loan, unless you have already paid it. This does not affect your obligation to make all payments on time.

A7.3 Interest on unpaid interest, fees and charges

We charge interest on unpaid interest, fees and charges. The interest only becomes part of the principal when we make an entry in our books to add it to the principal, which we may do at any time without notice. Until we do this, the unpaid amounts are charged to the Loan or Nominated Account but are considered not part of the principal.

You agree to pay any fees, charges, taxes or duties that apply to the interest payments (e.g. a direct debit fee).

A7.4 Rate increases

If interest rates increase, or you have redrawn special repayments, your repayments may not be enough to repay the Loan. In this case we may reset the loan repayments so the Loan is repaid by the end of the loan Term.

We are not obliged to increase repayments if interest rates increase and it is your responsibility to ensure the Facility is repaid at the end of its Term. If rates increase and you ask, we will increase repayments so that the Loan will be repaid on or about the end of the Term.

If rates decrease or you have made a special payment, unless you have chosen to pay a higher repayment amount than the minimum required repayment, we may decrease the repayments so that the loan will be repaid by the end of the loan Term.

A7.5 Court orders

If any obligation to pay us an amount becomes part of a court order, we will charge interest on that amount separately, using the higher of the rate in the Offer Document or Account Confirmation Document or the rate in the court order.

A7.6 Early repayment of Interest in Advance

If we agree to you paying off the Loan early, we will reduce the amount you owe on that date, including fees or charges (such as any Early Repayment Adjustment), by the proportion of the interest paid in advance for each complete month left in the interest in advance period

A8: NOTICES AND COMMUNICATION

During the course of a Facility, we may have to tell you about things that have changed (such as Interest rates), and you may also need to inform us of things that have changed (such as your address).

A8.1 Sending notices

All notices to us must be in writing. You can give us notices in person at a branch, by post, by fax or by e-mail. To fax, post or e-mail a notice you must send it to the address, fax number or email address we have provided. You must tell us as soon as you change your address.

We can give you a notice or confirmation:

- in person
- by leaving it at your last known address
- by pre-paid post (to your last known address)
- by fax (to your last known number)
- in accordance with clause A.8.2
- in any other way permitted by law.

A8.2 Notices sent by email or via our website

If you have given us your email address and we are permitted by law to send information by electronic communication, we can email notices to you directly or tell you by email that you can retrieve them from our website.

We will email you promptly and tell you about the nature of the information available. You agree that changes to these terms and conditions may also be made by notifying you that the changes are available on our website or, if you conduct loan transactions via our online platforms (including, without limitation, NetBank or CommBiz), you agree we may notify you via the online platforms.

We may notify you by written notice that changes to these terms and conditions are available on our website, subject to any requirements of the Banking Code of Practice.

Changing your details

You can change your email address by notifying us at any time. You can also give us notice to end your agreement to receive information by electronic communication.

Copies of electronic information

If we send you information by electronic communication, we will provide a hard copy of the information if you ask within 7 years of the electronic communication.

A8.3 When do our notices take effect?

Our notices to you take effect from the time you are deemed to receive them as set out below unless a later date is shown on the notice.

Post

Notices sent by post take effect on the day they would be received in the ordinary course of post.

Fax

Notices sent by a fax machine take effect at the time shown in a transmission report, if the machine creates a report showing that the fax was sent in full.

Email

Notices sent by email take effect on the day the email enters the system of the host of your email address or your internet service provider.

Effectiveness of notices

Notices are considered fully effective, despite the fact that at the date of the service you are:

- lacking in mental capacity
- dead
- bankrupt
- Insolvent
- absent from your usual residence
- as a corporation, in the course of liquidation or have had an administrator or receiver appointed.

A8.4 Statements

Depending on the product we may or may not send you regular statements. See the section in Part B relevant to your Facility type.

A9: CHANGING THE FACILITY

During the Term of a Facility you may want to change things (such as the amount you've borrowed or the Facility Term) and we may want to change things (such as the frequency of repayments). This section explains how these changes can be made.

A9.1 Written approval

No term or right of the Contract can be varied except in writing, signed by all bound parties, except as otherwise provided in these terms and conditions.

A9.2 Changes you request

If you request a change in the details of the Facility and we agree to the change, we will send you a Letter of Variation, Offer Document or Account Confirmation Document or a combination of those documents defining the new arrangement. If we ask you to sign and return a copy of the Offer Document or Schedule, by doing so you agree to the new Facility details.

A9.3 Changes to Interest Rates

From time to time we may reduce or increase our reference Interest Rates. Our variable reference Interest Rates are published on our website: **commbank.com.au**

From time to time we may change the Interest Rate or margin applying to a variable Interest Rate Loan. One way that this can happen is if the variable Interest Rate

is based on a reference rate that changes.

We advertise any reduction or increase in the variable reference Interest Rates in leading daily newspapers in each State and Territory no later than the day on which the change takes effect.

If the Interest Rate is not set by reference to a reference Interest Rate, we may either:

- give you written notice of any increase no later than the day the change takes effect, or
- advertise the increase in leading daily newspapers in each State and Territory no later than the day on which the change takes effect. We will confirm the advertised Interest Rate to you with the next statement of account we give you under the Contract.

A9.4 Changes to rates during Fixed Rate Period

The fixed Interest Rate or Fixed Bill Rate is set on the date the Facility is funded unless we have agreed an earlier time. During a fixed Interest Rate period or Fixed Bill Rate period, we may charge a new fee or vary the liquidity fee at any time, but we may only increase the Interest Rate, the margin or line fee in one of the below circumstances:

- if a Change of Law occurs, which in our reasonable opinion to a material extent will:
  - increase our cost to commit, provide, maintain or fund a Fixed Rate Facility
  - reduce any amount received or receivable by us for the Fixed Rate Facility

- reduce our effective return, including the return on our capital, under a Fixed Rate Facility

- if we reasonably consider that your credit worthiness or probability of default has deteriorated.

Amount of the Change

Except for the charging of a new fee or a change in the liquidity fee, any increase will be by an amount which we determine is necessary to compensate us for:

- our increased risk due to the deterioration in your credit worthiness or probability of default
- the increase in our costs or the reduction in the effective return to us.

In determining the amount of any increase in costs or reduction in effective return, we may use averaging, attribution and/or such other methods of calculation as we commonly use and/or any other reasonable method of calculation.

Termination of a concession

When a package concession applying to the Facility terminates, we can increase the rate to that which would otherwise apply if we have told you in the Offer Document that we are entitled to do this.

Otherwise we will not change the Interest rate applying to a fixed or guaranteed Interest rate Loan during a fixed or guaranteed Interest rate period.

Notifying you of changes

We will give you written notice of any change to the margin or Interest rate no later than the day on which the change takes effect.

A9.5 Changes to Facility features

We may from time to time:

- change any variable Interest rate we pay or charge
- add, change or remove fees or charges or the frequency of charging of any fee or charge
- change the frequency of repayment
- change your Loan Account number (for example, we may change the number when the type of Interest rate applying to the Loan or the Loan Type changes).

Each of these changes is a separate right and this clause is to be read as if such change was a separately expressed right.

A9.6 Changes to terms and conditions

We may from time to time change any terms and conditions to:

- change the basis on which interest is charged or paid

- replace any reference Interest rate with any other reference Interest rate
- change the frequency with which interest is charged or paid
- change the link to any reference Interest rate or how we describe it
- change the minimum balance to which an account keeping fee applies
- add, change or remove any concessions or benefits (for example, special deals for loans packaged with other products)
- adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator
- accommodate changes in the needs or requirements of our customers, such as new product features or services
- correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities
- bring us into line with our competitors, industry or market practice or best practice in Australia or overseas
- reflect changes in technology or our processes including our computer systems.

Without limiting our rights, we may from time to time change any of the terms and conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).

Each of these changes is a separate right and this clause is to be read as if such change was a separately expressed right.

A9.7 Notifying you of changes

When we give written notice in all cases
We will provide you with written notice at least 30 days before the introduction of a new fee or a change takes effect to the method by which, or the frequency with which, interest is calculated or charged.

If the change relates to an interest rate and clause A.9.3 applies we give notice in accordance with that clause.

Changes to fees, or charges

If the change is to a fee, we may notify you by an advertisement in a leading daily newspaper in your state or territory.

If the Loan is a Commonwealth Portfolio Loan regulated by the National Credit Code we will send a written confirmation of any newspaper notice before or when we send you your next statement of account.

Changes to repayments

If you are a small business (as defined in the Banking Code of Practice) and we reasonably consider that the increase in repayments will be materially adverse to you, we will give you notice of the increase at least 45 days before it takes effect, unless you have agreed with the Bank to change the repayments. We can confirm any agreed change by phone, email, electronically or fax without the need of a written notification.

Unless you have agreed with the Bank to change the repayments, any change will be recorded in the Account Confirmation Document and/or statement which we will s end you after the change and which can be accessed through NetBank or can be provided to you on request.

Other changes to the Terms and Conditions

Unless your Loan is regulated by the National Credit Code, we will notify you of other variations to the Terms and Conditions by advertisement in the national media or local media or in writing to you, no later than the day on which the variation takes effect, except where the interest rate is linked to money market rates or some other external reference rate, changes to which we cannot notify you of in advance.

If we make a variation to only your Contract (and not to the terms and conditions applying to other borrowers), and we reasonably consider the variation will be materially adverse to you, we will give you a reasonable period of notice (not less than 45 days) in writing of that variation, unless we consider a shorter notice period is necessary for us to avoid or reduce an increase in the credit risk to us.

If your Loan is regulated by the National Credit Code, we generally will send you written notice of other variations to the Terms and Conditions 30 days before the change.

We do not give you prior notice and will notify you of the change before or when we send you the next statement of account we give you under the Contract if the change:

- reduces your obligations;
- extends the time for payment of any amount under the Contract; or
- is to the Loan Account number and does not otherwise change the Contract.

If you don't approve of a change

If we make a change that you do not like, you can cancel the Contract by repaying the Facility.

Depending on your Contract, you may have to pay fees and charges, including an Early Repayment Adjustment and an Administrative Fee.

A10: EXERCISING OUR RIGHTS

We have legal rights that we can use to enforce this Contract. This section explains how we can use or 'exercise' those rights.

A10.1 How we can exercise our rights

We can enforce this Contract before or after we enforce our rights under any security.

If we don't exercise a right fully or at a given time, we can still exercise it later unless we have expressly agreed not to or it would be unconscionable to exercise that right or remedy later. Any of our Authorised Officers or any lawyer or agent we authorise can exercise our rights under this Contract.

Our rights under this Contract are in addition to other rights provided by law independently of it.

At any time we can assign or otherwise deal with our rights and/or obligations under this Contract in any way we consider appropriate. If you receive notice of such assignment, you can exercise against the assignee the same rights you have against us under this Contract.

A10.2 Liability for loss

We are not liable for loss caused by exercising, trying to exercise, failing to exercise, or delaying exercising, a right under this Contract, unless the loss is caused by our negligence.

A10.3 Restrictions

Anything we do under this Contract is subject to any restriction imposed on us by law, including the National Credit Code if it applies. If the law allows us to modify the restriction and we have modified it in this Contract, then what we do is subject to the modified restriction.

A10.4 Exclusions

Any law that limits our rights under this Contract is excluded, unless the law doesn't allow us to exclude it. The rights we have under this Contract are independent of those we have under any Security, or what the law says we have, and we can exercise them even if we obtain an order or judgment against you.

A10.5 Refunds

If a trustee in bankruptcy or a liquidator or other person asks us, or if a court orders us, to refund a payment we have received and we are obliged or reasonably agree to make a refund, we may treat the original payment as if it had not been made.

We are then entitled to our rights under any Security or Guarantee as if the payment had never been made (i.e. you are in Default) and you must do what we ask to return to us the benefit of any Security or Guarantee discharged in reliance on the original payment.

A10.6 Applicable laws

The Contract is governed by the laws in the state or territory in which your address is located, as defined in the Offer Document. If required by a law relating to foreign investment, you must have a suitable advice from the Commonwealth Government allowing you to take an interest in the Security Property.

A10.7 Consents

You must comply with all our requirements in any consent we give in connection with the Contract. We will only refuse our consent if it is reasonable to refuse it. If we give our consent we may impose reasonable conditions.

A10.8 Statements of amount payable and certifications

A written statement signed by one of our Authorised Officers is sufficient evidence of the respective balances of the Facility owing unless you decide to contest the statement in court.

A10.9 Acts of brokers

If a third party (such as a broker or referral agent) introduces you to us or arranges the Contract with us on your behalf, we may pay them a commission. Whether we pay commission or not, they are not our agent and we are not liable for any of their actions or omissions.

A11: TRUSTEES

If you are entering into the Facility or providing security to secure the Facility as the trustee of a trust, the terms and conditions in this section apply to you.

A11.1 Conditions

If you are a trustee, you must:

- be the sole trustee of the trust or, if there is more than one trustee, be all the trustees of the trust
- have the power under the trust deed to enter into and observe your obligations under the Contract
- enter into the Contract in your personal capacity and in your capacity as trustee of the trust and for the benefit of the beneficiaries of the trust
- have all the necessary authorisations required to sign the Contract and perform your obligations
- have a right to be fully indemnified for all your obligations under the Contract out of the property you hold on trust.

You also confirm that:

- the trust is validly constituted and has not been terminated
- there is either:
  - no conflict of interest affecting you as trustee (or your related parties or directors) which prevents you from entering into or performing your obligations under the Contract; or
  - the trust deed permits you to enter into and perform your obligations under the Contract despite any conflict of interest that may affect you (or your related parties or directors)
- the trust fund is big enough to satisfy your right of indemnity
- the trustee is not in default under the trust deed and no action has been taken or proposed to terminate the trust
- you have complied with your trust obligations (as have any directors or officers if the trustee is a corporation)
- you have taken every necessary action to authorise you to execute the Facility and perform your obligations under the Contract
- executing the Facility is not a breach of trust on your part
- our rights under the Contract have priority over the interest of the beneficiaries of the trust.

A11.2 What you agree to do

You agree to give us a copy of the trust deed and any other documents that disclose all the terms of the trust.

When you sign the Contract as a trustee, you agree to:

- at our request, exercise or hold for us your right of indemnity from the trust fund and the beneficiaries in order to pay us any money owed under the Contract
- observe and perform your obligations as trustee of the trust
- cause any successor trustee to abide by these terms and conditions.

A11.3 What you agree not to do

Without our consent you will not do anything to:

- retire or be removed or replaced as trustee of the trust or allow additional trustees of the trust to be appointed
- terminate the trust, vary the trust deed in a way that impacts on the ability of the trustee to fulfil its obligations under the Contract, or re-settle the trust fund or determine a vesting date
- limit your right of indemnity from the trust fund for obligations under the Contract.

A11.4 Additional reporting obligations

As part of Australia's international obligations in relation to combating tax evasion, we may require you to provide additional information. Until you provide us with this information, we may prevent you from withdrawing any funds that you deposit.

For example, if you are the trustee of a trust, you need to tell us if the settlor or any beneficiary of the trust is a tax resident of a country other than Australia. If the settlor or any beneficiary is itself an entity, this requirement applies to all

individuals who are an ultimate beneficial owner of that entity.

We may then require you to obtain (and/or provide on their behalf) each individual's name, address, date of birth and tax residency details.

Where you are a trustee, you do not have to give us this information in relation to the settlor if their identity is not known or, if they have no ongoing involvement with the trust and their tax residency is not known. In this case, you confirm that after reasonable enquiry, you have no reason to believe that the settlor is tax resident in a country outside Australia.

You must keep this information up to date, and notify us promptly of any change.

If you need to get in touch with us:

- From Australia call **1300 077 141** between 9am – 5pm, Monday – Friday (your local state time)
- From overseas call **+61 2 9283 6096** between 9am – 8pm, Monday – Friday (Sydney/ Melbourne Time). Call charges may apply

A12: YOUR DECLARATION

By signing the Offer Document you are making the following declarations.

A12.1 All parties

By signing the Schedule or Offer Document, you declare that:

- you are the owner of any goods or property which you give us security over for this Facility, or have told us of any joint owners
- where a Guarantor gives us security over goods or property, they are the owner of those goods or property, or you have told us of any joint owners
- the security property is not, and will not become, subject to any kind of competing Security Interest or obligation
- you are not in default on any other credit agreement and that no event has occurred that may put you in default in the future
- you don't breach any laws or obligations to anyone else by signing this Contract
- all the information you have given us is correct, complete and not misleading in any respect the result of which would materially increase our credit risk or the risk attached to the security provider or guarantor
- if this is a commercial Facility, you will use it only for business or investment purposes
- you have sole responsibility for managing your financial affairs so that you can repay the Facility.

A12.2 Companies

If you are a company, you also declare that:

- the company is financially sound and not under threat of liquidation
- there is no current, pending or threatened legal action, arbitration or administration proceedings against the company that could have a Material Adverse Effect
- you will tell us promptly of any intentions to materially change the company's structure, ownership or financial position that could affect your ability to repay this Facility.
- the Transaction either:
  a. benefits the company, does not give rise to any conflict of interest and, where the Transaction involves a related party of a public company, it does not breach Chapter 2E of the Corporations Act; or
  b. a resolution approving the Transaction has been duly passed by the shareholders of the company.
- where the Transaction involves the giving of financial assistance by a company to acquire shares in it, the financial assistance is permitted under section 260A(1) of the Corporations Act.

A12.3 Continuation of statements, confirmations and declarations

You acknowledge that:

- we rely on all of the statements, confirmations and declarations in the documents being true each time you use any of your Facilities
- you repeat the statements, confirmations and declarations every time you accept a new Offer Document from us
- the statements, confirmations and declarations also apply to any Guarantor or Grantor.

A13: FINANCIAL COVENANTS

Note: This section applies only to commercial lending Facility Contracts and only to the extent stated in the Offer Document.

A13.1 Conditions After Funding

You agree to limit your annual expenditure on capital goods to the amount (if any) set out in the Conditions After Funding.

You agree to ensure that the minimum net sum of loans to the company from directors, shareholders, beneficiaries and related parties will be above the limit (if any) defined in the Conditions After Funding.

You agree to ensure that the following financial elements are always at least the amount (if any) specified in the Conditions After Funding,

the original Offer Document, or any Offer Document provided for the relevant period, whichever is higher:

- Current Ratio
- Quick Asset Ratio
- Liquidity Ratio
- Business Asset Ratio
- Interest Coverage Ratio
- Net Worth
- Net Profit Before Tax
- Earnings Before Interest
- Earnings Before Interest And Tax
- Ratio of Net worth to total tangible assets
- Total Interest Bearing Debt to Net worth.

These values are based on the financial information you agree to provide in *A.3.3 Keeping records and providing financial information.*

Credit Exposure Limit

If the Loan is intended to give you funds to meet your working capital or refinancing needs, as these amounts may fluctuate, the Offer Document may include a Credit Exposure Limit which defines the maximum amount we are willing to lend.

If a Credit Exposure Limit is stated in the Offer Document, that limit is calculated as a percentage of your qualifying Current Assets. Both the percentage and the deemed value of your qualifying Current Assets (the VQCA floor) are defined in the Offer Document.

If the value of your qualifying Current Assets falls below the VQCA floor at any time, the Credit Exposure Limit falls by a proportional percentage. If this happens you must repay immediately any amount over the Credit Exposure Limit.

Aggregate Facility Limit

If a Credit Exposure limit is stated in the Offer Document, that limit applies across all of your Facilities at any particular time. The Aggregate Facility Limit is defined in the Offer Document and decreases by the amount of the loan principal you have paid off. The total amount of your Facilities with us may not exceed this Credit Exposure Limit at any time.

A13.2 Other covenants

If we specify any other financial covenants in our Offer Document you agree to comply with them.

A14: REFUSAL OF SERVICE

Despite any right under these terms and conditions, if it appears to us that you or a signatory may:

- be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth) and associated regulations;
- be in breach of the laws of the any jurisdiction relating to money laundering or counterterrorism;
- appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- act on behalf, or for the benefit of, a person listed above;

we may immediately:

- refuse to process any transaction of yours;
- suspend the provision of a product or service to you;
- refuse to allow or to facilitate any assets of yours held by us to be used or dealt with; and/or
- terminate your Facility.

We will be under no liability to you if we do any or all of these things in good faith.

A15: VARIATIONS TO TERMS AND CONDITIONS.

If your Approved Limits (including those to other associated Borrowers as reasonably determined by us) are less than, and have always been less than, $3 million, the following changes to the Terms and conditions apply:

- Second sentence of clause A.4.1 is amended to read as follows:
  "At all times, we must be satisfied with the title to the Security Property"
- clause A.6.1 is amended to read as follows:
  A.6.1 When are you in Default?

You are in Default in the following situations:

- you don't pay any amount owed to us on time
- you, a Guarantor or a Security Provider, become bankrupt or Insolvent, or subject to any form of administration, or a receiver or manager is appointed over any of your or their assets or there is any other material creditor enforcement against you or them
- you fail to maintain insurance over the security or provide proper financial accounts to us
- you, a Guarantor or a Security Provider is in default on any Security given to us for the Contract
- we decide there has been any unacceptable material change in the legal or beneficial ownership, management or Control of you or any Related Party
- you lose your Licence or permit to conduct the business
- you or anyone else connected with the Facility or Security gives us incorrect or misleading information, at any time the result of which materially increases our risk to you, or the security provider or the guarantor
- we determine that it is, or will become, illegal or contrary to law for us to continue to provide the loan or you use the loan for a non-approved purpose
- you breach a financial covenant where your loan is a property development loan, foreign currency loan, SuperGear Loan or margin lending.

Each of the above situations is a separate event and this clause is to be read as if such situation was a separately expressed event constituting a Default under the Contract.

B-F: SPECIFIC TERMS AND CONDITIONS

This chapter contains the terms and conditions that are particular to each type of Facility. You don't need to read all of it, only the section that relates to the type of Facility you are taking out.

B: COMMERCIAL LENDING

This section contains the terms and conditions for the following Facilities:

- [B.1 to B.5 OMITTED]
- B.6 Commonwealth Portfolio Loan.

B6: COMMONWEALTH PORTFOLIO LOAN

The Commonwealth Portfolio Loan is a convenient all-in-one lending Facility that provides an 'umbrella' line of credit with up to 12 sub-accounts. It gives you the choice of variable and fixed Interest rates and enables you to separate personal and investment or business sub-accounts.

B6.1 Facility Limit

The Facility Limit (also called the Approved Limit) is the maximum amount of credit we make available to you under the Facility.

Please refer to the Offer Document for details of your Limit.

These conditions apply to the Facility Limit:

- the amount you owe must not exceed the Limit of the Facility
- the total debit balances of sub-accounts in a line of credit bundle must not exceed the Limit of the Facility (we don't take into account credit balances)
- we review your Limit each year

Annual review

Each year we will review the Loan to determine whether we will continue, cancel, or reduce the Facility Limit. We will give you 30 days' written notice advising you of any decision to cancel or reduce the Facility Limit.

B6.2 Drawing on your funds

You can give us written instructions to draw on the Loan. You can also draw on your account by drawing cheques. We will not provide funds if you are in Default.

You must complete our standard account authority form to authorise another person to:

- draw a cheque on the Loan Account
- perform a withdrawal using an electronic terminal (if the method of operation allows).

You can also access your account through CommBiz, but you must first sign up and then link your account to your CommBiz service.

Fixed rate sub-account

The fixed Interest rate period chosen for a sub-account is stated in the Offer Document.

You must draw down the full amount when the account begins.

Drawing limit

You can draw the full amount of the Limit, or,

if we agree, any additional amount. The terms of the Contract will still apply if you draw additional funds, but you will pay a higher rate of interest on those funds. Please note that if you draw over the Limit we can refuse future drawings.

When we won't provide funds

If you Default or fail to meet any of our conditions, including those in clause A.1,

we are not obliged to provide further credit.

B6.3 You choose the repayment option

You decide on how you will repay the Facility. We will not recommend or give any opinion on a repayment plan.

It is up to you to decide how much you borrow, but if you can't repay the Loan from your income you may have to sell assets to repay us.

B6.4 Interest on Loans

We will debit all interest to a Nominated Account and you must pay all interest we debit to that account. We may change the Nominated Account if you fail to maintain it or it is not part of the Facility.

Variable

We set the Interest rate by adding or subtracting the margin from a reference Interest rate.

Fixed

The fixed Interest rate period chosen for a sub-account is stated in the Offer Document.

You must draw down the full amount when the account begins.

We calculate the Interest rate by adding or subtracting a margin from our reference fixed rate. Unless you rate-lock the Loan, the reference fixed rate will be that applying at the date of funding. At the end of a Fixed Rate Period it will change to a variable rate.

You may ask for a rate lock and if we agree to your request, we will hold the fixed rate if the Loan is funded within three months from the date we process your request.

Paying the Interest in Advance

We may allow you to pay the interest in advance on a fixed rate sub-account for a maximum period of 12 months from an agreed date.

If you pay the interest in advance:

- we can still deduct any interest due on your sub-account and any Default Interest on any overdue payments in the advance period
- we will calculate the Default Interest on the regular rates minus what you have paid in advance
- we may debit your Nominated Account if the interest has not been paid at the beginning of the payment-in-advance period.

You can apply for another interest in advance period at the end of the 12 months.

B6.5 Pre-paying your fixed rate sub-account

If we agree, you can partially or fully pre-pay your fixed rate Loan.

Calculating the Early Repayment Adjustment

If we work out that we made a loss because of the Pre-payment, we will charge the Early Repayment Adjustment.

We will make a reasonable estimate of that loss using our standard formula which takes into account the difference between:

- our wholesale market swap rate for the Fixed Rate Period on the date the Interest rate was fixed, and
- our wholesale market swap rate as at the date of the Pre-payment for the balance of the Fixed Rate Period.

We will also take into account any scheduled principal repayments and the current value of the Early Repayment Adjustment in the calculation. If the wholesale market swap rate at the Pre-payment date is lower, you must pay the Early Repayment Adjustment.

Our calculation may not be a true reflection of the actual transactions we may enter into as a result of the Pre-payment, or which we may have entered into when you fixed the Interest rate. There may not be specific transactions referable to the Loan because we manage our funding of Loans and Interest rates

on a portfolio basis.

If you ask us, we will give you a statement setting out how we estimated our loss as a result of the Pre-payment or the formula we use to calculate our loss or both.

Warning: If the wholesale market swap rate falls, the Early Repayment Adjustment can be high and may increase the amount you owe us. You can ask us for an estimate of an Early Repayment Adjustment at any time.

B6.6 Fees and charges

We will charge all fees equally among sub- accounts unless specifically charged to a particular account.

B6.7 Cancelling or reducing your Limit

At any time, either we or you can reduce or cancel a Limit, although you remain liable for your obligations under the Contract. We will not give you any more credit once you or we cancel your Limit. We will notify you if we decide to cancel or reduce your Limit.

If we cancel the Limit, we may close your account if:

- Your account has either a credit or debit balance, and you have not used it for at least three months.
  If you have a credit balance, we will return the credit balance to you.
  If you have a debit balance you must repay it when we demand it, or you may have to pay monthly instalments of principal and interest. If we decide you have to pay monthly instalments of principal and interest we will give you a new Loan Account number, will tell you what your payments are, and your first instalment is due one month after our notification; or
- Your account has a nil balance; or
- We have removed or cancelled the credit limit, and no further credit is available on the account.

If we close your account, you will no longer be able to transact on your Facility including sub accounts.

We can require you to repay the Loan in full at any time. You also can repay all or part of the Loan at any time.

Unless you are in Default under the Contract, we will not demand repayment of the whole or part of a Loan Account in respect of which the Interest rate is fixed.

B6.8 When you can request Loan portability

We will, on a case-by-case basis, consider any request by you to substitute Security for the Loan, if all of you ask for the change and the value of and security over the substitute Security Property is to our reasonable satisfaction. You cannot make the request if you are in Default or there is a change in Grantor. We can impose reasonable conditions such as requiring payment of our usual fee and a simultaneous discharge of the existing Security and provision of the new Security.

B6.9 Obtaining insurance

If you ask us for insurance then we will act as the insurer's agent, receive a commission and debit the premium to the Loan.

B6.10 Funding your Loan

We fund Loans when you ask for credit, whereupon we record it by debiting your Loan Account. If you are on a fixed Interest rate you must request the whole amount at one time.

We will make credit available if the sum you request is within the Loan Limit and you meet all conditions of the Contract. If we provide credit over the Limit, we will debit it to your Loan Account and you must repay it within 30 days. The Interest rate for the excess credit will be 2% higher than the normal rate.

B6.11 How the Loan Accounts are conducted

If you are in Default we can write to you asking you to pay all interest, fees and charges to your Loan Account within a month. You can pay all or part of the Loan Account any time.

If you have more than one sub-account, you must set a nominal limit for each sub-account. If you exceed this nominal limit we may not give you further credit on that sub-account until the nominal limit is raised. The total of all nominal limits cannot exceed the Facility Limit.

You may conduct a Loan Account with a credit balance. Our Complete Access Terms and Conditions apply to the conduct of the Loan Account with a credit balance, except that credit interest will be paid quarterly on the first calendar day in October, January, April & July.

B6.12 Security review

Sometimes the Market Value of a security property

may fall. We may conduct a security review if the Lending Value of the security property falls below the value of your Approved Limit.

If this occurs we will contact you first and advise you of your options. Our advice might include how to reduce your Facility Limit, provide additional security, or increase the amount of security on a mortgage. Whichever option you choose, our rights and your obligations under the Contract will not change.

B6.13 Line of credit bundle

If you have a line of credit bundle Facility you can have up to 12 sub-accounts. You may be able to add, remove or vary these sub- accounts if you are not in Default. We maintain a separate Loan Account for each sub-account.

B6.14 Statements

We will send you a statement of your account every three months.

[PARTS C – E OMITTED]

F: MEANINGS OF WORDS

A reference in this document to:

- the singular includes the plural and vice versa
- a document includes any variation or replacement of it
- law means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them)
- any thing includes the whole and each part of it.

Acceptable Third Party

A third party acceptable to us (in our reasonable opinion) who is not Guarantor (unless they have given an unlimited guarantee) and who is not a trustee.

Acceptance Document

Prepared by us and sets out the particulars or indicative particulars of a Facility, or variation of a Facility. It includes an Offer Document and other documents attached to the Acceptance Document.

Access Method

A method we make available to the User in order for the User to give us instructions. We rely on the use of the Access Method as our mandate to act on such instructions.

A reference to an Access Method includes a reference to each of the individual components that are part of the Access Method (including Devices, Identifiers and Codes or a combination of these). It does not include a method where the comparison of the appearance of a Cardholder's manual signature is the principal means of authenticating the authority to give the instruction.

Transactions on a Card Account can still be effected using a Cardholder's Card and manual signature.

Account Confirmation Document

The document we prepare supplementing the Letter of Offer or Acceptance document, setting out the date of first and subsequent drawdown or funding, details of Repayments, interest charging frequency, fixed rate details (usually not available in the Letter of Offer) which is issued after funding of the facility.

Accounts

You and your related parties' profit and loss accounts and balance sheets on an individual and consolidated basis for a particular period, together with any statements, reports and notes attached to or intended to be read with the profit and loss accounts or the balance sheets or both (including, without limitation any directors' statements and reports and any auditor's reports).

Accountholder

The person, company, firm or partnership identified as the 'Accountholder' in the Offer Document.

Administration Fee
The fee you must pay us to cover our administrative costs relating to the Pre- payment of a BetterBusiness Loan – Fixed Rate, SuperGear Loan – Fixed Rate, Commonwealth Portfolio Loan – Fixed Rate or a Fixed Rate Bill Facility. The amount of the fee is set out in our Fees and Charges Schedule.

Aggregate Facility Limit (AFL)
The limit on the Borrower's Credit Exposure as set out in the Offer Document.

AgriBusiness Line of Credit
The AgriBusiness Line of Credit Facility made available under the Contract. An interest-only loan Facility with no fixed term issued for business purposes.

Amount Owing
In respect of Export Documentary Credit and Trade Finance Loans, at any time all monies and liabilities, in any currency, whether alone or with another person, which now or at anytime may become due or owing, or may be accruing to or for our account by you.

Approved Limit
The total amount of credit specified in the Offer Document which we are prepared to advance to the borrowers.

ASIC
Australian Securities and Investments Commission.

Authorised Officer
This includes:

- in our case, each of our officers within the meaning given in the Corporations Act 2001 (Cth), for example each of our officers whose position title is or includes the word 'manager' or the word 'executive'
- in your case, if you are a body corporate, firm or other person (other than an individual), an individual nominated by you under the Contract or any individual who is your officer within the meaning given in the Corporations Act 2001 (Cth).

Authorised Representatives
The representatives of the borrower or a Third Party Drawer (as the context requires) identified in an authority to us, including a person referred to as an 'authorised signatory' in one of our standard forms of authority for business accounts or referred to as an 'Authoriser' in one of our standard forms of authority for operation on Facilities using CommBiz.

Authorised Signatory Any of our employees. Authorised Transaction
Any transaction carried out by a Cardholder or with your or a Cardholder's consent unless, before the transaction, either you or the Cardholder told us to cancel that Cardholder's Access Method and the Card is destroyed.

Average Debtor Collections
The number of days calculated by: closing debtors, multiplied by the number of days in a Reporting Period, divided by total sales in the Reporting Period.

Average Stock Turnover

The number of days calculated by: closing stock, multiplied by the number of days in a Reporting Period, divided by the total stock purchases in the Reporting Period.

Back-to-Back Credit

A Documentary Credit issued by us in connection with a Master Credit.

BBSY

BBSY means BBSY (Bid) Rate

BBSY (Bid) Rate:

a. the bank bill swap rate (expressed as a percentage per annum to four decimal places) which is the bid rate shown at approximately 10.10 am (Sydney time) on the page "BBSY" of the Reuters Monitor System on the first day of that Interest Period for that Interest Period or, if such rate is not available for any reason

b. the arithmetic mean, (rounded upwards, if necessary, to four decimal places) of the rates quoted to us by the Reference Banks at or about 10.30 am (Sydney time) on the first day of that Interest Period (disregarding the highest and lowest rates quoted) for the purchase of a Bill accepted by us or Reference Banks having a face amount equal to the amount of the Advance and a tenor equal or approximately equal to that Interest Period (or, if that Interest Period is subject to adjustment, for a Term equal or approximately equal to the duration of that Interest Period prior to such adjustment), or, if fewer than 2 Reference Banks are willing to provide quotes

c. the rate reasonably determined by us to be our cost of funds having regard to prevailing market conditions

For this definition 'Reference Banks' means National Australia Bank Limited, Westpac Banking Corporation and Australia and New Zealand Banking Group Limited or such other banks or financial institutions as the Borrower and we may from time to time agree.

Beneficiary

In respect of a Back-to-Back Credit, an Export Documentary Credit or an Import Documentary Credit, a beneficiary under a Documentary Credit or a Payment Instrument.

BetterBusiness Loan

The loan under that name made available under the Contract or the balance of that loan at any time remaining unpaid.

BetterBusiness Loan – Fixed Rate

The BetterBusiness Loan made available under the Contract while it is being conducted at a fixed Interest rate.

BetterBusiness Loan – Fixed Rate Residentially Secured

The BetterBusiness Loan made available in that name under the Contract while it is being conducted at the residentially secured fixed Interest rate.

BetterBusiness Loan – Variable Rate

The BetterBusiness Loan made available under the Contract while it is being conducted at a variable Interest rate.

Bill

A bill of exchange (other than a cheque) for the purposes of the in Bills of Exchange Act 1909 including, in relation to Part D (Trade Finance and Contingent Liabilities), a draft or a Foreign Bill.

Bill Avalisation/Banker's Acceptance/ Countersigning

Endorsement, acceptance or countersigning of an accepted Bill by us which guarantees payment of that Bill at maturity.

Bill Facility

The Facility made available under the Contract and by which the borrower may raise money by having Bills discounted.

Bill Rate

The rate of discount, expressed as a percentage yield to maturity per annum, at which on the day we are prepared to purchase Bills under similar facilities which apply the Bill Rate, for similar amounts and terms as those nominated by the Borrower, with reference to the bank bill swap rate and prevailing market conditions.

Borrower

The Person named as the borrower in the Offer Document. If there is more than one, 'borrower' means any combination of one or more of them and for each combination, means each of them separately and every two or more of them jointly.

Break Costs

In relation to a Contract, means any costs or losses associated with:

- liquidating or redeploying deposits or other amounts from third parties arranged or acquired for the purpose of funding the Contract
- pre-paying or terminating any facilities entered into to fund the Contract. This may include the difference between the return we would have received under the Contract if it had not been terminated early, and the return we receive by re-investing the principal amount we recover on early termination.

In relation to a Market Rate Loan, means the mark-to-market value of an IRRM Agreement at a Termination Date calculated by us in accordance with clause B.5.12.

Business Asset Ratio

The ratio of:

- the sum of each Group member's Qualifying Current Assets, cash and short term deposits/investments to
- the sum of each Group member's Creditors.

Business Day
A day that is not a Saturday or Sunday, or a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done or, in relation to any date for payment or purchase of a currency other than AUD, in the principal financial centre of the country of that currency.

Business Line of Credit
The Business Line of Credit Facility made available under the Contract. An interest-only loan Facility with no fixed term issued for business purposes.

Capital Equity Facility
The Capital Equity Facility made available under the Contract. An interest-only loan Facility with no fixed term issued for business purposes. New Capital Equity facilities are not available.

Card
The MasterCard Card we issue on the Card Account to a Cardholder.

Card Account
For Business Credit Card Accounts, the account in your name which we set up to record transactions Cardholders make.

For Corporate Card Accounts, the account in a Cardholder's name which we set up to record transactions the Cardholder makes.

Card Scheme
The MasterCard International Incorporated Card Scheme.

Cardholder
A person to whom a Card is issued at your request and includes anyone authorised by a Cardholder to use a Card or Code.

CBA Bill Rate
The rate of discount, expressed as a percentage yield to maturity per annum, at which on the day we are prepared to purchase Bills under similar facilities which apply the CBA Bill Rate, for similar amounts and terms as those nominated by the Borrower, with reference to the bank bill swap rate and prevailing market conditions.

CBA Fixed Bill Rate
The rate of discount, expressed as a percentage yield to maturity per annum, agreed between your Agent and us which is fixed to apply for the Fixed Rate Period.

CBA Market Rate
The interest rate reasonably determined by us, with reference to the bank bill swap rate and prevailing market conditions, on a Reset Date for all similar Loan Accounts of similar amounts and terms as those nominated by the Borrower.

Change of Law

The introduction of, or a change in, any law or regulation or any prudential standard, order, directive, requirement or guideline of the Australian Prudential Regulation Authority, the Reserve Bank of Australia or any other governmental, prudential, supervisory or other authority or a change in its interpretation or its compliance or method of compliance by us.

If it does not have the force of law, it must be one with which responsible banks would comply. Without limitation, it includes any of those circumstances with respect to:

- capital adequacy
- equity
- liabilities
- liquidity
- any form of reserve or deposit requirement
- tax (including GST) on the supply of financial accommodation to you or by anyone to us to fund or maintain the Facility.

Cleared Funds

Immediately available funds.

Code

Information (for example, a PIN or Password) which:

- is known to a User and is intended to be known only to the User or only to the User and us
- we require the User to keep secret, and which
- the User must provide (in any manner which we approve) to or through a Card or Electronic Equipment in order to access a Card Account.

Collection

The handling by us, in accordance with instructions received, of Documents in order to obtain payment against acceptance, to deliver Documents against payment and/or against acceptance, or to deliver Documents on other Terms and Conditions.

Common Maturity Pool Date

A date we set when the pool constituted by aggregating Fixed Rate Facilities or Bill Facilities is due for repayment in full. This is a date within one calendar month on either side of the maturity date set out in the Offer Document.

Common Rollover Date

The date we set for the rollover of Bills when the pool constituted by the aggregating Bills matures. It is a date within the Common Rollover Date Range.

Common Rollover Date Range

The range of dates we determine by reference to the Bill term selected with which a Bill may be set to mature.

Compliance Certificate
The certificate, in the form attached to the Acceptance Document and referred to as the 'Compliance Certificate' that you may be required to give us.

Conditions after Funding
Any conditions, covenants or undertakings that the borrower must observe after funding of the Facility that are set out in the section of the Offer Document 'Conditions After Funding'.

Consolidated Account
The account we set up in your name to which we debit or credit amounts payable by or to you in respect of Card Accounts.

Contingent Liability Facility
The Facility made available under the Contract under which we, at your request from time to time, issue or make available bank guarantees or other contingent liabilities up to a limit.

Contract
The Contract between the parties which consists of the Offer Document the borrower signs and any Account Confirmation Document or other documents referred to in the Letter of Offer and these Terms and Conditions.

Control
The power to directly or indirectly govern the financial and operating policies of an Entity to obtain benefits from its activities, as defined in Accounting Standard AASB 1024: Consolidated Accounts (or, if applicable, Australian Accounting Standard AAS 24: Consolidated Financial Reports).

Correspondent Bank
Any bank (including any branch of ours) which provides any banking or other services in connection with a Trade Product or Service at our request.

Costs
Includes charges and expenses, and costs, charges and expenses payable to or in connection with legal and other advisers on a full indemnity basis.

Credit Exposure (CE)
The amount of all Facilities we are willing to make available to you at a particular time during the Term of the Facilities. The Acceptance Document sets out the CE at the date we prepared the Acceptance Document.

Credit Funds
Any money owing, payable, to become owing, to become payable by us to you or any Grantor, except in the case of SuperGear Loans where it means any moneys owing, payable, to become owing, to become payable by us to the Custodian.

Creditors
The aggregate value of Trade Creditors and Sundry Creditors/Accruals.

Cross Guarantee
A guarantee or other instrument in connection with the granting by the Australian Securities and Investments Commission of an order under the Corporations Act giving relief to a corporation's directors from the law's requirements as to accounts and reports.

Current Assets
The sum of each Group Member's total Current Assets less the amount of any loans, which are due and payable within twelve months, by any Group Member to beneficiaries or to its shareholders, directors or Related Parties.

Current Liabilities
The sum of each Group Member's total Current Liabilities less the sum of the amount of any loans, which are due and payable within twelve months, to any Group Member from beneficiaries or from its shareholders, directors or Related Parties.

Current Ratio
Ratio of Current Assets to Current Liabilities.

Custodian
Premium Custody Services Pty Ltd, or such other company acceptable to us, which holds legal title to the security property for the Term of the Loan in accordance with the SuperGear custodial deed.

Debt Service Coverage Ratio
The ratio of:

- Earning Before Interest, Tax, Depreciation and Amortisation (EBITDA)
- plus Non Recurring Expenses
- minus Non Recurring Income.

to

- principal and Interest Expense

Default
You are 'in default' if you fail to meet any of the terms and conditions of the Contract.

Default Interest
The interest you must pay us on any amounts due and remaining unpaid under a Contract.

Default Rate
The rate at which we charge Default Interest.

Device
A physical Device (for example, a Card) used with Electronic Equipment to access a Card Account.

Disclosure Date
The date we use to calculate the particulars of the Loan stated in the Offer Document, or the date we send a Letter of Variation.

Documentary Credit
An arrangement, however named or described, that is irrevocable and constitutes a definite undertaking by a person to honour a complying presentation by a beneficiary of such an arrangement in accordance with the terms and conditions of such an arrangement.

Documents
All documents relating to the Goods including without limitation all drafts, bills of exchange, documentary credits, documents of title, transport documents, insurance policies, invoices, certificates, reports, receipts or warrants.

Donations and Grants
The sum of all gifts or other contributions to charity, community or sporting bodies or purposes.

Drawing or Drawdown
A utilisation of a Facility.

Early Repayment Adjustment
The adjustment we may make when you pre-pay the Loan Account in full or make a permitted partial

Pre-payment of a fixed Interest rate Loan or of a Market Rate Loan Account.

Earnings Before Interest
The sum for the Reporting Period of each Group Member's Net Profit plus Interest Expenses.

Earnings Before Interest and Tax (EBIT)
The sum for the Reporting Period of each Group Member's Net Profit Before Tax plus Interest Expenses.

Earnings Before Interest, Tax, Depreciation and Amortisation (EBITDA)
The sum of each Group Member's Net Profit Before Tax for a Reporting Period from each Group Member's business operations plus the sum of each Group Member's

- Interest Expense and
- depreciation expense and amortisation for the Reporting Period.

Electronic Equipment
Includes an electronic terminal (for example, an EFTPOS terminal or ATM), computer, television and telephone.

Enforcement Proceedings
- proceedings in a court to recover a payment due under the Contract or a Security
- taking possession of the Secured Property or taking any other action to enforce the Security, or
- both.

Entity
Any legal, administrative or fiduciary arrangement, organisational structure or other party (including a person).

Environmental Law
A law regulating or otherwise relating to the environment, including but not limited to:

- any law relating to land use or planning, pollution of air or water, soil or ground water contamination, chemicals, waste, use of dangerous goods, or to any other aspect of protection of the environment or persons or properties, and
- any statute now or in the future in force relating to heritage places, clearing land within the boundaries of catchment areas and water reserves and the protection and management of natural vegetation.

Export Documentary Credit
A Documentary Credit in favour of you issued by either a domestic person or an overseas person which we amend, advise, negotiate, discount, confirm, assign or transfer under these Terms for or at the request of you.

Export Documentary Credit Rights
means all of your right title and interest in:

a. any Export Documentary Credit;
b. the proceeds of an Export Documentary Credit;
c. any agreement between you and a third party relating to the Goods;
d. the Goods; and
e. any Documents relating to any of (a)-(d) above.

Export Trade Advance
A loan made by us under these Terms and an Offer Document in respect of domestic or export sales.

Facility
The financial accommodation which we make available to you under the Contract and the particulars of which are in the Offer Document and (if applicable) a Letter of Confirmation.

Facility Amount Or Facility Limit
The limit or amount set out in the Offer Document to which (as the case may be) the Overdraft, Facility, Business Line of Credit, AgriBusiness Line of Credit or Bill Facility can be drawn.

Fees and Charges Schedule
The Fees and Charges Schedule accompanying the Letter of Offer or Acceptance Document and any variations or additions.

Financial Products

- a share or unit in the capital of a corporation
- an instalment receipt
- a unit in any trust
- any debenture, debenture stock, bonds, notes, convertible notes, units, warrants or other Financial Products created, issued or granted by any corporation, government, unincorporated body or other person
- options to purchase, subscribe for or acquire any of the Financial Products mentioned above
- such other kind of security as we may from time to time agree to accept.

Fixed Bill Rate

The Bill Rate which is fixed to apply for a Fixed Rate Period.

Fixed Rate Bill Facility

The Bill Facility made available under the Contract while it is being conducted at a Bill Rate or CBA Bill Rate that is fixed.

Fixed Rate Facility

A Facility conducted at a fixed Interest rate or Fixed Bill Rate, including a BetterBusiness Loan – Fixed Rate, or a Fixed Rate Bill Facility.

Fixed Rate Period

Any period, ending on a fixed rate maturity date set out in the Letter of Offer, Letter of Confirmation or Sub-Account Confirmation Letter in which the Interest rate on a BetterBusiness Loan – Fixed Rate or SuperGear Loan or the Bill Rate or CBA Bill Rate on a Fixed Rate Bill Facility is fixed.

Foreign Bill

The Bill delivered to us (as one of the Documents) in connection with the export of Goods by you, where the importer is named on the Bill as the drawee.

Foreign Bills Negotiated

A Facility that provides you as the exporter with post-shipment finance by providing proceeds of an Export Documentary Collection before receipt of the buyer's payments for the goods shipped.

Fund

The regulated superannuation fund of which you, as borrower of a SuperGear Loan, are the trustee and in that capacity enter into the Contract.

Funding Date

The date (or if the Loan is funded by progressive loan drawings, the first date) on which we debit any amount to a Loan Account other than for the payment of a credit fee or charge.

Gaming Machine Commissions
In Victoria, the portion of profits from gaming machines distributed by the Victorian Casino and Gaming Authority to approved operators.

Goods
The goods, product or service or any combination of them to which the Documents and the Trade Product or Services relate.

Grantor
A person who enters into the security.

Gross Margin for Bar & Bottle Trade
The ratio of:

- Total Revenue bar and bottle less cost of sales (bar and bottle)

to

- Total Revenue (bar and bottle), where:
- cost of sales (bar and bottle) is to exclude such items as wages, poker machine tax or liquor licence fees where shown in the accounts under bar and bottle trade.

Group
You and each party set out in the Offer Document or Acceptance Document collectively.

Group Member
You and each party set out in the Offer Document or Acceptance Document individually.

GST
Any goods and services tax or similar tax together with any related additional tax, interest, penalty, fine or other charge.

Guarantee
A guarantee given to secure your obligations under a Contract.

Guarantee Limit
The total amount we may recover from time to time under a Guarantee in respect of all Guaranteed Contracts secured by that Guarantee.

Guaranteed Contract
Each Contract for which a Guarantor provides a Guarantee.

Guarantor
The person or persons named as Guarantor in an Offer Document. It includes the Guarantor's executors, administrators and assigns.

Identifier
Information:

- the content of which is known to the User but not only to the User and which the User is not required to keep secret, and

- which the User must provide (in any manner) to or through a Card or Electronic Equipment in order to access a Card Account.

Import Documentary Credit

A Documentary Credit issued by us for you or at your request, in favour of either a domestic person or an overseas person.

Import Trade Advance

A loan made by us under these Terms and Conditions and an Offer Document in respect of domestic or import purchases.

Including, or for example

When introducing an example, does not limit the meaning of the words in the example or exclude other examples of a similar kind.

Index Rate

The applicable Index Rate, reference rate or other Interest rate published by us.

Insured Export Finance

A short term Export Trade Advance against invoices for export of Goods where you have obtained credit insurance cover for any non- payment;

Insolvent and insolvency

A person is insolvent if:

- in the case of a natural person, the person is an insolvent under administration within the meaning of the Corporations Act 2001 (Cth)
- in the case of a corporation, the corporation is an externally-administered corporation within the meaning of the Corporations Act 2001 (Cth).

Interest Coverage Ratio

The ratio of the sum of Net Profit Before Tax and Interest Expense for a Reporting Period to Interest Expense for the Reporting Period.

Interest Expense

The aggregate amount of all interest paid or accrued for the sum of all money borrowed or raised by or for any financial accommodation granted to any Group Member.

This includes, but is not limited to:

- any fees and charges with respect to any guarantee, indemnity or letter of credit or under any bill of exchange, promissory note or any other acceptance or discounting arrangement and
- any finance charges paid or payable under any hire purchase agreement or Lease agreement for which a Group Member is actually or contingently liable.

Interest in Advance Commencement Date

The first day of the period in which interest is payable in advance, which also may be the Funding Date.

Interest Off-Set Account
The account in your name identified in the Offer Document as the Interest Off-Set Account and any replacement or additional account agreed to by you and us.

Interest Rate
A per annum rate of interest, charged under the Contract. We will tell you the rate on request.

Interest Rate Risk Management
A hedge product such as interest rate swap, interest rate option which includes cap, floor and collar transactions, or any other similar products which limits exposure to a change in liability due to movements in interest rate.

IRRM Agreement
Market Rate Loan Interest Rate Risk Management Agreement between you and us under which the interest rate of a Loan Account is varied.

Issuing Bank
The bank which issues the relevant Documentary Credit.

Item
An item of the Offer Document.

Lending Ratio
The percentage of the Market Value of a particular Financial Product that we are prepared to lend against.

Lending Value
The amount we are prepared to lend against a particular Financial Product calculated by multiplying its Market Value by its Lending Ratio.

Letter of Guarantee
Any guarantee, indemnity, performance bond, bid/tender bond, advance payment guarantee or bond, counter, financial, direct pay or commercial guarantee (whether standby or demand), or any legally binding letter of comfort or suretyship issued in connection with a Trade Product or Service.

Letter of Confirmation
The document, including an Offer Document, we prepare supplementing the Letter of Offer or Acceptance Document. It sets out the date of first and any subsequent drawdown or funding, first instalment due date, frequency of instalments, fixed rate maturity date and/or Fixed Rate Period or term, and Interest rate not completed in the Letter.

Letter of Offer
The Offer Document we prepare setting out the particulars or indicative particulars of a Facility, or variation of a Facility (and any Offer Document replacing an earlier Acceptance Document). It includes any other documents attached to the Offer Document.

Letter of Variation
Any Letter of Variation varying the Contract.

Limit
The limit or amount set out in the Letter of Offer to which the Facility can be drawn.

Liquidity Ratio
The ratio of:

- the sum of Current Assets and the amount of the financial accommodation we have made available to you, less the amount outstanding actually or contingently under that accommodation

to

- Current Liabilities

Loan
Any one of the Overdraft, Capital Equity Facility, Business Line of Credit, AgriBusiness Line of Credit, BetterBusiness Loan – Variable Rate, BetterBusiness Loan – Fixed Rate, SuperGear Loan, Commonwealth Portfolio Loan, Trade Advance Facility or Insured Export Finance Facility we make available under the Contract.

Loan Account
An account we establish in your name for recording all transactions in connection with a Contract and from which we debit a Loan, or any part of a Loan.

Loan Amount
The Loan Amount as set out in the Offer Document.

Loan Balance
At any time, the balance of the Loan Account.

Loan Portability
A product feature that allows you to vary the security property without repaying the Loan.

Long Term Fixed Loan Sub-Account
A sub-account where the fixed Interest rate period is greater than five years.

Management Accounts
All or some (at our option) of the following:

- balance sheet and profit and loss statement for a Reporting Period
- any of the records we notify you in writing that we require for any calendar month

Market Rate Loan
The Market Rate Loan which we make available under the Contract which can consist of multiple Loan Accounts under one Limit.

Market Value
For Financial Products which are listed on the stock market, the last sale price.

For unlisted Financial Products, the redemption price for the Financial Products and, in the absence of a redemption price, whatever value we decide.

For Mortgaged Real Property, the lesser of the Market Value that we ascribe (in our absolute discretion) or the amount which you (or the mortgagor if you are not the mortgagor) have agreed will be secured by the Real Property Mortgage.

Master Credit

In connection with a Back-to-Back Credit, a Documentary Credit issued in your favour in support of an Import Documentary Credit to be issued by us.

Material Adverse Effect

In our reasonable opinion, a material adverse effect on:

- your ability to perform your obligations under the Contract or the Security Interest; or
- the value of, or the amount that may be recovered on the sale of, the Security Property; or
- our rights and remedies in relation to the Security Property.

Maximum Amount

For a Guaranteed Contract:

- all amounts owing or which may become owing by the borrower (including any amount which we determine to be the future or contingent liability of the borrower) from time to time, and
- compounding interest on any amount we demand of the Guarantor under the guarantee, and
- our reasonable enforcement costs.

Maximum Borrowings

The maximum amount during the previous 12 months of any form of indebtedness, whether actual or contingent, for money borrowed or raised under the Contract or otherwise. This includes indebtedness under or for a guarantee of such indebtedness or a guarantee given to a financier.

Any fully-drawn Loan, a swap, option, hedge, forward, futures or similar transaction.

An acceptance, endorsement or discounting arrangement; a redeemable share or redeemable stock.

The deferred purchase price (for more than 90 days) of an asset or service or an obligation to deliver assets or services paid for in advance by a financier or otherwise relating to a financing transaction.

Mistaken Internet Payment or MIP

A payment made to an account on or after 20 March 2013 because the payer, using a 'Pay Anyone' internet banking facility, has entered or selected an incorrect Branch/State/Branch (BSB) number, account number or other identifier that does not belong to the intended recipient.

Mortgaged Real Property

Any real property or Leasehold property for which a Real Property Mortgage has been executed.

National Credit Code
The National Credit Code in the National Consumer Credit Protection Act 2009, the regulations made under that Act, and that Code and the regulations as amended from time to time.

Net Profit Before Tax
Net Sales/Revenue less the sum of all expenditure (brought to account on an accrual basis) in the normal operating activities of each Group Member's business.

Net Sales/Revenue
The sum of each Group Member's gross sales/ revenue, less discounts allowed in the normal operating activities of a Group Member's business.

Net Trading Surplus
The profit available before allowances are made for taxation, interest, depreciation, Leases and hire purchase plus wages/drawings of the borrower's proprietors/directors.

Net worth
The sum of each Group Member's Total Tangible Assets less the sum of each Group Member's Total External Liabilities.

Nominated Account
The transaction bank account which is held with us or otherwise reasonably acceptable to us which is in your name or the name of an Acceptable Third Party from which we are authorised at all times to draw amounts you must pay us under the Contract.

Non-Tangible Assets
Includes but is not limited to goodwill, copyright, patents and licences.

Offer Document
The Letter of Offer, Acceptance Document, Offer Document, Terms Schedule or Letter of Variation, prepared by us setting out the particulars, or indicative particulars, of a Facility, or variation of which (including any similar replacing an earlier document signed by us) records the particulars of the Contract or of the Contract as varied.

Overdraft
The Overdraft Facility made available under the Contract. An interest-only loan Facility with no fixed term issued for business purposes.

Parties
You and us.

Password
The password nominated by a Cardholder, in accordance with our requirements for the nomination of passwords, for use with the Cardholder's Card when the Cardholder makes certain transactions with a password and to obtain information about the Card Account or other services, by telephone.

Pay Anyone Internet Banking Facility

A facility that enables users of internet banking to transfer funds to others and which requires the inputting the Bank/State/Branch(BSB) and account numbers or other identifier of the account of the intended recipient.

Payment Amount

The amount, if any, paid or payable by us under these Terms and Conditions or an Offer Document plus any interest, fees or charges and any cost or expense we suffer or incur in connection with the Contract.

Payment Instrument

Any Standby, Letter of Guarantee and any counter-indemnity in favour of our Correspondent Bank issued by us.

Permitted Transactions

A Card transaction a Cardholder authorises a merchant to make on the Card Account, if certain events occur (for example, when a Cardholder authorises a car rental agency to complete a transaction record to recover damages, parking fines and other fines for motor traffic violations or when a Cardholder authorises a hotel to complete a transaction record when the Cardholder books a room, but the Cardholder does not arrive to occupy the room).

Person

Includes an individual, a firm, a body corporate, an unincorporated association or an authority.

PIN

A personal identification number which we may issue to Cardholders (or which a Cardholder selects) for use with a Card at Electronic Equipment.

PPS Law

The Personal Property Securities Act 2009 (Cth) and any regulations made under that Act (both as amended from time to time).

Pre-payment

A payment that you make before it is due to be made. Includes retirement of bills outstanding under a Bill Facility before the end of the Term of the Bill Facility other than as required under the Contract.

Property Development Budget

A document that details the total development costs, sales income and the cash flow timing of the development costs and sales income to determine the feasibility of and funding requirement for the project.

Total development costs are on a GST-exclusive basis and include acquisition costs, design/ council costs, building/construction costs, holding costs, fixed selling costs, interest capitalisation and construction/project contingency. Sales income includes the gross realisations of the project less allowance for GST and sales commission.

Proscribed Person

A person who appears to us either to be:

- a proscribed person or Entity under the Charter of the United Nations Act 1945 (Cth)
- in breach of the laws of any jurisdiction relating to money-laundering or counter-terrorism
- a person with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction
- acting on behalf of, or for the benefit of, a person above.

Qualifying Current Assets (QCA)

The aggregate of:

- accounts receivable which are of less than 91 days standing
- finished goods, work in progress and raw materials, excluding goods declared by us, in writing, or by the Group Member who owns the goods to be obsolete, and goods which are subject to any claim by a supplier on the Group Member, and

Quick Asset Ratio

The ratio of Current Assets less Total Inventory to Current Liabilities.

Real Property Mortgage

Any mortgage or charge over land (including Leasehold land) which secures the payment of money or performance of obligations due to us under this Contract.

Related Party

Any Entity that, at any time during a Reporting Period:

- has Control or significant influence over you
- is subject to Control or significant influence by you
- is subject to the Control of the Entity which has Control over you
- is subject to the Control of the same Entity which has a significant influence on you
- is subject to significant influence by the same Entity that has Control over you.

For the purposes of this definition:

- a trust may be a Related Party, and
- 'significant influence' means the capacity of an Entity to affect substantially the financial or operating policies or both of another Entity.

Repayment redraw Facility

The Facility under which we may again make available to your special repayments made to the BetterBusiness Loan – Variable Rate Loan Account or SuperGear – Variable Rate Loan Account.

Replacement Bill

The Bill which replaces another Bill when that Bill matures.

Reporting period
Any period of time that we notify you in writing to be your reporting period.

Requisite period
The period between the 16th day of the calendar month immediately before the end of a Fixed Rate Period and the end of that calendar month.

Reset confirmation letter
Our letter confirming the next Reset Date or other variation to a sub-account.

Reset Date
The date specified in a Sub-Account Confirmation Letter, Account Confirmation document or Reset Confirmation Letter (being the last day of the Reset Period) unless otherwise specified in an IRRM Agreement.

If it falls on a weekend or public holiday, the Reset Date will be deemed to be the next Business Day after the stated date unless that day falls in the next calendar month, in which case the Reset Date will be deemed to be the preceding Business Day.

Reset Period
The period between Reset Dates.

Rollover date
The date on which a Bill matures.

Security
A Real Property Mortgage or any other Security Interest for your obligations under a Contract, or for a Guarantor's obligations under a guarantee.

Security Interest
A mortgage, charge or other encumbrance in relation to real property or an interest in relation to goods or other personal property that, in substance, secures payment or performance of an obligation under a contract or a guarantee and includes a charge, consignment, pledge, transfer of title or assignment.

Security Property
The property mortgaged to us by the Security, or which is otherwise subject to a Security Interest, for the purpose of securing the repayment of all moneys owing or to become payable to us under the Contract.

Security Provider
A Person who provides a Security at any time in connection with a Contract or a Guarantee.

Shortfall
The difference between the face value amount of a Bill maturing on the Rollover Date and the proceeds of discount of the Replacement Bill for the maturing bill.

Specific Conditions of Use
The section of the product-specific information for a Facility headed 'Specific Conditions of Use', within the Letter of Offer or Schedule, setting out some conditions of the Facility (in additional to those set out in these Terms and Conditions).

Standby
A standby letter of credit including any performance, financial and direct pay standby letters of credit.

Statement Period
Each period for which we draw up a statement of the Card Account or would have drawn up a statement if:

- there had not been a breach of these terms and conditions, or
- there had been a transaction (other than us writing off an amount owed to us) on the Card Account since the date we last drew up a statement.

Sundry Creditor/Accrual
Amounts which are due and payable within the next 12 months by a Group Member to any third party, other than trade creditors or amounts in respect of loans to its shareholders, directors or related parties or any two or more of them.

SuperGear Loan
The Loan under that name or under the name BetterBusiness Loan (SuperGear) made available under the Contract or the balance of the Loan at any time remaining unpaid.

Term
The term of the Facility or Loan set out in the Offer Document for that Contract during which payments are to be made.

Term of Facility (BetterBusiness Loan or Bill Facility)
The period of time which commences on

the date the Loan is funded or the Bill Facility is implemented and expires or matures on the date set out in the Letter of Offer or Acceptance Document.

Term or Term of Facility (Overdraft, Business Line of Credit, AgriBusiness Line of Credit, or Capital Equity)
The period of time which starts on the date the Limit is implemented and expires when the Facility is cancelled and repaid.

Terms and conditions
The terms and conditions set out in this document.

Terms Schedule
The latest Schedule (if any) prepared by us setting out the particulars or indicative particulars of a Facility and includes any Terms Schedule replacing an earlier Terms Schedule.

Third Party Drawer
The person (if any), other than you, on whom bills are drawn under the Bill Facility.

Total amount of interest
Under a Contract means the total amount of interest shown in the Offer Document.

Total Assets
A Group Member's total current and non- Current Assets.

Total External Liabilities
Total Liabilities (current and non-Current Liabilities) less any loans to a Group Member from beneficiaries or from its shareholders, directors or Related Parties.

This does not include those loans to a Group Member from beneficiaries or from its shareholders, directors or Related Parties that are subordinated under a deed of subordination in favour of us in respect of the Facility.

Total Interest Bearing Debt
The aggregate amount of money borrowed or raised by each of the Group Members or financial accommodation made available to any Group Member which incurs Interest Expense.

This excludes any loans to a Group Member from beneficiaries or from shareholders, directors or related parties.

Total Inventory
The sum of each Group Member's finished goods, work in progress, and raw materials.

Total Liabilities
The sum of each Group Member's total current and non-Current Liabilities.

Total Revenue
The total of Gaming Machine Commissions or gaming machine net takings plus all other revenue (e.g. bar takings and catering, commissions, interest and rent received and sundry income) but excluding abnormal and extraordinary items.

Total Revenue (Bar and Bottle)
The total of bar sales and revenue from bottle shop sales (if any).

Total Tangible Assets
Total Assets less:

- the sum of each Group Member's Non- Tangible Assets, and
- any loans by a Group Member to beneficiaries or to its shareholders, directors or Related Parties.

Total Wages to Total Revenue
Total wages as a percentage of Total Revenue.

Trade Advance
A trade advance provides short term finance for both domestic and overseas import and export transactions. It is an advance of money for a fixed term at a fixed Interest rate that is set at commencement of the Loan.

Trade Finance Loan
Either an Import Trade Advance or an Export Trade Advance.

Trade Product or Service
Any trade related product, service, loan or Facility, including without limitation a product, service, loan or Facility described in section D (Trade Finance and Contingent Liabilities), provided by us to you.

Transaction
The transactions contemplated by the Contract.

User
You and any Cardholder.

Value of Qualifying Current Assets (VQCA)
The sum of each Group Member's Qualifying Current Assets from time to time.

Variable Market Rate
BBSY Rate or CBA Market Rate, as applicable.

We or Us
Commonwealth Bank of Australia

(ABN 48 123 123 124 Australian Credit Licence 234945) and its respective successors and assigns.

You and your
Any person who agrees to be bound by the Contract. If there are more than one of you, You means each of them separately and every two or more of them jointly. You includes your executors, administrators and assigns.

Your Agent
Your Authorised Representative for the Facilities.

G: PRIVACY

In this section:

- 'you' includes individual Borrowers and any person who holds office in an entity which is a Borrower and 'we' includes our agents.
- 'your information' means information about you or your entity (such as name and contact details), your interactions with us (such as transactions) and your credit history (such as amount borrowed, whether you fail to make any repayments on time and information obtained from credit reporting bureaus).
  It may also include information about you that is publicly available, for example from public registers or made available through social media.

The authorisations given under this section apply to any current or future application for credit by you/your entity, and the ongoing management of any resulting facility.

G1.1 Why we collect your information and what we use it for

We collect your information to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act, and if you are giving a mortgage, certain State property laws, e.g. the Real Property Act in NSW, and to assess your application for credit.

We also collect it to administer our customer relationships, for internal processes including risk management and pricing, to meet our obligations in relation to external payment and credit reporting systems, for our own funding arrangements, and (unless you tell us not to) to identify and tell you about products and services that may interest you. If you don't want to receive marketing information you can tell us by calling **13 2221**.

If you give us your electronic and telephone details, you agree we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

In some cases, we collect sensitive information for specific purposes. For example, in assessing an application you make for hardship relief, we may collect information about your health.

G1. 2 Exchanging information with CRBs and others involved in credit

We exchange your information with credit reporting bodies (CRBs); other credit providers; persons who are involved in arrangements that provide funding to us; and third parties providing fraud detection services in order for us or them to:

- decide whether to accept you/your entity as a borrower or advise as to risks of acceptance,
- manage credit borrowed by you/your entity and collect overdue payments; and
- facilitate or manage funding arrangements.

You authorise us to:

- obtain a consumer credit report from a CRB to assess an application for, or collect overdue payments of, commercial credit for which you or your entity has applied; and

- disclose to CRBs whether you have made repayments on time.

You also authorise CRBs to disclose your information to a trade insurer in order for that insurer to assess the risks relating to providing insurance to us.

The CRBs we use are Equifax – **www.equifax. com.au**
Experian – **www.experian.com.au/ credit-services**
and
Dun & Bradstreet – **www.checkyourcredit.com.au**

See our Privacy Policy for how to access CRB credit information handling policies and information about your rights if you suspect you may be a victim of identity fraud and regarding use by CRBs of your information for marketing purposes.

You have rights to access any credit-related information from us, to request us to correct the information, and to make a complaint to us in relation to the information.

G1.3 Exchanging information with guarantors

You authorise us to give any current or prospective guarantor or security provider any information concerning your/your entity so that they can decide whether to act as guarantor/ security provider. This includes information about any facility to be guaranteed (and any facility to be refinanced by it).

G1.4 Other people we may exchange your information with

You authorise us to exchange your information with members of the Group who may use your information for any of the purposes we can.

We may also exchange your information with others outside the Group, for example, your employer (to verify your identity), representatives, franchisor or builder, mortgage insurers, brokers and agents who refer your business to us, our service providers, other financial institutions, debt collectors and debt purchasers and relevant public registers.

Sometimes, it may be necessary to send your information overseas – for example, where we outsource functions overseas (eg. if you use SmartSign we use a US provider), send information to Group members overseas, where we need to complete a particular transaction on your behalf or where this is required by laws and regulations in Australia or in another country. See our Privacy Policy for more information.

G1.5 Privacy Policy and how to contact us

Please visit **commbank.com.au** (follow the Privacy Policy link) to view the most recent copy of our Group privacy policy, You can also obtain a copy from any branch of the Bank. Please read the policy in conjunction with this form. It tells you about:

- other ways and reasons that we and the Group may collect, use or exchange your information;
- how you may access and seek correction of your information; and
- how to complain about a breach of your privacy rights (including credit reporting rights) and our complaint handling procedures.

You can also contact us about privacy issues:

- Email – **customerrelations@cba.com.au**;
- Phone – **1800 805 605**; or
- Mail – Write to the address in our Privacy Policy.

H: ADDITIONAL OBLIGATIONS

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (eg. laws that address taxation). So that we may comply with our obligations under these laws or regulations, we may:

- require you to provide information about you or your product;
- withhold an amount from a payment to you if required to do so, and if we do, we will not reimburse you for the amount withheld;
- take such other action as is reasonably required, including, for example, closing your account; and/or
- be required to report your account details to the relevant tax authority.

I: WHERE TO GET HELP

I want to...	Who to contact...
Ask general questions relating to Business Accounts	Call **13 19 98** (24 hours a day, 365 days a year)
Activate my KeyCard or credit Card	Call **13 22 21** (24 hours, 7 days a week), or visit your local Commonwealth Bank branch. At any other time call Freecall **1800 011 217**. If calling from overseas call **+61 13 22 21**.
Request a higher daily electronic banking withdrawal limit	
Obtain the balance on my account	
Report a lost or stolen passbook	
Report a credit Card or KeyCard lost or stolen in Australia	
Request a statement to be sent more frequently	
Advise of a change in personal details	
Report a credit Card or KeyCard lost or stolen when overseas	Call **+61 2 9999 3283** (24 hour service), or **+61 13 28 28** (8 am to 8 pm – Sydney time), or notify any financial institution displaying the sign for that brand of Card (e.g. MasterCard sign), or phone the relevant hotline number listed in our Credit Cards Conditions of Use brochure. Calls to both these numbers are at your expense.

I want to...	Who to contact...
Report Unauthorised Transactions on my account	Call **13 22 21** (24 hours, 7 days a week), or visit your local Commonwealth Bank branch, or visit our website: **commbank.com.au**
Obtain current Interest rates and special Interest Rate offers	
Register to use NetBank	Call **13 28 28** (8 am to 8 pm – Sydney time), or visit NetBank on our website: **commbank.com.au/netbank**
Register to use BPAY View	Call **13 28 28** (8 am to 8 pm – Sydney time), or register on our website: **commbank.com.au/netbank**
Find out more about BPAY	Call **1800 022 966** (24 hour service).
Get help with EFTPOS terminals	
Make a complaint to Customer Relations, or contact them to access personal information	Send or fax your letter to: Customer Relations Department, Commonwealth Bank Group, Reply Paid 41, Sydney NSW 2001 (fax: **1800 028 542**), or Freecall **1800 805 605** (unless made from a mobile). You can also email your complaint by completing the e-form on our website: **commbank.com.au/contactus/comment.asp**
Take a complaint to the Australian Financial Complaints Authority (AFCA)	Send or email your letter to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC, 3001 (email: **info@afca.org.au**), or call **1800 931 678**, or visit their website: **www.afca.org.au**
General branch opening hours	Monday to Thursday: 9.30 am to 4 pm. Friday: 9.30 am to 5 pm.

J: CREDIT GUIDE

This credit guide applies if we enter into a credit Contract with you regulated by the National Consumer Credit Protection Act (The Act).

The Act regulates credit provided in Australia to individuals for personal, domestic or household purposes and for investment in residential property. The Act does not apply to companies, Norfolk Island borrowers or to borrowers of credit provided wholly or predominantly for investment (other than in residential property) or for business purposes (or for both purposes).

The Commonwealth Bank of Australia, Australian Credit Licence 234945 is the credit provider. You can contact us by contacting your relationship manager or business banker, contacting us at our address on any Offer Document or by calling **13 1998**.

We will not make an unsuitable Contract with you

We will not enter into a Contract, or increase the credit limit of your current Contract, if at the time of our assessment it would be unsuitable for you. A Contract will be unsuitable for you if you will be unable to comply with your financial obligations under the Contract without suffering substantial hardship, or if the Contract does not meet your stated requirements and objectives.

In order to ensure that we do not enter into a Contract that is unsuitable with you, we are required to make reasonable inquiries relating to your financial situation, requirements and objectives, and to take reasonable steps to verify your financial situation.

We will provide a copy of our assessment if you ask

We are required to make an assessment that the credit Contract or increase in credit limit is not unsuitable before we enter into a credit Contract with you or agree to increase your current credit limit.

If you ask us we will give you a copy of the assessment before entering into the credit Contract or increasing your credit limit.

You may also request a copy of the assessment within seven years of the date the Contract is made or your credit limit is increased. If your request is made within two years, we will provide you with the assessment within seven Business Days of your request, otherwise we will provide you with the assessment within 21 Business Days. We will not charge you a fee for providing the assessment.

What if you have a complaint?

In the event of a dispute, you should first discuss the matter with us to see whether we can satisfactorily resolve your concerns. Please contact your relationship manager or the manager of the department that handles the matter and explain the problem.

Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, please contact our Customer Relations team:

- Phone our Customer Relations team on **1800 805 605**
- If you're overseas, call **+61 2 9841 7000**

- Complete the online feedback form at **commbank.com.au/contact-us/compliments-complaints**
- By facsimile on **1800 028 542**
- Or write to us at:
  Customer Relations Commonwealth Bank
  Group GPO Box 41
  Sydney, NSW, 2001

If we are unable to resolve the dispute to your satisfaction, you may apply to the Australian Financial Complaints Authority Limited ABN 38 620 494 340 (AFCA). AFCA is an impartial, independent and free external dispute resolution scheme to resolve disputes. Before AFCA can investigate the matter, you must have first given us the opportunity to review it.
The contact details for AFCA are:

Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne Victoria 3001

Phone: **1800 931 678**

Email: **info@afca.org.au**

Website: **www.afca.org.au**

K: INFORMATION STATEMENT

This statement does not apply to companies, Norfolk Island borrowers or to borrowers of credit provided wholly or predominantly for investment (other than

in residential property) or business purposes (or for both purposes).

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

The Commonwealth Bank of Australia, Australian Credit Licence 234945 is your credit provider, and in this statement is referred to as 'the Bank'.

References to a 'mortgage' include a mortgage, a charge or a security interest over land, goods or other forms of property.

This statement tells you about some of the rights and obligations of yourself and the Bank. It does not state the terms and conditions of your Contract.

If you have any concerns about your Contract, contact the Bank and, if you still have concerns, the Bank's external dispute resolution scheme, or get legal advice.

THE CONTRACT

1. How can I get details of my proposed credit Contract?

The Bank must give you a pre-contractual statement containing certain information about your Contract.

The pre-contractual statement, and this document, must be given to you before:

- your Contract is entered into, or
- you make an offer to enter into the Contract

whichever happens first.

2. How can I get a copy of the final Contract?

If the Contract document is to be signed by you and returned to the Bank, you must be given a copy to keep. Also, the Bank must give you a copy of the final Contract within 14 days after it is made. This rule does not apply if the Bank has previously given you a copy of the Contract document to keep.

If you want another copy of your Contract, write to the Bank and ask for one. The Bank may charge you a fee. The Bank has to give you a copy:

- within 14 days of your written request if the original Contract came into existence 1 year or less before your request, or
- otherwise within 30 days of your written request.

3. Can I terminate the Contract?

Yes. You can terminate the Contract by writing to the Bank so long as:

- you have not obtained any credit under the Contract, or
- a Card or other means of obtaining credit given to you by the Bank has not been used to acquire goods or services for which credit is to be provided under the Contract.

You will still have to pay any fees or charges incurred before you terminated the Contract.

4. Can I pay my credit Contract out early?

Yes. Pay the Bank the amount required to pay out your credit Contract on the day you wish to end your Contract.

5. How can I find out the pay-out figure?

You can write to the Bank at any time and ask for a statement of the pay-out figure as at any date you specify. You can also ask for details of how the amount is made up.

The Bank must give you the statement within seven days after you give your request to the Bank. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my Contract early?

Yes. The interest you can be charged depends on the actual time money is owing. You may have to pay an early termination charge (if your Contract permits the Bank to charge one) and other fees.

7. Can my Contract be changed by the Bank?

Yes, but only if your Contract says so.

8. Will I be told in advance if the Bank is going to make a change in the Contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated, or
  - a change in credit fees and charges, or
  - any other changes by the Bank

except where the change reduces what you have to pay or the change happens automatically under the Contract.

9. Is there anything I can do if I think that my Contract is unjust?

Yes. You should first talk to the Bank. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the Bank's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. The Bank's external dispute resolution provider is the Australian Financial Complaints Authority Limited contactable on **1800 931 678**, **www.afca.org.au** or GPO Box 3, Melbourne VIC, 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.
You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at **http://www.asic.gov.au**.

INSURANCE

10. Do I have to take out insurance?

The Bank can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the Bank cannot insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by the Bank. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Other Information

Also, if you acquire an interest in any such insurance policy which is taken out by the Bank then, within 14 days of that happening, the Bank must ensure you have a written notice of the particulars of that insurance.
You can always ask the insurer for details of your insurance Contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the Contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit Contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

The Bank must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit Contract ends before any insurance Contract over mortgaged property?

You can end the insurance Contract and get a proportionate rebate of any premium from the insurer.

MORTGAGES

15. If my Contract says I have to give a mortgage, what does this mean?

A mortgage means that you give the Bank certain rights over any property you mortgage. If you default under your Contract, you can lose that property and you might still owe money to the Bank.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit Contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the Bank has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you cannot assign or dispose of the property unless you have the Bank's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23. Otherwise you may:

- if the mortgaged property is goods – give the property back to the Bank, together with a letter saying you want the Bank to sell the property for you
- sell the property, but only if the Bank gives permission first, or
- give the property to someone who may then take over the repayments, but only if the Bank gives permission first.

If the Bank won't give permission, you can contact their external dispute resolution scheme for help.

If you have a Guarantor, talk to the Guarantor who may be able to help you.

You should understand that you may owe money to the Bank even after mortgaged property is sold.

19. Can the Bank take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your Contract.

20. If the Bank writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have seven days after receiving the Bank's request to tell the Bank. If you do not have the goods you must give the Bank all the information you have so they can be traced.

21. When can the Bank or its agent come into a residence to take possession of mortgaged goods?

The Bank can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

GENERAL

22. What do I do if I cannot make a repayment?

Get in touch with the Bank immediately. Discuss the matter and see if you can come to some arrangement. You can ask the Bank to change your Contract in a number of ways:

- to extend the term of your Contract and reduce payments, or
- to extend the term of your Contract and delay payments for a set time, or
- to delay payments for a set time.

23. What if the Bank and I cannot agree on a suitable arrangement?

If the Bank refuses your request to change the repayments, you can ask the Bank to review this decision if you think it is wrong.

If the Bank still refuses your request you can complain to the external dispute resolution scheme that the Bank belongs to. Further details about this scheme are set out below in question 25.

24. Can the Bank take action against me?

Yes, if you are in default under your Contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the Bank's external dispute resolution scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

If you have any complaints about your credit Contract, or want more information, contact the Bank. You must attempt to resolve your complaint with the Bank before contacting the Bank's external dispute resolution scheme.

If you have a complaint which remains unresolved after speaking to the Bank you can contact the Bank's external dispute resolution scheme or get legal advice.

The external dispute resolution scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The Bank's external dispute resolution provider is the Australian Financial Complaints Authority Limited (AFCA) and can be contacted on 1800 931 678, www.afca.org.au or GPO Box 3, Melbourne VIC, 3001.

Please keep this information statement. You may want some information from it at a later date.

[SECTIONS 3 AND 4 OMITTED]

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