Commonwealth Bank of Australia

Current Terms and Conditions for SuperGear

Issued 15 January 2026

Contents

1	Your Contract With Us	3
2	Setting Up And Using Your Facility	5
3	Costs And Payments	7
4	Changes To Your Facility	11
5	Managing Your Account	15
6	Your Ongoing Obligations	16
7	Defaulting On Your Contract	19
8	Notices	22
9	Our Rights, Reversed Payments And Refusal Of Service	23
10	Meanings Of Words	24

Please read

It is important that *you* take the time to read and understand the *Contract*, including these *Terms and Conditions*.

We're here to help

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

If *you* are experiencing financial difficulty making payments under a loan, then *you*, or *your* representative, should contact *us* as soon as possible. *We* can then discuss *your* situation and the options available to help *you*. The sooner *you* contact *us*, the sooner *we* can try to help.

Banking code of practice

The Code of Banking Practice applies to *your Facility* if *you* are an individual or a 'small business customer' as defined in the Code of Banking Practice.

1 YOUR CONTRACT WITH US

1.1 The Contract

1.1.1 When *we* offer to provide *you* with *your Facility*, the contract between *you* and *us* is made up of:

(a) this document;

(b) the *Offer Document*; and

(c) any other documents specified in the *Offer Document*.

1.1.2 If there are inconsistencies, the *Offer Document* (including any contractual documents referred to within it) prevails over this document.

1.1.3 Except to the extent stated in these documents, other services *we* provide, such as payment services or other transaction accounts or services, or access to *your Facility* using one of *our* electronic banking platforms, are governed by separate terms, not this *Contract*.

1.2 Declarations you make

Each time *you* sign an *Offer Document* or use a *Facility*, *you* declare that:

1.2.1 (General declarations):

(a) the name of each individual given to *us* is correct;

(b) a *Security Provider* who gives *us Security* is the sole owner of the *Security Property*, or *you* have told *us* of any joint owners;

(c) the *Security Property* is not, and will not become, subject to any kind of competing *Security Interest* or obligation without *our* prior written consent;

(d) *you* are not in material default on any other credit agreement and nothing has happened which may put *you* in default;

(e) you're not breaching any laws or obligations to anyone else by signing the *Contract*;

(f) none of the information *you* have given *us* is incorrect, incomplete or misleading in any material respect; and

1.2.2 (for each Borrower that is a company):

(a) the company is financially sound and not under threat of liquidation;

(b) there are no current, pending or threatened proceedings against the company that could have a *Material Adverse Effect*, including legal actions, arbitration or administration proceedings;

(c) the *Contract* and each transaction contemplated under it either:

(i) benefits the company and does not create any conflict of interest, or

(ii) has been approved by a resolution, duly passed by the shareholders of the company; and

1.2.3 (for each Borrower that is a trustee):

(a) any other trustees of the trust are *Borrowers* under the *Contract*;

(b) *you* have the power under the trust deed and all the necessary authorisations to enter into the *Contract* and observe *your* obligations under it;

(c) *you* have a right to be fully indemnified for all *your* obligations under the *Contract* out of the property *you* hold on trust;

(d) the trust is validly constituted and has not been terminated;

(e) either:

(i) there is no conflict of interest affecting *you* as trustee, *your Related Parties* or *your* directors preventing *you* entering into or performing *your* obligations under the *Contract*; or

(ii) the trust deed permits *you* to enter into and perform *your* obligations under the *Contract* despite any conflict of interest that may affect *your Related Parties* or *your* directors;

(f) the *Fund* is sufficient to satisfy *your* right of indemnity;

(g) *you* are not in default under the trust deed and no action has been taken or proposed to terminate the trust;

(h) *you* have complied with *your* trustee obligations, and *your* directors and officers have compiled with their obligations;

(i) *you* have taken every necessary action to be authorised to execute the *Facility* and perform *your* obligations under the *Contract*;

(j) executing the *Contract* is not a breach of trust on *your* part; and

(k) our rights under the *Contract* have priority over the interest of the beneficiaries of the trust.

1.3 Laws that apply to this Contract

The *Contract* is governed by the laws in the State or Territory of *your* address in the *Offer Document*.

1.4 Counterparts

An *Offer Document* may be executed in any number of counterparts, all of which are taken together to constitute one and the same instrument.

1.5 Our power of attorney

1.5.1 *You* irrevocably appoint each of *our* employees separately as *your* attorney to:

(a) change an incomplete or inaccurate *Offer Document*, as long as the change is consistent with the information or instructions *you* have provided; and

(b) do anything else of a minor nature reasonably required to make the *Contract* complete and enforceable, for example, completing blanks or dating documents.

2 SETTING UP AND USING YOUR FACILITY

2.1 Purpose

You can only borrow for the purpose set out in the *Offer Document*, and only use *your Loan* to:

(a) pay the purchase price of the *Security Property* at settlement and, if *we* previously agreed, pay for repairs and maintenance when *you* buy it in accordance with section 67A of the Superannuation Industry (Supervision) Act 1993 (Cth);

(b) refinance a loan that complies with section 67A of the Superannuation Industry (Supervision) Act 1993 (Cth) and was used to buy the *Security Property*; or

(c) refinance a loan that was used to buy the *Security Property* in order to ensure compliance with the Superannuation Industry (Supervision) Act 1993 (Cth).

2.2 Cancelling your Facility before it is funded

We can withdraw *our* offer or cancel a *Facility* at any time before *you* use it if:

(a) *you* don't use it within three months of signing the *Offer Document* (see **clause 2.4**);

(b) your financial circumstances change and *we* reasonably believe *you* will not be able to meet *your* obligations under the *Contract*; or

(c) the terms of a *Fixed Rate Period* have been agreed but the *Facility* is not funded on the expected funding date.

2.3 Single drawdown

(a) *You* must draw down the entire *Loan* amount in a single lump sum within three months of the date of the *Offer Document*. After that, *your Limit* is reduced to the current *Loan* amount. If *you* don't draw funds within the agreed time, *we* may cancel the undrawn *Facility*.

(b) Redraw is not available with SuperGear.

2.4 Conditions you must meet before funding

You need to meet these conditions before *we* will allow any *Drawing*:

Conditions	
Identity check	• *We* have completed all *Know Your Customer Checks* relating to *you*, *your* beneficial owners, each *Security Provider* and any *Authorised Representative*.
Information we require	• *You've* given *us* all the information *we've* asked for about the *Facility* and it's use.
Default	• *You're* not in *Default* and would not be in *Default* as a result of the *Drawing*.
Security	• *We're* satisfied with the valuation and title to the *Security Property*. • *You've* done everything *we* have required to give *us* any *Security*. • A *Security Provider* has not withdrawn or given notice to limit their indemnity or become an undischarged bankrupt.
Documentation and instructions	• *We've* received all relevant documents from *you* in a form acceptable to *us* properly executed, including any *Security* documents, and any authority documents required to process payments to or from *your* accounts and *Relevant Documents*.

Conditions	
Insurance	• *You've* given *us* evidence *you* have insurance which meets *our* requirements if *we* request it.
Additional conditions	• *You've* met any additional conditions set out in the *Offer Document*, including *Conditions Before Funding*, and conditions prior to variation.
Nominated Account	• *You've* met the requirements in 3.4.2 regarding any *Nominated Account*.

3 COSTS AND PAYMENTS

3.1 What you must pay

3.1.1 Principal

(a) *Your* principal is the total amount *we* have advanced to *you* under *your Facility*.

(b) *You* must repay the principal advanced under *your Facility*:

(i) as set out in **clause 3.2** and *your Offer Document*, and

(ii) in full by the final repayment date of the *Facility*, together with any other amounts still owing.

(c) *We* will not require *you* to repay the *Residual Balance* until the end of the Term unless *you* are in *Default*. *We* are under no obligation to refinance *your Residual Balance*.

3.1.2 Interest

(a) *You* must pay interest

(i) For each day there is an *Outstanding Balance*, *you're* liable for interest on it. The day's interest rate will be the *Interest Rate* divided by 365 (even in a leap year), and it will be applied to the *Outstanding Balance* at the end of the day.

(ii) After *we* have processed transactions to the *Loan Account*, *we* will calculate interest on the last calendar day of each month (or on any other agreed interest charging cycle). *We* will then charge interest the next day by debiting it against *your Loan Account* (as part of the *Outstanding Balance*).

(b) *Your* Interest Rate

(i) *Your Interest Rates* are set out in *your Offer Document* and *Account Confirmation Document*.

(ii) If *your* interest charging cycle is not monthly, *your Interest Rate* may also include a premium, set out in *your Offer Document* or *Account Confirmation Document*.

(iii) If *we* determine *your Interest Rate* by starting with a base rate (the reference rate) and adding or subtracting any premium or discount (the margin), and the result is less than zero, then *your Interest Rate* will be deemed to be zero.

3.1.3 Fixed rate loans

(a) *Your Offer Document* may set out an indicative fixed *Interest Rate*. The actual fixed *Interest Rate* will be set on the day *your Loan* is funded and set out in an *Account Confirmation Document*, together with the first repayment due date, repayment frequency and the *Fixed Rate Period*.

(b) When a *Fixed Rate Period* ends, the *Interest Rate* will revert to the relevant variable CBA reference rate applicable to SuperGear Loans, unless *you* and *we* have agreed the terms of a new *Fixed Rate Period* or variable rate in a new *Offer Document*.

3.1.4 Default Interest

(a) *You* must pay *us Default Interest* on any amount, including interest, which *you* fail to pay on the due date or which exceeds *your Limit*.

(b) This does not affect *your* obligation to make all payments on time.

(c) *We* charge *Default Interest*:

(i) at *our* monthly Excess drawing interest rate: see **commbank.com.au/business/rates-fees.html**,

(ii) daily on the overdue or overdrawn amount from the due date or the date it became overdrawn until the overdue or overdrawn amount is paid.

(d) *You* must pay any outstanding *Default Interest* on the day *you* pay out the *Facility.*

3.1.5 Fees

(a) *You* must pay fees as set out in these *Terms and Conditions* and *your Offer Document* as changed from time to time under **clause 4**.

(b) For a fee expressed as a per annum percentage, *we* calculate the daily rate by dividing the percentage by 365 (even in a leap year), unless otherwise specified.

3.1.6 Establishment and management costs

(a) *You* must reimburse *us* for costs *we* reasonably incur establishing or managing *your Facility* as disclosed in the *Offer Document* whether or not the *Facility* proceeds, including government duties, fees, taxes and legal costs.

(b) If *we* can apply for a refund or credit for costs paid by *you*, we'll apply for it and pay *you* whatever part of it is owed to *you*.

3.2 When you must pay

3.2.1 Scheduled repayments

(a) *Your* Offer Document or Account Confirmation Document sets out your repayment details, including the times *you* must make repayments.

(b) *Your* scheduled repayments will include a portion of *your* principal, unless *your* Facility has an interest-only period.

(c) If a repayment is due on the 29th, 30th or 31st day of the month, but a month does not have that date, it will be due on the last day of that month.

3.2.2 When *you* must pay the Outstanding Balance

(a) *You* must pay the *Outstanding Balance* and any other amounts payable by *you* under this Contract by the end of the Term, unless *we* have given *you* written notice stating otherwise.

(b) Until the *Outstanding Balance* is paid, interest will continue to accrue on it (although the rate may change in accordance with these *Terms and Conditions*), and *you* must continue to make interest and fee payments at the same frequency.

(c) *We* may, but are not required to, change scheduled repayments in line with interest rate changes. If *we* don't change the scheduled repayments, this may result in a larger than expected *Outstanding Balance* which has to be repaid when the *Facility* ends.

3.3 Pre-payment and Early Repayment Adjustment

3.3.1 Fixed Rate Loans

Pre-paying or changing fixed rate Loans

(a) If *you* have a fixed rate *Loan*, *we* may allow *you* to:

(i) repay all or part of the *Loan* during the *Fixed Rate Period*;

(ii) change the *Fixed Rate Period*, repayment amounts, repayment frequency, interest rate or repayment type; or

(iii) switch to a variable *Interest Rate*.

(b) *We* treat each such change as a *Pre-payment* in respect of the *Outstanding Balance* which is the subject of the change.

(c) Usually, *we* do not allow any *Pre-payment* less than $25,000.

Early Repayment Adjustment

(d) *You* must pay an *Early Repayment Adjustment* and the *Administration Fee* on the *Pre-payment* date.

(e) This is because fixed interest rate loans are provided on the understanding that only the scheduled repayments will be made over the *Fixed Rate Period*. While *we* may let *you* make a *Pre-payment* for all or part of the *Outstanding Balance*, *you* will be liable to pay the *Early Repayment Adjustment*.

Warning: If the wholesale market swap rate falls, the *Early Repayment Adjustment* can be high. *You* can ask *us* for an estimate of an *Early Repayment Adjustment* at any time.

(f) If *you* ask *us*, we'll give *you* a statement setting out how *we* estimated the *Early Repayment Adjustment* as a result of the *Pre-payment*, including the formula.

(g) *We* may also charge *you* an *Early Repayment Adjustment* and *Administration Fee* if a fixed rate *Loan* becomes repayable early because of *your Default*.

3.3.2 Variable rate Loans

You can fully or partially repay a variable rate *Loan* at any time by giving *us* two days' notice.

3.4 How you pay

3.4.1 Authorisation

You authorise *us* to debit *your Loan* Account or *your Nominated Account* for any fees, interest, repayments, establishment and management costs, or other amounts owing under this *Contract*.

3.4.2 Direct Debit – Nominated Account

(a) At all times *you* must maintain an approved *Nominated Account* with sufficient funds and an up-to-date direct debit authority for each *Facility*.

(b) Usually, the *Nominated Account* must be a transactional account with *us* that is in *your* name.

(c) At *our* discretion, *we* may allow *you* to choose a *Nominated Account* in the name of a third party or with another financial institution.

(d) *You* must make sure that any *Nominated Account* has enough money to meet *your* payment obligations from time to time.

3.4.3 What happens if a payment is dishonoured

(a) If a payment is dishonoured, it will be treated as if it has not been made. This may mean *you* default on *your* obligations, *your Nominated Account* may become overdrawn and *you* may incur associated fees.

(b) *We* may try to collect the payment again on a later date by the same method.

3.4.4 *We* can open a payment account

If a payment is not made on time under the *Contract*, *you* authorise *us* to:

(a) Debit the credit balance of any other account *you* have with *us* to wholly or partly repay the outstanding amount; or

(b) Open a payment account in *your* name against which *we* may debit any outstanding amount *you* o*we us* under the *Facility*, including *Default Interest* on the outstanding amount. *We* will promptly inform *you* if *we* have done either of the above.

3.4.5 Cash Repayments

We do not accept cash repayments directly to *your Loan Account*.

3.5 How we apply your payments

If *you* have more than one *Facility* and pay more or less than the required amounts on any of them, *we* can decide how to apply any payment *you* make to *your Facilities*, unless *you* advise *us* how *you* want it applied.

3.6 If you cancel the Facility before funding

If *you* end the *Contract* before *we* provide the *Facility*, *we* can ask *you* to pay the accrued fees and charges under the *Contract* and keep fees and charges *you* have already paid for services provided.

4 CHANGES TO YOUR FACILITY

4.1 Changes you and we agree

(a) *Your Contract* can only be changed in writing signed by *you* and us, except as set out in these *Terms and Conditions*.

(b) If *you* ask for a change to the *Facility* and *we* agree, we'll send *you* a new *Offer Document*, an *Account Confirmation Document* or both. *We* may ask *you* to sign the documents to confirm the changes.

(c) Term extensions are no longer offered at maturity as the SuperGear product is no longer available for sale.

4.2 Changes we can make without your agreement

(a) The types of changes *we* can make to the *Contract* without *your* agreement are listed in **the table** on the next page with the minimum notice period and the way we'll let *you* know of the changes. We'll act reasonably in exercising these rights and only to the extent reasonably necessary to protect *our* legitimate business interests.

(b) Each of the type of changes below is a separate right and this **clause 4.2** is to be read as if each change was a separately expressed right.

(c) If *you* don't like any of the changes, *you* can cancel the *Contract* by repaying the *Facility*. *You* may have to pay fees and charges, such as an *Early Repayment Adjustment* and an *Administration Fee*.

(d) No notice of change is required if a particular change has already been agreed in the *Contract* (for example, the expiry of special pricing on a certain date).

(e) *We* can't change a *Fixed Rate* during the *Fixed Rate Period*. However, unless otherwise agreed, *Fixed Rate*s described in an *Offer Document* are indicative only until the *Fixed Rate Period* and *we* do not have to notify *you* of the final *Fixed Rate* before the *Fixed Rate Period* begins.

Changes table

What we can change	How we can change it	Minimum notice period	How we will notify you about the change
(i) *Variable Interest Rates.* Includes reference rates, margins and premiums. Note: CBA reference rates are also published on **commbank.com.au**.	Increase them.[1]	If *we* haven't made the same change to other customers' *Interest Rates*, 30 days. Otherwise, no later than the day on which the variation takes effect.	In writing[2] or by advertising in the national or local media.
(ii) Variable Interest Rates	• Change the basis on which interest is calculated. • Change the frequency with which interest is debited or credited.	30 days.	In writing.[2]
(iii) Fees (including any fee expressed as a percentage of your Outstanding Balance or Limit or other amount)	• Introduce a new bank fee.[1]	30 days.	In writing.[2]
	• Increase an existing bank fee.[1]	30 days.	In writing[2] or by advertising in national or local media.
	• Introduce a new or change an existing government fee which *you* pay under the *Contract*.	*We* won't notify *you* about the change if the change is publicised by the government. Otherwise, *we* will notify *you* no later than the day on which the variation takes effect.	In writing[2] or by advertising in the national or local media (if required).
(iv) Repayments	• Increase the amount or frequency of scheduled repayments.	30 days.	In writing.[2]

What we can change	How we can change it	Minimum notice period	How we will notify you about the change
(v) *Facility Limit*	Reduce or cancel the *Limit* if *we* reasonably consider that *you* won't be able to meet *your* obligations under the *Contract* because of a change in *your* financial circumstances, following: • our annual review; or • *a Review Event.*	90 days.	In writing.[2]
(vi) *Any other term in the Contract*	Make any change which reduces *your* obligations or extends time for payment, including reducing interest rates, fees, or scheduled repayments.	No later than when *we* give *you* the next statement of account.	In writing[2] if the change is specific to *you* and not generally applicable to other customers. Otherwise, by advertising in the national or local media.
	Make any change to: • Implement any *Regulatory change* • Correct errors, inconsistencies or ambiguities. • Reflect changes in technology or *our* processes, including computer systems. • Include new product features or services, or changes to better meet customer needs. • Add, change or remove any concessions or benefits. • Bring *us* into line with *our* competitors, industry or market practice or best practice in Australia or overseas. Make any other change which *we* reasonably consider is not adverse to *you*).	90 days if *we* reasonably consider the change will be adverse to *you*, except where urgent action is reasonably necessary to protect *our* legitimate interests or manage *our* risk. Otherwise no later than the day the change takes effect.	In writing[2] if the change is specific to *you* and not generally applicable to other customers. Otherwise, by advertising in the national or local media.

1. For example, *Facility* pricing (e.g. margins, fees and rates) may be increased for the following reasons:
   - Deterioration in credit worthiness;
   - Increases in *our* costs;
   - *Regulatory Change*; or
   - Changes in market conditions.
2. If *we* can't reasonably contact *you*, *we* do not need to provide *you* with written notice and may instead rely on an advertisement in national or local media. Writing includes electronic notice under **clause 8.2**.

4.3 What happens if we reduce or cancel your Limit

If *we* reduce or cancel *your Limit*, *you* must repay such amount as is necessary to reduce the *Outstanding Balance* to an amount not exceeding the *Limit* by the end of the notice period and the *Early Repayment Adjustment* (calculated as if *you* had prepaid the *Loan* on the date it was cancelled if applicable).

5 MANAGING YOUR ACCOUNT

5.1 Appointing Authorised Representatives

(a) *You* can appoint one or more *Authorised Representatives* by signing *our* usual authority and providing evidence *we* request to complete *Know Your Customer Checks*. Different authorities may be required for different instruction methods.

(b) *Your Authorised Representatives* can agree terms for any *Facility*. For example, an *Authorised Representative* may:

(i) authorise or cancel any transaction;

(ii) agree to interest rates or repayment terms;

(iii) agree on arrangements for ending this *Contract* or any related document or agreement; and

(iv) obtain any information about the *Facility*.

(c) Where there are multiple *Borrowers*, each *Authorised Representative* is authorised to act for all the *Borrowers*.

(d) When *you* appoint an *Authorised Representative*:

(i) you authorise *us* to rely on all instructions from anyone *we* reasonably believe to be an *Authorised Representative* (whether orally in person or by phone, in writing, fax, email or via one of *our* electronic banking platforms), without the need to make further enquiries; and

(ii) you release *us* from any liabilities and indemnify *us* for any losses resulting from their appointment, except those caused by *our* negligence, wilful misconduct or fraud.

(e) The authority under this clause 5.1 is in addition to any existing authority for *your Facility* and will not be revoked by any other authority unless *we* agree in writing.

5.2 Cancelling or changing Authorised Representatives

You may cancel or change *your Authorised Representatives* by notifying *us* in writing. *We* may notify *you we* will no longer accept instructions from any *Authorised Representative*.

5.3 Statements

We will send *you* a statement of *your* account every three months, or every six months if *you* ask.

6 YOUR ONGOING OBLIGATIONS

6.1 Financial information

6.1.1 Keeping *us* informed

(a) *You* must tell *us* promptly if:

(i) you change *your* address or contact details (including email address);

(ii) anyone is appointed to investigate *your* affairs or those of a *Security Provider* which may have a *Material Adverse Effect*;

(iii) there is any material litigation, dispute or claim made against *you* or *your* business which may have a *Material Adverse Effect*; or

(iv) you become aware of any *Review Event* or anything that could reasonably be expected to cause *us* to form an opinion or make an assessment that would constitute a *Review Event*.

(b) *You* must give *us* any relevant information or documents that might affect any *Security Property* or *Security* if *we* reasonably request them.

6.1.2 Keeping records and providing financial information

(a) *You* must keep proper accounts and records, according to current laws and generally accepted practices, to give a true and fair view of *your* financial position.

(b) At any time, on reasonable notice (usually at least 30 days) *we* can ask for an audit of *your Management Accounts* or any information *we* reasonably require about *you*, *your* business or related matters. This includes information to comply with any laws (for example, anti–money-laundering laws).

(c) *You* must give *us* copies of:

(i) your *Management Accounts* and those of *Related Parties* whenever *we* reasonably require them;

(ii) a certified copy of *your* constitution if *we* ask for it; and

(iii) un-audited *Management Accounts* within 35 days of the end of each month if *we* ask for them.

(d) *You* must also give *us* this company information within 30 days if *we* ask (but *you* don't have to give *us* the information until 120 days after the end of the relevant financial year):

(i) copies of *your* annual Management Accounts;

(ii) balance sheets and income statements for *your* directors, shareholders, proprietors and *Security Providers*;

(iii) monthly cash flow projections for the following financial year;

(iv) a list of all outstanding accounts payable and receivable, noting how long they have been outstanding; and

(v) a list of stock *you* hold.

6.2 Tax reporting information

(a) As part of Australia's international obligations to combat tax evasion, *we* may

ask *you* to provide additional information about yourself, a trust settlor or beneficiaries. Until *you* provide this information, *we* may be obliged to stop *you* withdrawing any funds.

(b) *You* must notify *us* promptly if the information *you* provide is out of date, by calling:

(i) From Australia: 1300 077 141 (9am – 5pm in *your* state, Monday – Friday),

(ii) From overseas: +61 2 9283 6096 (9am – 8pm, Sydney time, Monday – Friday). Call charges may apply.

6.3 Financial covenants

You must comply with any *Financial Covenant*s set out in any *Offer Document*.

6.4 Other obligations

6.4.1 Helping *us*

(a) *You* agree to provide *us* with the assistance *we* reasonably require to:

(i) ensure *your Contract* and any *Security* or *Relevant Documents* are effective and binding;

(ii) ensure any *Security* is enforceable, perfected and effective, with the priority *we* require;

(iii) exercise rights over the *Security* or the *Security Property*;

(iv) show *you* have complied with *your* obligations under the *Contract* or any *Security*; and

(v) help *us* get all documents of title or certificates for the *Security Property*.

(b) *You* also agree to help ensure *Security Provider*s do anything *we* reasonably require for these purposes.

6.4.2 Valuation

We may, not more than once every 2 years, request that the *Security Property* be revalued at *your* cost. 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 will be provided to *you* (except if enforcement proceedings have commenced).

6.4.3 Maintaining insurance

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

6.4.4 Getting *our* consent for changes to a company

(a) If you're a company, *you* must ask for our consent before:

(i) changing *your* form, nature, beneficial ownership, management or *Control*;

(ii) entering, revoking, cancelling, waiving or changing a Cross Guarantee; or

(iii) borrowing more than $100,000 if it could have a *Material Adverse Effect*.

(b) *You* must notify *us* in writing within 10 days of becoming aware that:

(i) any of these things has happened, or

(ii) there is a proposal for any of them to happen.

(c) *We* won't unreasonably withhold *our* consent.

6.4.5 Complying with *our* consents

You must comply with all the conditions in any consent *we* give under this *Contract*. We'll only refuse *our* consent or impose conditions if it's reasonable to do so.

6.4.6 No assignment

You may not assign *your* rights under this *Contract* without *our* prior written consent.

6.4.7 What *you* agree to do regarding the trust

You agree to:

(a) give *us* a copy of the trust deed and any other documents setting out the terms of the trust when *we* ask or when they change;

(b) exercise or hold for *us your* right of indemnity from the trust fund and the beneficiaries when *we* ask *you* to do so, so *you* can pay us any money owed under the *Contract*;

(c) observe and perform *your* obligations as trustee of the trust; and

(d) ensure any successor trustee complies with these *Terms and Conditions*.

6.4.8 What *you* agree not to do regarding the trust

(a) Without *our* consent, *you* will not do anything to:

(i) retire or be removed as trustee;

(ii) allow additional trustees to be appointed;

(iii) terminate the trust or vary the trust deed in a way that affects *your* ability to fulfil *your* obligations under the *Contract*;

(iv) re-settle the *Fund* or determine a vesting date;

(v) limit *your* right of indemnity from the *Fund* for actions *you* take to fulfil *your* obligations under the *Contract*; or

(vi) change the members of the *Fund*.

(b) *We* won't unreasonably withhold *our* consent to changes to the members of the *Fund* if the documents *we* need in connection with the change are completed and executed (this may include a new indemnity from each new member).

6.4.9 Compliance with other documents

You must comply with the *SuperGear Customer Agreement* and any *SuperGear* property management agreement.

7 DEFAULTING ON YOUR CONTRACT

7.1 General obligations

(a) *You* must make sure *you* are not in *Default*.

(b) Each of the following situations listed in this **clause 7** 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*.

7.2 Default

7.2.1 *You* will be in *Default* if:

(a) *you* miss a scheduled repayment or don't pay us an amount by the due date;

(b) *you* exceed *your Limit* (whether due to *Drawings*, currency fluctuations, interest or other charges being debited to the *Loan Account*, or otherwise);

(c) *you* or a *Security Provider* is Insolvent, goes into bankruptcy, voluntary administration, other insolvency process or arrangement, or no longer has legal capacity;

(d) material creditor enforcement action is taken against *you* or a *Security Provider* or their assets;

(e) *we* believe on reasonable grounds that:

(i) it has become unlawful for *you* or *us* to continue with the *Loan*;

(ii) you or anyone else associated with the *Facility* is a *Proscribed Person*;

(f) *you* or a *Security Provider* gives *us* information or makes a representation or warranty to *us* which is materially incorrect or misleading (including by omission) and which materially increases *our* risk in relation to a *Facility*;

(g) *you* use the *Facility* for a non-approved purpose which materially increases *our* risk in relation to a *Facility*;

(h) a *Security Provider*'s assets are dealt with, or attempted to be dealt with in breach of the *Loan*, or any *Security* or other agreement with *us* without *our* consent and such dealing materially increases *our* risk in relation to a *Facility*;

(i) *you* or a *Security Provider* do not provide us financial information as required;

(j) *you* or a *Security Provider* no longer have required insurance for the *Security*;

(k) *we* decide there has been an unacceptable material change in the legal or beneficial ownership, or management or *Control* of *you* or a *Security Provider* or *your* or their business changes without *our* consent (for example a material change of *Control* will occur where a person or 2 or more persons acting in concert, have acquired a 50% or more interest in *you*); or

(l) *you* breach a *Financial Covenant*.

7.2.2 *You* will not be in *Default* under the *Contract* merely because:

(a) if Premium Custody Services Pty Ltd is the *Custodian*:

(i) the *Custodian* gives *us* incorrect or misleading information; or

(ii) something occurs that affects the *Custodian* but does not affect the *Security*

Property, and *you* promptly do anything *we* ask to replace the *Custodian* with a new *Custodian*);

(b) *you* fail to repay to *us* any *Loan* not under the *Contract*; or

(c) *we* take any action affecting assets other than the *Security Property*.

7.3 What happens when you are in Default

7.3.1 If you're in *Default*, and it can be fixed, we'll give *you* notice of the *Default* and 30 days to fix it before enforcing the *Contract* (but *we* may charge *Default Interest* under **clause 3.1.4** immediately).

7.3.2 *We* may enforce the *Contract* if *you* are *Default* and:

(a) it can't be fixed;

(b) it can be fixed and *you* haven't fixed it by the time *we* have asked;

(c) *we* are authorised by a court;

(d) *we* have made reasonable attempts to contact *you* without success; or

(e) *we* reasonably believe:

(i) *we* were induced by *your* fraud to enter the *Contract*;

(ii) urgent action is necessary to protect the *Security Property*; or

(iii) you have removed or disposed of the *Security Property* without *our* permission, or intend to do so.

7.3.3 Actions *we* may take in enforcing the *Contract* include:

(a) cancelling or suspending access to a *Facility*;

(b) stopping payments under a *Facility*;

(c) terminating the *Contract*;

(d) requiring immediate payment within 7 days of the *Outstanding Balance* and any other amounts payable by *you* under the *Contract*;

(e) seizing and selling any *Security Property* or appointing a receiver in relation to any *Security Property*, and

(f) suing *you* subject to the limits on *our* rights of recourse under **clause 7.3.6**.

7.3.4 *You* must pay *us* any reasonable expenses *we* incur in enforcing the *Contract*, including any *Break Cost*.

7.3.5 If *we* get a court order for *you* to pay *us* an amount, *we* will charge interest on that amount using the highest of these rates:

(a) the rate in the court order;

(b) the applicable statutory interest rate; or

(c) the rate in the *Contract*.

7.3.6 What *we* can't do if *you Default*

If *you Default*, *we* cannot seek to recover from *you* any amount owing to *us* under the *Contract* for the *Loan* or any charge on the *Loan*, other than by exercising *our* rights under the *Security* or any other rights *we* have in relation to the *Security Property*. This does not stop *us* from:

(a) bringing proceedings or taking other action to establish *your* liability or *our* rights under the *Security* or over the *Security Property*;

(b) acting against *you*, to the extent permitted by section 67A of the Superannuation Industry (Supervision) Act 1993 (Cth), for any loss *we* suffer as a result of *your* fraud or wilful or negligent breach of, or misrepresentation in, any *Relevant Document*;

(c) exercising *our* rights against any other *Person* or their property; or

(d) before *you Default*, exercising any standing authority to debit any account of *your*s.

7.4 Evidence of your current balance

A written statement signed by one of *our Authorised Officers* can be used as sufficient evidence of the current balance of *your Facility*, unless it is contested by *you*.

8 NOTICES

8.1 How to send us notices

All notices *you* send *us* must be in writing. *You* can send *us* notices by:

(a) delivering them to the branch; or

(b) post, fax or email, using the contact details in *your Contract*.

8.2 How we will contact you

8.2.1 Notice methods

We can give *you* a notice:

(a) in person at a branch;

(b) by delivering or posting it to *your* last known address;

(c) by faxing it to *your* last known fax number;

(d) if *we* are permitted by law and the Code of Banking Practice:

(i) by emailing it directly *your* last known address;

(ii) by notifying *you* that *you* can view it on *our* website or online banking platform; or

(iii) by advertising in the national or local media if this is permitted under **clause 4.2**; or

(e) in any other way permitted by law.

8.2.2 When a notice takes effect

Unless a later date is set out in the notice, our notices to *you* take effect as follows:

Notices sent by	Take effect
Post	On the day they would normally be received.
Fax	At the time shown on a transmission report showing the fax was sent in full.
Email	On the day the email is received by *your* email host or internet service provider.
Making it available online	On the day the notice advising *you* it is online takes effect.
Advertising in media	On the day the advertisement appears in the media.

9 OUR RIGHTS, REVERSED PAYMENTS AND REFUSAL OF SERVICE

9.1 Exercising our rights

9.1.1 *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.

9.1.2 Our rights and obligations under this *Contract*:

(a) can be exercised by any of *our Authorised Officers*, lawyers or agents;

(b) are in addition to other rights provided by law independently of the *Contract*; and

(c) can be assigned or otherwise dealt with at any time and in any way *we* consider appropriate (for example, as part of a sale of business or a business restructure; for the purposes of a securitization, the issue of covered bonds or similar funding arrangement; or if *we* sell *your* debt to another party such as a debt collector).

9.1.3 If *we* notify *you* that *we* have assigned *our* rights under this *Contract* to an assignee, *you* can exercise the same rights against the assignee as against *us.*

9.2 Exclusions

(a) Unless the law doesn't allow it, any law that limits *our* rights under this *Contract* is excluded.

(b) The rights *we* have under this *Contract* are independent of the rights *we* have under any *Security*, or *our* rights under the law. *We* can exercise them even if *we* get an order or judgment against *you*.

9.3 Returns and mistaken payments

We may be obliged or may reasonably agree to refund a payment if ordered by a court or if a trustee in bankruptcy, a liquidator or someone else asks *us* to do so (for example, as a result of a mistaken payment). If that happens, *we* may return the funds to the relevant party without giving *you* prior notice and treat the original payment as if it had not been made for the purpose of this *Contract*, any *Security* or any indemnity provided by a *Security Provider*. *We* may also stop *you* withdrawing the relevant amount.

9.4 When we can refuse to serve you

9.4.1 If *we* believe *you* or *your Authorised Representative* may be a *Proscribed Person*, *we* may immediately:

(a) refuse to process any of *your* transactions;

(b) stop providing a product or service to *you*; or

(c) (refuse to use, deal with or facilitate any assets of *your*s held by *us.*

9.4.2 We're under no liability to *you* if *we* do any, or all, of these things in good faith.

10 MEANINGS OF WORDS

10.1 Interpretation

(a) A reference in this document to:

(i) the singular – includes the plural and vice versa;

(ii) a document – includes any variation or replacement of it;

(iii) law – means common law, principles of equity, and laws made by parliament (including regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them); and

(iv) a thing – includes the whole and each part of it, and

(v) 'includes', 'including' or an 'example' is without limitation.

(b) If a *Contract* references a defined term which is not listed in these *Terms and Conditions*, its meaning is as it was defined in the last version of the *Terms and Conditions* which included that definition.

10.2 Understanding Financial Covenants

Following is an explanation of some terms used in common *Financial Covenants*.

Interest Coverage Ratio

The ratio for the *Reporting Period* of:

(a) the sum of *Net Profit Before Tax*, depreciation, amortisation and *Interest Expense*, to

(b) *Interest Expense*.

Interest Expense

The total interest paid or accrued for any finance or other financial accommodation granted to any *Group Member*.

This includes any:

(a) fees and charges for any guarantee, indemnity or letter of credit under any bill of exchange, promissory note or discounting arrangement, and

(b) finance charges under any hire purchase or lease agreements for which a *Group Member* is actually or contingently liable.

Net Profit Before Tax

Each *Group Member's* gross sales/revenue from normal operating activities, less any allowable discounts and total expenditure (brought to account on an accrual basis).

10.3 Definitions

In this *Contract*, the following words have the meanings given below:

Account Confirmation Document

A document *we* prepare to supplement an *Offer Document* which is issued after the *Facility* is funded, or after a change to *your Facility* which sets out applicable details of the *Facility* or *Loan Account*, including of the:

(a) date of the first and subsequent *Drawdown* or funding;

(b) *Interest Rate*;

(c) repayment details;

(d) interest charging frequency; and

(e) *Fixed Rate Period*,

which are not known at the time *we* issue the *Offer Document*.

Later *Account Confirmation Document*s and the *Offer Document* the extent of any inconsistency.

Administration Fee

The fee *you* pay *us* to cover *our* administrative costs relating to the *Pre-payment* of a *Fixed Rate Facility*.

The fee amount is set out in the *Offer Document*.

Authorised Officer

Our officers who meet the definition of 'officer' in the Corporations Act.

For example, those with 'manager' or 'executive' in their position title.

Authorised Representatives

Any of *your* representatives, including any *Person* referred to as an:

(a) 'Authorised Signatory' on one of *our* standard forms of authority for business accounts, or

(b) 'Authoriser' in one of *our* standard forms of authority for operation on facilities using CommBiz.

Borrower

Each *Person* named as the '*Borrower*' in the *Offer Document*.

If there is more than one borrower, the singular term is still used but refers to any combination of one or more borrowers.

Break Cost

Any costs or losses calculated in accordance with the *Contract* associated with:

(a) liquidating or redeploying deposits or other amounts from third parties that were arranged or acquired for funding the *Contract*;

(b) pre-paying or ending any *Facilities* that were entered into to fund the *Contract*. This may include the difference between:

(i) the return *we* would have received under the *Contract* if it hadn't ended early, and

(ii) the return *we* receive by re-investing the principal *we* recover on early termination.

Business Day

Any day which is not a Saturday, Sunday, or public holiday, special holiday or bank holiday in the relevant location.

For the payment or purchase of a currency other than AUD, the location is the principal financial centre of the country of that currency. Otherwise, the location is Australia.

Conditions After Funding

Any conditions, covenants or undertakings that *you* must observe after the *Facility* is funded. These are set out in the 'Conditions After *Fund*ing' section of the current and any previous *Offer Document*.

Conditions Before Funding

Any conditions that *you* must observe before the *Facility* is funded. These are set out in the 'Conditions Before *Fund*ing' section or 'Conditions Prior to *Fund*ing' of any *Offer Document*.

Contract

The contract between *you* and *us.* It consists of:

(a) these *Terms and Conditions*;

(b) the *Offer Document you* sign; and

(c) any other documents referred to in an *Offer Document* as comprising part of the *Contract* for a *Facility*.

If *your Facility* was entered into before 30 April 2018, it also includes any documents that formed part of *your Contract* before that date.

Control

The power to directly or indirectly govern an *Entity*'s financial and operating policies in order 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)*.

Corporations Act

Corporations Act 2001 (Cth).

Cross Guarantee

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

Custodial Deed

The document (acceptable to us) under which the *Custodian* is appointed to hold the *Security Property* on *your* behalf.

Custodian

Premium Custody Services Pty Ltd, or such other another similar company that *we* consider acceptable to us, which holds legal title to the *Security Property* for the Term, in accordance with the *Custodial Deed*.

Default

Circumstance of default as described in the *Contract*.

Default Interest

The interest *you* pay *us* on any amount, including interest, which *you* fail to pay on the due date or which exceeds *your Limit*.

Drawdown or Drawing

The action taken when *you* use money under, or access credit under, a *Facility*.

Early Repayment Adjustment

The adjustment *we* may make when:

(a) in relation to a *Loan* with a *Fixed Rate*:

  (i) you make a full or partial *Pre-payment*;

  (ii) you are required to make a partial or full repayment due to a reduction or cancellation of the *Limit*;

  (iii) you fail to draw a *Loan* with a fixed *Interest Rate*, or

  (iv) you change the *Fixed Rate Period*, repayment amounts, repayment frequency, interest rate or repayment type.

This is *our* reasonable estimate of *our* loss based on:

(b) the difference between *our* wholesale market swap rate on:

  (i) the date the *Interest Rate* was fixed for the *Fixed Rate Period*; and

  (ii) the date of the *Pre-payment* for the balance of the *Fixed Rate Period*.

We also take into account any scheduled repayments of principal and the current value of the *Early Repayment Adjustment* in the calculation.

Our estimate may not reflect the actual transactions *we* entered into when *you* fixed the *Interest Rate*, or as a result of a *Pre-payment*. That's because *we* estimate *our* loss from a *Pre-payment* on a portfolio basis – in the same way *we* manage *our* interest rates and *Facility* funding.

Entity

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

Facility

The finance and other forms of financial accommodation *we* make available to *you* under the *Contract*, as set out in the *Offer Document* and (if applicable) an *Account Confirmation Document*.

Financial Covenant

Any condition set out in an *Offer Document* that:

(a) is identified as a *Financial Covenant*; or

(b) requires compliance with a financial indicator or financial benchmark, such as those described in **6.3**.

Fixed Rate Facility

A *Facility* conducted at a Fixed *Interest Rate*.

Fixed Rate Period

The period for which an *Interest Rate* is fixed, described in the *Offer Document* or *Account Confirmation Document*.

Fund

The regulated superannuation fund *you* are Trustee of when *you* enter into this *Contract* as a borrower in a SuperGear Loan.

Grantor

Each *Person* other than any *Borrower* nominated to grant a *Security*, or who is nominated to provide a guarantee and/or indemnity in an *Offer Document*. This includes the *Grantor's* executors, administrators and assigns.

Group Member

In relation to *you* means *you* and each other entity for which *we* administer a customer service relationship as a group as determined by *us* and includes co-account holders, related entities, associates and *Security Providers*.

Insolvent

In respect of a *Person*, means the happening of any of these events:

(a) the *Person* is, or makes a statement which leads *us* to reasonably conclude they are, insolvent under administration or insolvent (each as defined in the Corporations Act);

(b) the *Person* has had a controller appointed over any of its property, is in any form of liquidation, is under administration or is wound up;

(c) the *Person* is subject to any arrangement, assignment, moratorium or composition, is protected from creditors under any statute, or is dissolved, (other than to carry out a reconstruction on terms approved by us);

(d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in connection with the person,

which is preparatory to or could result in any of the things referred to above;

(e) the *Person* is taken under the Corporations Act to have failed to comply with a statutory demand;

(f) a court would presume the person to be insolvent or unable to pay the person's debts or the *Person* is otherwise unable to pay the person's debts when they fall due; or

(g) something having a substantially similar effect to any of the things referred to above happens to the *Person*.

Interest Rate

An annual rate of interest, including any margin or premium, charged under the *Contract*.

Know Your Customer Checks

The customer identification procedures and customer due diligence *we* are obliged to undertake under the law in relation to customers and account signatories and mortgagors.

Letter of Confirmation

An *Account Confirmation Document* so entitled.

Letter of Offer

An *Offer Document*.

Letter of Variation

An *Offer Document* so entitled which varies the *Contract*.

Limit

The largest amount made available through the *Facility*, as set out in the *Offer Document*.

Loan

A *Facility* under which *we* lend *you* money.

Loan Account

An account *we* set up in *your* name to record transactions for *your Facility*.

Management Accounts

The profit and loss accounts and balance sheets on an individual and consolidated basis, for *you* and *your Related Parties*, for a specific period.

This also includes:

(a) any statements, reports and notes that are attached to, or intended to be read with, the profit and loss accounts or the balance sheets or both;

(b) any directors' statements and reports and auditor's reports, without limitation; and

(c) any other associated records *we* reasonably require.

Material Adverse Effect

Something that, in *our* reasonable opinion, adversely changes:

(a) your ability to perform *your* obligations under the *Contract* or a *Security*;

(b) the value of, or the amount that may be recovered on the sale of, a *Security Property*; or

(c) our rights and remedies in relation to any *Security*.

Nominated Account

A transaction bank account that *we* approve under **clause 3.4.2** and from which *we* are authorised to draw *your* repayments or other amounts payable by *you* under the *Contract*.

Offer Document

The document *we* prepare that sets out the details of a *Facility* which:

(a) references these *Terms and Conditions*, or a variation of them, and

(b) records the details of the *Contract* or variation.

*Offer Document*s are to be read cumulatively, with later *Offer Document*s having precedence over earlier *Offer Document*s to the extent of any inconsistency.

Outstanding Balance

The balance of all unpaid amounts which have been charged to the *Facility*, including principal, accrued interest and accrued fees.

Person

Includes:

(a) an individual;

(b) an individual acting on behalf of a firm;

(c) a body corporate;

(d) an unincorporated association; and

(e) an authority.

Pre-payment

A payment that *you* make before it is due.

Proscribed Person

A *Person* who appears to *us* to be (or is acting on behalf of, or for the benefit of a *Person* who is or appears to be):

(a) a proscribed person or *Entity* under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth) and associated regulations;

(b) in breach of the laws of any jurisdiction relating to money-laundering or counter-terrorism; or

(c) on a list of people with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction.

Regulatory Change

A change required by law, or the Code of Banking Practice, or to implement or adopt a decision, recommendation, regulatory guidance of any court, tribunal, Australian Financial Complaints Authority service or an industry regulator.

Related Party

Any *Entity* that:

(a) has *Control* or significant influence over you;

(b) is subject to *Control* or significant influence by *you*; or

(c) is subject to the *Control* of any *Entity* which has *Control* over *you*.

In this definition:

(d) a trust may be a *Related Party*, and

(e) 'significant influence' means the capacity of an *Entity* to substantially affect the financial and/or operating policies of another *Entity*.

Relevant Documents

(a) The *Contract*;

(b) the *SuperGear Customer Agreement*;

(c) a *Custodial Deed*;

(d) a mortgage acknowledgement and direction from *you* to the *Custodian*;

(e) the *Security*;

(f) any certificate from *you* for any matter *we* reasonably ask to be certified; and

(g) an indemnity from each member of the *Fund*, if *we* ask for one.

Repayment Schedule

For a *Loan Account* or a *Facility*, the schedule *we* issue that sets out *your* scheduled repayments.

Residual Balance

The principal amount specified as the *Residual Balance* in the *Offer Document* for a *Facility*.

Review Event

Any of these events:

(a) a change in the law or any other event that has a materially adverse effect on:

  (i) our risks of financing or owning the *Security Property*;

  (ii) the terms or legal effect of, or the transactions described in the *Relevant Documents*; or

  (iii) the cost to *us* or the *Custodian* of being party to the *Relevant Documents* or participating in the transactions described by them;

(b) a fund member dies, becomes disabled, retires or becomes eligible to receive a benefit from the *Fund*;

(c) a member's interest in the *Fund* becomes subject to a payment split under the Family Law Act 1975 (Cth);

(d) there is any change in *Fund* membership;

(e) in *our* reasonable opinion, an adverse change occurs in the *Fund*'s investment strategy or risk profile, including where:

  (i) you take out any new *Loans* in *your* capacity as trustee of the *Fund*;

  (ii) more than 25% of the *Fund*'s current investments are bought or sold; or

  (iii) an event occurs that may result in a material change in the value of, or rent derived from, the *Security Property*;

(f) any court makes an order concerning the *Security Property*;

(g) any authority takes material action against the *Security Property*; or

(h) *you* decide to sell the *Security Property*.

Security

Any *Security Interest* for *your* obligations, or those of a *Security Provider*, under the *Contract* or associated guarantee or indemnity. This includes any proposed *Security* to which *we* have agreed.

In an *Offer Document*, '*Security*' also includes a Guarantee or indemnity provided by a *Grantor*.

Security Interest

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

Security Property

Property provided as collateral under a *Security*.

Security Provider

A *Grantor* or other *Person* who provides:

(a) a guarantee or indemnity in respect of the *Contract*; or

(b) *Security* for the *Contract* or the guarantee or indemnity.

This includes any proposed *Security Provider* to which *we* have agreed.

SuperGear Customer Agreement

An agreement between you, *us* and the *Custodian* (with or without others), under which *you* direct the *Custodian* to grant a mortgage to *us* and provide *us* with the proceeds from the relevant *Security Property*.

Term

The duration over which *Facility* or *Loan* repayments are to be made, as described in the *Offer Document* and the *Account Confirmation Document*.

Terms and Conditions

The terms and conditions set out in this document (the 'Current Terms and Conditions for SuperGear).

we or us and our

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 *you* separately and every two or more of *you* jointly. *'You'* also includes *your* executors, administrators and assigns.

006-531 150126 (ADV14581)