

Information Memorandum



A\$2,000,000,000 Debt Issuance Programme

Issuer

Credit Union Australia Ltd

(ABN 44 087 650 959)

This Information Memorandum relates only to the issue of unsubordinated senior notes by the Issuer.

Arranger

Commonwealth Bank of Australia

Dealers

Australia and New Zealand Banking Group Limited

Commonwealth Bank of Australia

Westpac Banking Corporation

The date of this Information Memorandum is 5 November 2018

Contents

Important Notice	1
Summary of the Programme	7
Description of the Issuer	14
Conditions of the Notes	15
Form of Pricing Supplement	41
Selling Restrictions	45
Australian Taxation	51
Directory	55

Important Notice

This Information Memorandum supersedes in its entirety the Information Memorandum issued by the Issuer and dated 4 July 2018.

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

Introduction

This Information Memorandum relates to a debt issuance programme (“**Programme**”) established by Credit Union Australia Limited (ABN 44 087 650 959) (“**Issuer**” or “**CUA**”) under which medium term notes and other debt securities (collectively referred to as “**Notes**”) may, from time to time, be issued up to the Programme Amount (as defined in the section entitled “Summary of the Programme” below). Notes may be issued as unsubordinated senior Notes or subordinated Notes. This Information Memorandum relates only to the issue of unsubordinated senior Notes and all reference to Notes in this Information Memorandum are, unless expressly stated otherwise, to unsubordinated senior Notes. The Issuer has published a separate information memorandum that describes the issue of Notes that are subordinated Notes which may constitute Tier 2 Capital as described in the prudential standards issued by the Australian Prudential Regulation Authority (“**APRA**”) and applicable to the Issuer.

The Issuer is an authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia (“**Banking Act**”). The Notes will not constitute deposits or protected accounts for the purposes of the Banking Act and are not obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. Notes that are offered for issue or sale or transferred in, or into, Australia are offered only in circumstances that would not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act 2001 of Australia (“**Corporations Act**”).

Issuer’s responsibility

This Information Memorandum has been prepared by, and issued with the authority of, the Issuer.

The Issuer accepts responsibility for the information contained in this Information Memorandum other than information provided by the Arranger, the Dealers and the Agents (each as defined in the section entitled “Summary of the Programme” below) in relation to their respective descriptions in the sections entitled “Summary of the Programme” and “Directory” below.

Place of issuance

Subject to applicable laws and directives, the Issuer may issue Notes under the Programme in any country including Australia and countries in Europe and Asia but not in the United States of America unless an exemption from the registration requirements under the Securities Act of 1933 of the United States of America (as amended) (“**Securities Act**”) is available.

Terms and conditions of issue

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

Each issue of Notes will be made pursuant to such documentation as the Issuer may determine. A pricing supplement and/or another supplement to this Information Memorandum (each a “**Pricing Supplement**”) will be issued for each Series and, if applicable, Tranche of Notes. The terms and conditions (“**Conditions**”) applicable to a Note are included in this Information Memorandum and may be supplemented, amended, modified or replaced by the Pricing Supplement applicable to such Note. The Issuer may also publish a supplement to this Information Memorandum (or additional Information Memoranda) which describes an issue of Notes (or particular classes of Notes) not otherwise

described in this Information Memorandum. A Pricing Supplement will contain details of the initial aggregate principal amount, issue price, issue date, maturity date, details of interest (if any) payable together with any other terms and conditions not set out in this Information Memorandum that may be applicable to that Series or Tranche of Notes. The Conditions applicable to the Notes are included in this Information Memorandum and may be supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes. A Pricing Supplement or a supplement to this Information Memorandum may also supplement, amend, modify or replace any statement or information set out in a Pricing Supplement or incorporated by reference in this Information Memorandum or a supplement to this Information Memorandum.

Documents incorporated by reference

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

The following documents (including any that are published or issued from time to time after the date of this Information Memorandum) are incorporated in, and taken to form part of, this Information Memorandum:

- the most recently publicly available audited annual financial statements of the Issuer;
- any interim condensed financial statements of the Issuer (whether audited or unaudited) that become publicly available, including on the Issuer’s website (www.cua.com.au), subsequent to such annual financial statements from time to time;
- all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time;
- each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- all other documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Any statement contained in this Information Memorandum, or any documents incorporated by reference in, and forming part of, this Information Memorandum, shall be deemed to be modified or superseded to the extent that a statement contained in any document subsequently incorporated by reference into this Information Memorandum modifies or supersedes such statement (including whether expressly or by implication).

Except as provided above, no other information, including any information on the internet sites of the Issuer or in any document incorporated by reference in any of the documents described above, is incorporated by reference into this Information Memorandum unless expressly stated.

Copies of documents which are incorporated by reference in this Information Memorandum may be obtained from the office of the Issuer or from such other person specified in a Pricing Supplement.

Investors should review, amongst other things, the documents which are deemed to be incorporated by reference in this Information Memorandum when deciding whether or not to subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes.

References to internet site addresses

Any internet site addresses provided in this Information Memorandum are for reference only and, unless expressly stated otherwise, the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

No independent verification

The only role of the Arranger, the Dealers and the Agents in the preparation of this Information Memorandum has been to confirm to the Issuer that their respective details, Australian Business Number (“**ABN**”) and Australian financial services licence (“**AFSL**”) numbers (where applicable) in the sections entitled “Summary of the Programme” and “Directory” below or in a Pricing Supplement or other supplement to this Information Memorandum (as the case may be) are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Arranger, the Dealers or the Agents has independently verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted, by any of them, as to the accuracy or completeness (including by way of omission) of this Information Memorandum or any further information supplied by the Issuer in connection with the Programme or any Notes.

The Arranger, the Dealers and the Agents expressly do not undertake to review the financial condition or affairs of the Issuer or any of its related entities or affiliates at any time or to advise any holder of a Note of any information coming to their attention with respect to the Issuer or its related entities or affiliates and make no representations or warranties, express or implied, as to the ability of the Issuer to comply with its obligations under the Notes.

No authorisation

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

Intending purchasers to make independent investment decision and obtain tax advice

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

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

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer;
- determine for itself the relevance of the information contained in this Information Memorandum and any other information supplied in connection with the Programme or the issue of any Notes, and must base its investment decision solely upon its independent assessment and such investigations as it considers necessary; and
- consult its own tax advisers concerning the application of any tax laws applicable to its particular situation.

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

Risks

Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes describes the risks of an investment in any Notes. Prospective investors should consult their own financial, legal, tax and/or other professional advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

No offer

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer, the Arranger, the Dealers or the Agents to any person to subscribe for, purchase or otherwise deal in any Notes.

Australian banking legislation

The Issuer is an “authorised deposit-taking institution” (“**ADI**”) as that term is defined under the Banking Act. Under sections 13A(3) and 16(2) of the Banking Act and section 86 of the Reserve Bank Act 1959 of Australia (“**Reserve Bank Act**”), certain debts of the Issuer are preferred by law, as described below.

Section 13A(3) of the Banking Act provides that if the Issuer becomes unable to meet its obligations or suspends payment, the assets of the Issuer in Australia are to be available to satisfy, in priority to all other liabilities of the Issue, including the Notes:

- first, certain obligations of the Issuer to APRA, (if any) arising under Division 2AA of Part II of the Banking Act in respect of amounts payable by APRA to holders of protected accounts (as defined below) in connection with the financial claims scheme (“**FCS**”), established under the Banking Act;
- second, APRA’s costs (if any) in exercising its powers and performing its functions relating to the Issuer in connection with the FCS;
- third, the Issuer’s liabilities (if any) in Australia in relation to protected accounts that account-holders keep with the Issuer;
- fourth, the Issuer’s debts (if any) to the Reserve Bank of Australia (“**RBA**”); and
- fifth, the Issuer’s liabilities (if any) under an industry support contract that is certified under section 11CB of the Banking Act.

A “protected account” is either (a) an account where the Issuer is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account, or (b) another account or financial product prescribed by regulation.

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

The Notes are not guaranteed by the Australian Government or by any other person.

Selling restrictions and no disclosure

Neither this Information Memorandum nor any other disclosure document in relation to the Notes has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”). No action has been taken which would permit an offering of the Notes in circumstances that would require disclosure under Parts 6D.2 or 7.9 of the Corporations Act.

The Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act.

For a description of certain restrictions on offers, sales and deliveries of the Notes, and on distribution of this Information Memorandum, any Pricing Supplement or other offering material relating to the Notes, see the section entitled “Selling Restrictions” below.

A person may not (directly or indirectly) offer for subscription or purchase or issue an invitation to subscribe for or buy Notes, nor distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes except if the offer or invitation, or distribution or publication, complies with all applicable laws and directives.

No registration in the United States

The Notes have not been, and will not be, registered under the Securities Act. The Notes may not be offered, sold, delivered or transferred, at any time, within the United States of America, its territories or possessions or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)) except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act.

Agency and distribution arrangements

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

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

The Issuer, the Arranger, the Dealers and the Agents, and their respective related entities, affiliates, directors, officers and employees may have pecuniary or other interests in the Notes, may have interests pursuant to other arrangements, may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

The distribution and use of this Information Memorandum, including any Pricing Supplement, advertisement or other offering material, and the offer or sale of Notes, may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about them and observe any such restrictions. In particular, no action has been or will be taken by any of the Issuer, the Arranger, the Dealers and/or any Agents which would permit a public offering of any Notes or distribution of this Information Memorandum or any such document in any jurisdiction where action for that purpose is required.

References to credit ratings

There are references to credit ratings in this Information Memorandum. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant assigning organisation. Each credit rating should be evaluated independently of any other credit rating.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it, as per applicable law.

Currencies

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

Currency of information

The information contained in this Information Memorandum is prepared as of its Preparation Date. Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it is correct, that any other information supplied in connection with the Programme or the issue of Notes is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer at any time subsequent to the Preparation Date. In particular, the Issuer is not under any obligation to any person to update this Information Memorandum at any time after an issue of Notes.

In this Information Memorandum, “**Preparation Date**” means:

- in relation to this Information Memorandum, the date indicated on its face or, if this Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;
- in relation to annual reports and any financial statements incorporated in this Information Memorandum, the date up to, or as at, the date on which such annual reports and financial statements relate; and
- in relation to any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release or effectiveness.

Product classification pursuant to section 309B of the Securities and Futures Act (Chapter 289 of Singapore)

Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be “prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in the MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Summary of the Programme

The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Notes, the applicable Conditions and any relevant Pricing Supplement. A term used below but not otherwise defined has the meaning given to it in the Conditions. A reference to a "Pricing Supplement" does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to a particular Series or Tranche of Notes.

Issuer: Credit Union Australia Ltd (ABN 44 087 650 959).

Further information regarding the Issuer is set out in the documents which are deemed to be incorporated in this Information Memorandum.

Programme description: A non-underwritten debt issuance programme under which, subject to applicable laws and directives, the Issuer may elect to issue medium term notes and other debt securities (collectively referred to as "**Notes**").

This Information Memorandum relates only to the issue of unsubordinated senior Notes and all reference to "Notes" in this Information Memorandum are, unless expressly stated otherwise, to unsubordinated senior Notes. The Issuer has published a separate information memorandum that describes the issue of Notes that are subordinated Notes.

Subject to all applicable laws and directives, the Issuer may issue Notes in any country including Australia and countries in Europe and Asia but not in the United States of America unless such Notes are registered under the Securities Act or an exemption from the registration requirements is available.

Programme Amount: A\$2,000,000,000 (or its equivalent in other currencies and as that amount may be increased from time to time).

Programme Term: The term of the Programme continues until terminated by the Issuer (giving 30 days' notice to the Arranger and the Dealers then appointed to the Programme (if required) or earlier by agreement between all parties to the Dealer Agreement dated 10 March 2014 ("**Dealer Agreement**").

Arranger: Commonwealth Bank of Australia (ABN 48 123 123 124).

Dealers: Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).

Commonwealth Bank of Australia (ABN 48 123 123 124).

Westpac Banking Corporation (ABN 33 007 457 141).

References throughout this Information Memorandum to "the Dealer" or "Dealers" include, from time to time, the one or more reputable financial institutions appointed by the Issuer as a "Dealer" or "Permanent Dealer" in accordance with the Dealer Agreement and whose appointment has not been terminated by the Issuer, or otherwise.

One or more dealers may be appointed by the Issuer from time to time for a specific Tranche or Series of Notes under a subscription agreement executed by the Issuer and the Dealer, or if the Issuer confirms the acceptance of the appointment of a Dealer to the Programme, in each case, in accordance with the Dealer Agreement. A list of the Dealers for a specific Tranche or Series of Notes can be obtained from the Issuer following the issue of those Notes.

Registrar:	Austraclear Services Limited (ABN 28 003 284 419) and/or any other person appointed by the Issuer, at its discretion, to perform registry functions and establish and maintain a Register (as defined below) in or outside Australia on the Issuer's behalf from time to time (" Registrar "). Details of additional appointments in respect of a Series or Tranche will be notified in the relevant Pricing Supplement.
Issuing and Paying Agent:	Austraclear Services Limited (ABN 28 003 284 419) and/or any other person appointed by the Issuer, at its discretion, to act as issuing agent or paying agent on the Issuer's behalf from time to time in Australia in respect of a Series or Tranche (" Issuing and Paying Agent ") as will be notified in the relevant Pricing Supplement.
Calculation Agents:	If, in the opinion of the Issuer, a Calculation Agent is required for the purpose of calculating any amount or making any determination under a Note, such appointment shall be made by the Issuer and included in the relevant Pricing Supplement. The Issuer may terminate the appointment of the Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed, the calculation of interest, principal and other payments in respect of the relevant Notes will be made by the Issuer.
Agents:	Each Registrar, Issuing and Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Series or Tranche of Notes (details of such appointment may be set out in the relevant Pricing Supplement).
Form of Notes:	Notes will be issued in registered uncertificated form and will be debt obligations of the Issuer which are constituted by, and owing under, the Note Deed Poll dated 10 March 2014, as amended or supplemented from time to time, or such other deed poll executed by the Issuer as may be specified in an applicable Pricing Supplement (each a " Deed Poll "). Notes take the form of entries in a register (" Register ") maintained by the Registrar.
Status and ranking:	The Notes will constitute direct, unconditional and, subject to the provisions of Condition 4.3 ("Negative pledge"), unsecured and unsubordinated obligations of the Issuer and will, at all times, rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. The Issuer is an ADI. The Notes will not constitute deposits or protected accounts for the purposes of the Banking Act.
Negative pledge:	The Notes will have the benefit of a negative pledge provision as described in Condition 4.3 ("Negative pledge"). Any securities that are issued in connection with the Issuer's membership of an industry body, entity, scheme or vehicle, or in connection with an industry support contract, would not be subject to the restrictions of the Negative Pledge under any Notes.
No cross default:	The terms of the Notes will not contain a cross default provision.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price, the issue date and the first payment of interest). The Notes of each

Tranche of a Series are intended to be fungible with the other Tranches of Notes of that Series.

Maturities: Subject to all applicable laws and directives, Notes may have any maturity as may be specified in the applicable Pricing Supplement or as may be agreed between the Issuer and the relevant purchasing Dealer.

Currencies: Subject to all applicable laws and directives, Notes will be denominated in Australian dollars or such other freely tradeable currency or currencies as may be specified in the relevant Pricing Supplement.

Issue Price: Notes may be issued at any price on a fully or partly paid basis, as specified in the relevant Pricing Supplement.

Interest: Notes may or may not bear interest. Interest (if any) may be at a fixed, floating or other variable rate and, if the latter two, may vary during the lifetime of the relevant Notes.

Redemption: Notes may be redeemed prior to scheduled maturity as more fully set out in the Conditions and the applicable Pricing Supplement.

Notes entered in a Clearing System (as defined below) will be redeemed through that Clearing System in a manner that is consistent with the rules and regulations of that Clearing System.

Denominations: Subject to all applicable laws and directives, for a particular Series, Notes will be issued in the single denomination as may be specified in the relevant Pricing Supplement.

Clearing Systems: Notes may be transacted either within or outside any Clearing System (as defined below).

The Issuer may apply to Austraclear Ltd (ABN 94 002 060 773) ("**Austraclear**") for approval for Notes to be traded on the clearing and settlement system operated by it ("**Austraclear System**"). Upon approval by Austraclear, the Notes will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System.

Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Notes.

Transactions relating to interests in the Notes may also be carried out through the settlement system operated by Euroclear Bank SA/NV ("**Euroclear**"), the settlement system operated by Clearstream Banking S.A. ("**Clearstream, Luxembourg**") or any other clearing system outside Australia specified in the relevant Pricing Supplement (the Austraclear System, Euroclear, Clearstream, Luxembourg and any other clearing system specified in the relevant Pricing Supplement, each a "**Clearing System**").

Interests in the Notes traded in the Austraclear System may be held for the benefit of Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in Notes in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of JPMorgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg (presently J.P. Morgan Nominees Australia Limited).

The rights of a holder of interests in a Note held through Euroclear or

Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System. In addition, any transfer of interests in a Note, which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration as set out in the Conditions.

The Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

Title: Entry of the name of the person in the Register in respect of a Note in registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Note subject to correction for fraud or manifest or proven error.

Title to Notes which are held in a Clearing System will be determined in accordance with the rules and regulations of the relevant Clearing System.

Notes which are held in the Austraclear System will be registered in the name of Austraclear.

No certificates in respect of any Notes will be issued unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law or directive.

Title to other Notes which are not lodged in a Clearing System will depend on the form of those Notes as specified in the relevant Pricing Supplement.

Other Notes: The Issuer may from time to time issue Notes in a form not specifically contemplated in this Information Memorandum. Terms applicable to any other type of Note that the Issuer and any relevant Dealer or other investor may agree to issue under this Programme will be set out in the relevant Pricing Supplement or another supplement to this Information Memorandum.

Payments and Record Date: Payments to persons who hold Notes through a Clearing System will be made in accordance with the rules and regulations of the relevant Clearing System.

If Notes are not lodged in a Clearing System, then payments in respect of those Notes will be made to the account of the registered holder noted in the Register as at 5.00pm in the place where the Register is maintained on the relevant Record Date. If no account is notified, then payments will be made by cheque mailed to the registered holder at its address appearing in the Register on the Record Date or in such other manner as the Issuer considers appropriate.

The Record Date is 5.00pm in the place where the Register is maintained on the eighth calendar day before a payment date or such other period specified in the relevant Pricing Supplement.

Selling restrictions: The offer, sale and delivery of Notes and the distribution of this Information Memorandum and other material in relation to any Notes are subject to such restrictions as may apply in any country in connection with the offer and sale of a particular Series or Tranche of Notes. In particular, restrictions on the offer, sale or delivery of Notes in Australia, the United Kingdom, the United States of America, Hong Kong, Japan, Singapore and the European Economic Area are set out in the section entitled "Selling Restrictions" below.

Transfer procedure: Notes may only be transferred in whole and in accordance with the Conditions.

In particular, Notes may only be transferred if:

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

Transfers of Notes held in a Clearing System will be made in accordance with the rules and regulations of the relevant Clearing System.

Stamp duty: Any stamp duty incurred at the time of issue of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant investors.

As at the date of this Information Memorandum, no *ad valorem* stamp duty is payable in any Australian State or Territory on the issue, transfer or redemption of the Notes. However, investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the transfer of Notes, or interests in Notes, in any jurisdiction.

Taxes, withholdings and deductions: All payments in respect of the Notes will be made without withholding or deduction for or on account of withholding Taxes, subject as provided in Condition 12 (“Taxation”). In the event that any such withholding or deduction is made in respect of Taxes imposed by a Relevant Tax Jurisdiction, the Issuer will, save in certain limited circumstances provided in Condition 12 (“Taxation”), be required to pay an additional amount so that the Holder receives the amount it would have received if no withholding or deduction were made.

A brief overview of the Australian withholding taxation treatment of payments of interest on Notes is set out in the section entitled “Taxation” below.

FATCA: The Foreign Account Tax Compliance Act provisions of the U.S. Hiring Incentives to Restore Employment Act of 2010 (“**FATCA**”) establish a new due diligence, reporting and withholding regime. FATCA aims to detect U.S. taxpayers who use accounts with “foreign financial institutions” (“**FFIs**”) to conceal income and assets from the U.S. Internal Revenue Service (“**IRS**”).

Under FATCA, a 30% withholding may be imposed (i) in respect of certain payments of U.S. source income, (ii) from 1 January 2019 in respect of gross proceeds from the sale or disposition of property that produce interest or dividends which are U.S. source income and (iii) from 1 January 2019, at the earliest, in respect of “foreign passthru payments” (a term which is not yet defined under FATCA), which are, in each case, paid to or in respect of entities that fail to meet certain certification or reporting requirements

(“FATCA withholding”).

A FATCA withholding may be required if (i) an investor does not provide information sufficient for the Issuer or any other financial institution through which payments on the Notes are made to determine whether the investor is subject to FATCA withholding or (ii) an FFI to or through which payments on the Notes are made is a “non-participating FFI”.

FATCA withholding is not expected to apply if the Notes are treated as debt for U.S. federal income tax purposes and the payment is made under a grandfathered obligation, generally being any obligation issued on or before the date that is 6 months after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register.

Investors should obtain their own taxation and other applicable advice regarding the taxation and other fiscal status of investing in any Notes.

Listing: Although the Issuer reserves the right to do so, the Issuer does not currently intend to list the Notes on any stock exchange.

An application may be made for the Issuer to be admitted to the official list of, and/or Notes of a particular Series to be quoted on, the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (“**ASX**”) or on any other stock or securities exchange (in accordance with applicable laws and directives).

Any Notes which are quoted on the ASX will not be transferred through, or registered on, the Clearing House Electronic Sub-Register System (“**CHES**”) operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be “Approved Financial Products” for the purposes of that system. Interests in the Notes may instead be held in, and transferable through, the Austraclear System.

The applicable Pricing Supplement in respect of the issue of any Series or Tranche of Notes will specify whether or not such Notes will be listed, quoted or admitted to trading on any stock or securities exchange.

Governing law: The Notes and all related documentation will be governed by the laws of New South Wales, Australia.

Use of proceeds: The net proceeds of the issue of each Series of Notes will be used by the Issuer for corporate general purposes.

Credit rating: Notes to be issued under the Programme may be rated by one or more rating agencies. The credit rating of an individual Series or Tranche of Notes will be specified in the relevant Pricing Supplement for those Notes (or another supplement to this Information Memorandum).

A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must

not distribute it to any person who is not entitled to receive it, as per applicable law.

Investors to obtain independent advice with respect to investment and other risks:

This Information Memorandum does not describe the risks of an investment in any Notes. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

Description of the Issuer

CUA

CUA is an Australian banking, financial and insurance services provider that was established in 1946 following the amalgamation of several small Queensland based credit unions, being the Catholic Thrift and Loan Co-op, the Thrift and Loan Credit Union and Postal Workers Co-op Credit Society, having at that time only 180 members. Since then, CUA's membership has grown to over 400,000 with presence in four states following the amalgamation of over 160 credit unions.

CUA is an ADI which is authorised under the Banking Act and has an Australian financial services license and an Australian credit license (number 238317) granted by ASIC.

As at the date of this Information Memorandum, CUA is the largest customer-owned financial institution in Australia.

Further information about CUA can be found at its internet site www.CUA.com.au.

Conditions of the Notes

The following are the Conditions which, as supplemented, amended, modified or replaced by the applicable Pricing Supplement, will apply to the Notes. References to a “**Pricing Supplement**” in these conditions (i) are to the pricing supplement issued in respect of a Tranche of Notes containing details of the principal amount, issue price, issue date, maturity date, interest payable, together with any other applicable terms and conditions, applicable to a Tranche or Series of Notes, and (ii) do not limit the provisions which may be supplemented, amended, modified or replaced by the Pricing Supplement in relation to a particular Tranche or Series of Notes. Terms used in the applicable Pricing Supplement will, unless the contrary intention appears, have the same meaning where used in these Conditions but will prevail to the extent of any inconsistency.

Each Holder, and each person claiming through or under each such Holder, is bound by, and is deemed to have notice of, the provisions of the Deed Poll and these Conditions (including the applicable Pricing Supplement). Each such person is also deemed to have notice of the Information Memorandum. Copies of each of these documents are available for inspection by the Holder during normal business hours at the Specified Office of the Issuer and the Registrar.

1 Interpretation

1.1 Definitions

Unless the contrary intention appears:

Additional Amount means an additional amount payable by the Issuer under Condition 12.2 (“Withholding tax”);

Agency Agreement means:

- (a) the agreement entitled “The ASX Austraclear Registry and IPA Services Agreement” dated 10 March 2014 between the Issuer and Austraclear Services Limited (ABN 28 003 284 419) as amended from time to time;
- (b) any other agreement between the Issuer and the Registrar in relation to the establishment and maintenance of the Register (and/or the performance of any payment or other duties) for any issues of Notes; and/or
- (c) any other agreement between the Issuer and an Agent in connection with any issue of Notes;

Agent means any Registrar, Issuing and Paying Agent or Calculation Agent and any additional agent appointed by the Issuer under an Agency Agreement, or any of them as the context requires;

APRA means the Australian Prudential Regulation Authority;

Austraclear means Austraclear Ltd (ABN 94 002 060 773);

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

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

Australian Tax Act means the Income Tax Assessment Act 1936 of Australia and, where applicable, the Income Tax Assessment Act 1997 of Australia;

BBSW Rate means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the “AVG MID” on the Reuters Screen BBSW Page (or any designation which replaces that designation on that page, or any replacement page) at approximately 10.30am (or such other time at which such rate customarily appears) on the first day of that Interest Period. However, if such rate does not appear on the Reuters Screen BBSW Page (or any replacement page) by 10.45am on that day (or such other time that is 15 minutes after the then prevailing time), or if it does appear but the Calculation Agent determines that there is an obvious error in that rate, “**BBSW Rate**” means the rate for that day will be the rate determined by the Calculation Agent having regard to the comparable indices then available. The rate calculated or determined by the Calculation Agent will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.);

Business Day means:

- (a) a day (not being a Saturday, Sunday or public holiday in the relevant place) on which banks are open for general banking business in Sydney and any Relevant Financial Centre specified in the Pricing Supplement; and
- (b) if a Note is to be issued and lodged in a Clearing System, or a payment is to be made in respect of a Note held in a Clearing System, on that day, a day on which each Clearing System for the Note is operating;

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day. The following conventions, where specified in the Pricing Supplement have the following meanings:

- (a) **Floating Rate Convention** means that the date is postponed to the next following day which is a Business Day unless that day falls in the next calendar month, in which event:
 - (i) that date is brought forward to the first preceding day that is a Business Day; and
 - (ii) each subsequent Interest Payment Date is the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the Pricing Supplement after the preceding applicable Interest Payment Date occurred;
- (b) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day; and
- (c) **Modified Following Business Day Convention** or **Modified Business Day Convention** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day.

If no convention is specified, the Following Business Day Convention applies. Different conventions may be specified in relation to, or apply to, different dates;

Calculation Agent means, in respect of a Note, any person specified in the Pricing Supplement as the party responsible for calculating the Interest Rate and other amounts required to be calculated under these Conditions and if no person is specified, the Calculation Agent shall be the Issuer;

Clearing System means:

- (a) the Austraclear System; or
- (b) any other clearing system specified in the Pricing Supplement;

Conditions means, in relation to a Note, these terms and conditions as amended, supplemented, modified or replaced by the Pricing Supplement applicable to such Note and references to a particular numbered Condition shall be construed accordingly;

Day Count Fraction means, in respect of the calculation of interest on a Note for any period of time ("**Calculation Period**"), the day count fraction specified in the Pricing Supplement and:

- (a) if "**RBA Bond Basis**" or "**Australian Bond Basis**" is so specified, means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
 - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365));
- (b) if "**Actual/Actual (ICMA)**" is so specified, means:
 - (iv) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period, and (2) the number of Regular Periods normally ending in any year; and
 - (v) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period, and (2) the number of Regular Periods normally ending in any year;
- (c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365; or
- (d) any other day count fraction specified in the Pricing Supplement;

Deed Poll means:

- (a) the deed poll entitled "Note Deed Poll" and dated 10 March 2014; and
- (b) such other deed poll that supplements, amends, amends and restates, modifies or replaces the deed poll referred to above, or which is otherwise acknowledged in writing to be a deed poll for the purposes of the Programme,

and in each case, executed by the Issuer;

Denomination means the notional face value of a Note specified in the Pricing Supplement;

Event of Default means the happening of any event set out in Condition 14 (“Events of Default”);

Excluded Taxes means a Tax imposed on, or calculated having regard to, the net income of the Holder;

Extraordinary Resolution has the meaning given in the Meetings Provisions;

FATCA means:

- (a) sections 1471 to 1474 of the United States of America Internal Revenue Code of 1986 or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction;

Fixed Rate Note means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date(s) and on redemption or on any other dates as specified in the Pricing Supplement;

Floating Rate Note means a Note on which interest is calculated at a floating rate payable periodically as specified in the Pricing Supplement;

Holder means the person in whose name a Note is registered;

For the avoidance of doubt, where a Note is held in a Clearing System, references to a Holder include the operator of that system or a nominee for such operator or a common depositary for one or more Clearing Systems (in each case acting in accordance with the rules and regulations of the Clearing System or Clearing Systems).

Information Memorandum means, in respect of a Note, the information memorandum or other offering document referred to in the Pricing Supplement prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of that Note and all documents incorporated by reference in it, including each applicable Pricing Supplement and any other relevant amendments or supplements to it;

Instalment Amounts has the meaning given in the relevant Pricing Supplement;

Instalment Date has the meaning given in the relevant Pricing Supplement;

Instalment Note means a Note which is redeemable in one or more instalments, as specified in the Pricing Supplement;

Interest Commencement Date means, in respect of a Note, the Issue Date of the Note or other date specified in the Pricing Supplement;

Interest Determination Date means each date so specified in, or determined in accordance with, the Pricing Supplement;

Interest Payment Date means each date so specified in, or determined in accordance with, the Pricing Supplement;

Interest Period means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the applicable Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the applicable Maturity Date;

Interest Rate means, for a Note, the interest rate (expressed as a percentage per annum) payable in respect of that Note specified in, or determined in accordance with, these Conditions and the Pricing Supplement;

Issue Date means the date on which a Note is, or is to be, issued specified in, or determined in accordance with, the Pricing Supplement;

Issue Price means the price specified in, or determined in accordance with, the Pricing Supplement;

Issuer means Credit Union Australia Ltd (ABN 44 087 650 959);

Issuing and Paying Agent means, in respect of a Note:

- (a) Austraclear Services Limited (ABN 28 003 284 419); or
- (b) any other person appointed by the Issuer and specified in the relevant Pricing Supplement to perform issuing and paying agency functions on the Issuer's behalf with respect to a Series of Notes;

Margin means the margin specified in, or determined in accordance with, the Pricing Supplement;

Maturity Date means the date specified in, or determined in accordance with, the Pricing Supplement as the date on which the Notes are to be redeemed;

Meetings Provisions means the provisions relating to meetings of Holders and set out as a schedule to the Deed Poll;

Note means each medium term note specified in the Pricing Supplement and issued or to be issued by the Issuer, constituted by, and owing under, the Deed Poll, and the details of which are recorded in, and evidenced by entry in, the Register. All references to Notes must, unless the context otherwise requires, be read and construed as references to the Notes of a particular Series;

Offshore Associate means an associate (as defined in section 128F(9) of the Australian Tax Act) of the Issuer that is either:

- (a) a non-resident of Australia which does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia; or
- (b) a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside Australia;

Partly Paid Note means a Note in relation to which the initial subscription moneys are payable to the Issuer in two or more instalments;

Programme means the Issuer's uncommitted programme for the issuance of Notes described in the Information Memorandum;

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

Redemption Amount means the outstanding principal amount of a Note as at the date of redemption or such other amount as specified in, or determined in accordance with, the Pricing Supplement;

Redemption Date means such date on which a Note is redeemed prior to its Maturity Date in accordance with these Conditions;

Reference Banks means the institutions so described in the Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

Reference Rate means the rate specified in, or determined in accordance with, the Pricing Supplement;

Register means the register, including any branch register, of holders of Notes established and maintained by or on behalf of the Issuer under an Agency Agreement;

Registrar means, in respect of a Note:

- (a) Austraclear Services Limited (ABN 28 003 284 419); or
- (b) any other person appointed by the Issuer to establish and maintain the Register in respect of a Series of Notes on the Issuer's behalf from time to time;

Regular Period means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each Interest Period;
- (b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

Relevant Financial Centre means Sydney or any other centre specified in the relevant Pricing Supplement;

Relevant Indebtedness means any present or future indebtedness of the Issuer or a Subsidiary or any other person or entity in the form of, or represented by, bonds, notes, debentures, loan stock or other securities, but does not include any such securities that are issued in connection with:

- (a) the Issuer's membership of any industry body, entity, scheme or vehicle from time to time that has been sanctioned, or is supervised, by APRA and where the membership of that body, entity, scheme or vehicle comprises Australian mutual authorised deposit-taking institutions; or

- (b) any industry support contract to which the Issuer is a party to from time to time that is certified by APRA under section 11CB of the Banking Act 1959 of Australia;

Relevant Screen Page means:

- (a) the page, section or other part of a particular information service specified as the Relevant Screen Page in the Pricing Supplement; or
- (b) any other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

Relevant Tax Jurisdiction means the Commonwealth of Australia or, any political subdivision thereof;

Relevant Time has the meaning given in the Pricing Supplement;

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

Security Interest means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind or any other right of, or arrangement with, any creditor to have its claims satisfied in priority to other creditors with, or from the proceeds of, any asset. Without limitation, it includes any "security interest" as defined in sections 12(1) or (2) (but not section 12(3)) of the Personal Property Securities Act 2009 of Australia, but does not include:

- (a) Security Interests arising in the ordinary course of day-to-day trading;
- (b) any lien arising by operation of law in the ordinary course of business;
- (c) any charge or lien in favour of a Governmental Agency arising by operation of law; or
- (d) deposits of money or property in the ordinary course of business by way of security for the performance of statutory obligations,

where there is no default in respect of the secured obligations;

Series means an issue of Notes made up of one or more Tranches all of which form a single Series and are issued on the same Conditions except that the issue price, Issue Date and first payment of interest may be different in respect of a different Tranche of a Series;

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

Subsidiary has the same meaning as provided in section 9 of the Corporations Act;

Tax Authority means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official;

Taxes means taxes, levies, imposts, charges and duties (including withholding tax, approved issuer levy, stamp and transaction duties) imposed by any Tax Authority, together with any related interest, penalties, fines and expenses payable in connection with them; and

Tranche means an issue of Notes specified as such in the Pricing Supplement issued on the same Issue Date and on the same Conditions.

For the avoidance of doubt, any of these terms can be varied in the Pricing Supplement.

1.2 References to certain general terms

Unless the contrary intention appears, a reference in these Conditions to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (c) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (d) anything (including an amount) is a reference to the whole and each part of it;
- (e) a document includes any variation or replacement of it;
- (f) “**law**” means common law, principles of equity and laws made by parliament (and laws made by parliament include federal or state laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (g) a “**directive**” includes a treaty, official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (h) the “**Corporations Act**” is to the Corporations Act 2001 of Australia;
- (i) “**Australian dollars**”, “**AUD**” or “**A\$**” is a reference to the lawful currency of Australia;
- (j) a time of day is a reference to Sydney time;
- (k) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the thing is to happen, are not to be counted in calculating that period;
- (l) the word “**person**” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (m) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (n) the words “**including**”, “**for example**” or “**such as**” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Number

The singular includes the plural and vice versa.

1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

1.5 References to particular terms

Unless the contrary intention appears, in these Conditions:

- (a) a reference to an Agency Agreement is a reference to each Agency Agreement applicable to the Notes of the relevant Series;
- (b) a reference to an Agent is a reference to each Agent appointed to act in respect of Notes of the relevant Series;
- (c) a reference to a Note is a reference to a Note of a particular Series issued by the Issuer specified in the Pricing Supplement;
- (d) a reference to the Deed Poll is a reference to the Deed Poll applicable to the Notes of the relevant Series;
- (e) a reference to a Holder is a reference to the holder of Notes of a particular Series;
- (f) a reference to a Pricing Supplement is a reference to the Pricing Supplement applicable to the Notes of the particular Tranche specified in that Pricing Supplement; and
- (g) a reference to a particular date is a reference to that date adjusted in accordance with the applicable Business Day Convention.

1.6 References to principal and interest

Unless the contrary intention appears, in these Conditions:

- (a) any reference to "principal" is taken to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 12 ("Taxation"), any premium payable in respect of a Note, and any other amount in the nature of principal payable in respect of the Notes under these Conditions;
- (b) the principal amount of a Note which is to vary by reference to a schedule or formula (where such determination has been previously made in accordance with these Conditions) is to be taken as at any time to equal its varied amount;
- (c) the principal amount of a Partly Paid Note is to be taken to equal its paid up principal amount;
- (d) the principal amount of an Instalment Note at any time is to be taken to be its Denomination less the total instalments repaid to the extent that such instalments relate to a repayment of principal; and
- (e) any reference to "interest" is taken to include any other amount in the nature of interest payable in respect of the Notes under these Conditions.

1.7 Terms defined in Pricing Supplement

Terms which are defined in the Pricing Supplement as having a defined meaning have the same meaning when used in these Conditions but if the Pricing Supplement gives no meaning or specifies that the definition is "Not applicable", then that definition is not applicable to the Notes.

2 Introduction

2.1 Programme

Notes are issued under the Programme.

2.2 Pricing Supplement

- (a) The Issuer will issue the Notes on the terms set out in these Conditions as supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes. If there is any inconsistency between these Conditions and such Pricing Supplement, the Pricing Supplement prevails.
- (b) Notes are issued in Series. A Series may comprise one or more Tranches having one or more Issue Dates and on conditions otherwise identical (other than, to the extent relevant, in respect of the issue price, Issue Date and the amount and date of the first payment of interest).
- (c) Copies of the Pricing Supplement are available for inspection or upon request by a Holder or prospective Holder during normal business hours at the Specified Office of the Issuer or the Registrar or are otherwise available on reasonable request from the Issuer or the Registrar.

2.3 Types of Notes

A Note is either a Fixed Rate Note, a Floating Rate Note or of another type specified in the Pricing Supplement.

2.4 Issue restrictions

Unless otherwise specified in the Pricing Supplement, Notes may only be offered (directly or indirectly) for issue, or applications invited for the issue of Notes:

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

2.5 Denomination

Notes may be issued in the Denomination as specified in the Pricing Supplement.

2.6 Clearing Systems

If the Notes are held in a Clearing System, the rights of a person holding an interest in those Notes are subject to the rules and regulations of the Clearing System. The Issuer is not responsible for anything the Clearing System does or omits to do.

3 Form

3.1 Constitution

- (a) Notes are debt obligations of the Issuer constituted by, and owing under, the Deed Poll, the details of which are recorded in, and evidenced by entry in, the Register.
- (b) Holders of the Notes are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Deed Poll.

3.2 No Certificates

No certificates will be issued to Holders unless the Issuer determines that certificates should be available or are required by any applicable law.

4 Status and ranking

4.1 Status

Notes constitute direct, unconditional, (subject to Condition 4.3 (“Negative pledge”)) unsecured and unsubordinated obligations of the Issuer.

4.2 Ranking

As among themselves, the Notes of each Series will rank *pari passu* and will be payable rateably without preference or priority and *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by mandatory provisions of law.

4.3 Negative pledge

- (a) Negative pledge

So long as any Notes remain outstanding, the Issuer will not, and will ensure that none of its Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of its present or future assets or revenues as security for any Relevant Indebtedness or any guarantee given in respect of any Relevant Indebtedness unless, in the case of the creation of the Security Interest, prior to or simultaneously therewith, and in any other case, promptly, the Issuer either:

- (i) grants or procures to be granted a Security Interest or Security Interests securing its obligations under the Notes, equally and rateably in all respects so as to rank *pari passu* with the applicable Relevant Indebtedness or guarantee; or
- (ii) grants or procures to be granted such other Security Interest or Security Interests in respect of its obligations under the Notes, as shall be approved by an Extraordinary Resolution of the Holders.

- (b) Securitisation arrangements

Condition 4.3(a) (“Negative pledge”) will have no operation in relation to any assets or property of the Issuer or its Subsidiaries which the Issuer or its Subsidiaries assigns at law or in equity in connection with a securitisation or covered bond arrangement for those assets or property, provided that such assignment is on reasonable terms and the consideration for such assignment is not less than the then market value of the assigned assets or property. If any debts or securities are assigned, the market value

will be the amount outstanding under such debts or secured by such securities, plus accrued interest up to the date of assignment.

4.4 Australian Banking Legislation

Section 13A(3) of the Banking Act 1959 of Australia ("**Banking Act**") provides that if an authorised deposit-taking institution ("**ADI**"), of which the Issuer is one, becomes unable to meet its obligations or suspends payment, the assets of the ADI in Australia are to be available to satisfy, in priority to all other liabilities of the ADI, including the Notes:

- first, certain obligations of the ADI to APRA (if any) arising under Division 2AA of Part II of the Banking Act in respect of amounts payable by APRA to holders of protected accounts in connection with the Financial Claims Scheme ("**FCS**"), established under the Banking Act;
- second, APRA's costs (if any) in exercising its powers and performing its functions relating to the ADI in connection with the FCS;
- third, the ADI's liabilities (if any) in Australia in relation to protected accounts that account-holders keep with the ADI;
- fourth, the ADI's debts (if any) to the Reserve Bank of Australia ("**RBA**"); and
- fifth, the ADI's liabilities (if any) under an industry support contract that is certified under Section 11CB of the Banking Act.

A "protected account" is either (a) an account where the ADI is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account, or (b) another account or financial product prescribed by regulation.

Under section 16(2) of the Banking Act, certain other debts of the ADI due to APRA shall in a winding-up of an ADI have, subject to section 13A(3) of the Banking Act, priority over all other unsecured debts of that ADI. Further, section 86 of the Reserve Bank Act 1959 of Australia ("**Reserve Bank Act**") provides that in a winding-up of the ADI, debts due by the ADI to the RBA shall, subject to section 13A(3) of the Banking Act, have priority over all other debts of the ADI.

The Notes are not deposits or protected accounts for the purposes of the Banking Act.

5 Title and transfer of Notes

5.1 Title

Title to Notes passes when details of the transfer are entered in the Register.

5.2 Effect of entries in Register

Each entry in the Register in respect of a Note constitutes:

- (a) an irrevocable undertaking by the Issuer to the Holder to:
 - (i) pay principal, any interest and any other amounts in accordance with these Conditions; and
 - (ii) otherwise to comply with the Conditions; and
- (b) an entitlement to the other benefits given to Holders under these Conditions in respect of the Note.

5.3 Ownership and non-recognition of interests

- (a) Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the absolute owner of such Note subject to correction for fraud or manifest or proven error.
- (b) No notice of any trust or other interest in, or claim to, any Note will be entered in a Register. Neither the Issuer nor the relevant Registrar need take notice of any trust or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by any applicable law or directive. This Condition 5.3(b) applies whether or not a Note is overdue.

5.4 Joint holders

Where two or more persons are entered in the Register as the joint holders of a Note then they are taken to hold that Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint holders of a Note.

5.5 Transfers

- (a) Holders may only transfer Notes in accordance with these Conditions.
- (b) Notes may be transferred in whole but not in part.

5.6 Conditions of transfer

Notes may only be transferred if:

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

5.7 Transfer procedures

- (a) Interests in Notes held in a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System. If a Note is lodged in the Austraclear System, the Issuer and the relevant Registrar will only recognise the interest of Austraclear as the Holder while that Note is lodged in the Austraclear System.
- (b) Application for the transfer of Notes not held in a Clearing System must be made by the lodgment of a transfer form with the Registrar at its Specified Office. Transfer forms must be in the form available from the Issuer (or such other person as may be specified in the Pricing Supplement) and:
 - (i) each transfer form must be:
 - (A) duly completed and stamped (if applicable);

- (B) accompanied by any evidence the Registrar may require to establish that the transfer form has been duly executed; and
 - (C) signed by, or on behalf of, both the transferor and the transferee; and
- (ii) transfers will be registered without charge provided all applicable Taxes have been paid.

5.8 Other provisions applicable to transfers

- (a) Transfers of Notes which are not lodged in a Clearing System cannot be made between a Record Date and the relevant Interest Payment Date if a redemption of such Note is to occur during that period in accordance with these Conditions.
- (b) Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under these Conditions in respect of the transferred Note and the transferee becomes so entitled in accordance with Condition 5.2 (“Effect of entries in Register”).
- (c) Notes which are listed on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) will not be transferred through, or registered on, the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be “Approved Financial Products” for the purposes of that system.
- (d) A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.
- (e) A transfer of a Note to an unincorporated association is not permitted.
- (f) If a Holder transfers some but not all of the Notes it holds and the transfer form does not identify the specific Notes transferred, the relevant Registrar may choose which Notes registered in the name of Holder have been transferred. However, the aggregate principal amounts of the Notes registered as transferred must equal the aggregate principal amount of the Notes expressed to be transferred in the transfer form.

5.9 Austraclear as Holder

If Austraclear is recorded in the Register as the Holder, each person in whose Security Record a Note is recorded is taken to acknowledge in favour of the Issuer, the Registrar and Austraclear that:

- (a) the Registrar’s decision to act as the Registrar of that Note is not a recommendation or endorsement by the Registrar or Austraclear in relation to that Note, but only indicates that the Registrar considers that the holding of the Note is compatible with the performance by it of its obligations as Registrar under the applicable Agency Agreement; and
- (b) the Holder does not rely on any fact, matter or circumstance contrary to paragraph (a).

6 Fixed Rate Notes

This Condition 6 applies to the Notes only if the Pricing Supplement states that it applies.

6.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate. Interest is payable in arrear on each Interest Payment Date.

6.2 Fixed Coupon Amount

Unless otherwise specified in the Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the preceding Interest Period will be the Fixed Coupon Amount specified in the Pricing Supplement.

6.3 Calculation of interest payable

The amount of interest payable in respect of a Fixed Rate Note for any period for which a Fixed Coupon Amount is not specified in the Pricing Supplement is calculated by multiplying the Interest Rate for that period, the outstanding principal amount of the Fixed Rate Note and the applicable Day Count Fraction.

7 Floating Rate Notes

This Condition 7 applies to the Notes only if the Pricing Supplement states that it applies.

7.1 Interest on Floating Rate Notes

Each Floating Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate. Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Pricing Supplement, each date which falls the number of months or other period specified as the Specified Period in the Pricing Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

7.2 Interest Rate determination

The Interest Rate payable in respect of a Floating Rate Note must be determined by the Calculation Agent in accordance with these Conditions.

7.3 Fallback Interest Rate

Unless otherwise specified in the Pricing Supplement, if, in respect of an Interest Period, the Calculation Agent is unable to determine a rate in accordance with Condition 7.2 ("Interest Rate determination"), the Interest Rate for the Interest Period will be the Interest Rate applicable to the Floating Rate Notes during the immediately preceding Interest Period.

7.4 BBSW Rate Determination

If BBSW Rate Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the BBSW Rate.

7.5 Linear Interpolation

If the Pricing Supplement states that "Linear Interpolation" applies to an Interest Period, the Interest Rate for that Interest Period will be determined through the use of straight line interpolation by reference to two BBSW Rates or other floating rates specified in the Pricing Supplement.

The first rate shall be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

The second rate shall be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

8 General provisions applicable to interest

8.1 Maximum or Minimum Interest Rate

If the Pricing Supplement specifies a "Maximum Interest Rate" or "Minimum Interest Rate" for any Interest Period then, the Interest Rate for the Interest Period must not be greater than the maximum, or be less than the minimum, so specified. If no Minimum Interest Rate is specified it shall be zero.

8.2 Calculation of Interest Rate and interest payable

- (a) The Calculation Agent must:
 - (iv) in relation to each Interest Period for each Floating Rate Note, as soon as practicable after determining the Interest Rate, calculate the amount of interest payable for the Interest Period in respect of the outstanding principal amount of such Note; or
 - (v) calculate the amount of interest payable for the Interest Period in respect of the outstanding principal amount of each other Note.
- (b) Unless otherwise specified in the Pricing Supplement, the amount of interest payable is calculated by multiplying the product of the Interest Rate for the Interest Period and the outstanding principal amount of the Note by the applicable Day Count Fraction.
- (c) The rate determined by the Calculation Agent must be expressed as a percentage rate per annum.

8.3 Calculation of other amounts

If the Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent must, as soon as practicable after the time at which that amount is to be determined, calculate the amount in the manner specified in the Pricing Supplement.

8.4 Notification of Interest Rate, interest payable and other items

- (a) The Calculation Agent must notify the Issuer, the Registrar, the Holders, each other Agent and any stock exchange or other relevant authority on which the Notes are listed, quoted or traded of:
 - (iv) each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the Interest Payment Date; and

- (v) any amendment to any amount, item or date referred to in paragraph (i) arising from any extension or reduction in any Interest Period or calculation period.
- (b) The Calculation Agent must give notice under this Condition 8.4 as soon as practicable after it makes its determination. However, it must give notice of each Interest Rate, the amount of interest payable and each Interest Payment Date by the fourth day of the Interest Period.
- (c) The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Registrar, the Holders, each other Agent and each stock exchange or other relevant authority on which the Notes are listed, quoted or traded after doing so.

8.5 Determination final

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it under these Conditions is, in the absence of manifest or proven error, final and binding on the Issuer, the Registrar, each Holder and each other Agent.

8.6 Rounding

For the purposes of any calculations required under these Conditions (unless otherwise specified in the Pricing Supplement):

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest four decimal places (with 0.00005 per cent. being rounded up to 0.0001 per cent.);
- (b) all figures resulting from the calculations must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to one Australian cent or, in the case of another currency, the lowest amount of that currency available as legal tender in the country of that currency.

9 Redemption and purchase

9.1 Scheduled redemption

Each Note must be redeemed by the Issuer on the Maturity Date at its Redemption Amount unless:

- (a) the Note has been previously redeemed;
- (b) the Note has been purchased and cancelled; or
- (c) the Pricing Supplement states that the Note has no fixed Maturity Date.

9.2 Partly Paid Notes

Each Partly Paid Note is redeemable on the Maturity Date in accordance with the Conditions and Pricing Supplement.

9.3 Instalment Notes

Each Instalment Note is partially redeemable in the Instalment Amounts and on the Instalment Dates specified in the Pricing Supplement. The principal amount of each Instalment Note is reduced by the Instalment Amount with effect from the related Instalment Date.

9.4 Early redemption for taxation reasons

The Issuer may redeem all (but not some) of the Notes of a Series in whole before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the Redemption Date if the Issuer is required to pay an Additional Amount in respect of a Note of that Series as a result of any change in the laws or directives of a Relevant Tax Jurisdiction, or in the interpretation or administration of any such laws or directives which become effective on or after the Issue Date of such Notes or any other applicable date specified in the Pricing Supplement.

However, the Issuer may only do so if:

- (a) the obligation to pay the Additional Amount cannot be avoided by the Issuer taking reasonable measures;
- (b) the Issuer has given at least 30 days (and no more than 90 days) (or any other period specified in the Pricing Supplement) notice to the Registrar, the Holders, each other Agent and any stock exchange or other relevant authority on which the Notes are listed, quoted or traded;
- (c) before the Issuer gives the notice under paragraph (b), the Issuer has provided the Registrar with a copy of an opinion of an independent legal or tax adviser of recognised standing in the Relevant Tax Jurisdiction that the Issuer is required to pay an Additional Amount in respect of a Note of that Series as a result of the change, interpretation or administration of the relevant laws or directives;
- (d) in the case of Fixed Rate Notes, no notice of redemption is given earlier than 90 days before the earliest date on which the Issuer would be obliged to pay Additional Amounts; and
- (e) in the case of Floating Rate Notes bearing a floating rate of interest:
 - (iv) the proposed Redemption Date is an Interest Payment Date; and
 - (v) no notice of redemption is given earlier than 90 days before the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay Additional Amounts.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Noteholder of its option to require the redemption of such Note under Condition 9.5 ("Early redemption at the option of Holders (Holder put)").

9.5 Early redemption at the option of Holders (Holder put)

If the Pricing Supplement states that a Holder may require the Issuer to redeem all or some of the Notes of a Series held by the Holder before their Maturity Date, the Issuer must redeem the Notes specified by the Holder at the Redemption Amount and any interest accrued on it to (but excluding) the Redemption Date if the following conditions are satisfied:

- (a) the amount of Notes to be redeemed is a multiple of their Denomination;
- (b) the Holder has given at least 30 days (and no more than 90 days) (or any other period specified in the Pricing Supplement) notice, to the Issuer and the Registrar by delivering to the Specified Office of the Registrar during normal business hours a

completed and signed redemption notice in the form obtainable from the Registrar, together with any evidence the Registrar may require to establish title of the Holder to the Note;

- (c) the notice referred to in paragraph (b) specifies an account in Australia to which the payment should be made or an address to where a cheque for payment should be sent;
- (d) the Redemption Date is an Early Redemption Date (Put) specified in the Pricing Supplement; and
- (e) any other condition specified in the Pricing Supplement is satisfied.

A Holder may not require the Issuer to redeem any Note under this Condition 9.5 if the Issuer has given notice that it will redeem the Note under Condition 9.4 (“Early redemption for taxation reasons”) or Condition 9.6 (“Early redemption at the option of the Issuer (Issuer call)”).

9.6 Early redemption at the option of the Issuer (Issuer call)

If the Pricing Supplement states that the Issuer may redeem all or some of the Notes of a Series before their Maturity Date under this Condition 9.6, the Issuer may redeem so many of the Notes specified in the Pricing Supplement at the Redemption Amount and any interest accrued on it to (but excluding) the Redemption Date.

However, the Issuer may only do so if:

- (a) the amount of Notes to be redeemed is a multiple of, their Denomination;
- (b) the Issuer has given at least 30 days (and no more than 90 days) (or any other period specified in the Pricing Supplement) notice to the Registrar, each Holder, each other Agent and any stock or securities exchange or other relevant authority on which the Notes are listed, quoted or traded;
- (c) the proposed Redemption Date is an Early Redemption Date (Call) specified in the Pricing Supplement; and
- (d) any other condition specified in the Pricing Supplement is satisfied.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Noteholder of its option to require the redemption of such Note under Condition 9.5 (“Early redemption at the option of Holders (Holder put)”).

9.7 Partial redemptions

If only some of the Notes are to be redeemed under Condition 9.6 (“Early redemption at the option of the Issuer (Issuer call)”), the Notes to be redeemed will be specified in the notice and selected by the Issuer:

- (a) in a fair and reasonable manner under the circumstances of the proposed redemption and having regard to prevailing market practice; and
- (b) in compliance with any applicable law, directive or requirement of any applicable Clearing System and stock or securities exchange or other relevant authority on which the Notes are listed, quoted or traded.

9.8 Effect of notice of redemption

Any notice of redemption given under this Condition 9 is irrevocable.

9.9 Late payment

If an amount is not paid under this Condition 9 when due, then interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Holder.

9.10 Purchase

The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Purchases may be made by tender offers. Tender offers are subject to applicable law in any relevant jurisdiction. Notes purchased under this Condition 9.10 may be held, resold or cancelled at the discretion of the Issuer, subject to compliance with any applicable law or requirement of any stock exchange or other relevant authority on which the Notes are listed, quoted or traded.

10 General provisions

10.1 Summary of payment provisions

Payments in respect of Notes will be made in accordance with Condition 10.3 ("Payments on Business Days").

10.2 Payments subject to law

All payments are subject to applicable law, but without prejudice to the provisions of Condition 12.2 ("Withholding tax").

10.3 Payments on Business Days

If a payment:

- (a) is due on a Note on a day which is not a Business Day then the due date for payment will be adjusted in accordance with the applicable Business Day Convention; or
- (b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the first following day on which banks are open for general banking business in that place,

and in either case, the Holder is not entitled to any additional payment in respect of that delay unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue in accordance with these Conditions.

10.4 Waiver

The Issuer waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is denominated.

11 Payments on Notes

11.1 Payment of principal

Payments of principal (and, if applicable, any final Instalment Amount) in respect of a Note will be made to each person registered at 10.00am on the payment date as the holder of a Note (or to the first person registered in the case of joint holders).

11.2 Payment of interest

Payments of interest (and, if applicable, Instalment Amounts (other than the final Instalment Amount)) in respect of a Note will be made to each person registered at the close of business on the Record Date as the holder of that Note (or to the first person registered in the case of joint holders).

11.3 Payments to accounts

Payments in respect of the Note will be made:

- (a) if the Note is held in the Austraclear System, by crediting on the payment date, the amount due to:
 - (iv) the account of Austraclear (as the Holder) in Australia previously notified to the Issuer and the Registrar; or
 - (v) if requested by Austraclear, the accounts of the persons in whose Security Record (as defined in the Austraclear Regulations) a Note is recorded as previously notified by Austraclear to the Issuer and the Registrar in accordance with Austraclear Regulations; and
- (b) if the Note is not held in the Austraclear System, by crediting on the payment date, the amount then due under each Note to an account previously notified by the Holder to the Issuer and the Registrar.

11.4 Payments by cheque

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

12 Taxation

12.1 No set-off, counterclaim or deductions

All payments in respect of the Notes must be made in full:

- (a) without set-off or counterclaim; and
- (b) without any withholding or deduction in respect of Taxes,

unless such withholding or deduction is required by law or made for or on account of FATCA.

12.2 Withholding tax

Subject to Condition 12.3 ("Withholding tax exemptions"), if a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of the Notes, then:

- (a) the Issuer agrees to withhold or deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and

- (b) if the amount withheld or deducted is in respect of Taxes imposed by a Relevant Tax Jurisdiction, the Issuer will pay an additional amount so that, after making the withholding or deduction and further withholdings or deductions applicable to additional amounts payable under this Condition 12.2, each Holder is entitled to receive (at the time the payment is due) the amount it would have received if no withholdings or deductions had been required to be made.

12.3 Withholding tax exemptions

No Additional Amounts are payable under Condition 12.2(b) ("Withholding tax") in respect of any Note:

- (a) if the Tax is an Excluded Tax;
- (b) to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Note by reason of the person having some connection with a Relevant Tax Jurisdiction other than the mere holding of such Note or receipt of payment in respect of the Note;
- (c) to, or to a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such Taxes by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar case for exemption to any tax authority;
- (d) to, or to a third party on behalf of, a Holder who is an Offshore Associate of the Issuer and not acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act;
- (e) to, or to a third party on behalf of an Australian resident Holder or a non-resident Holder carrying on business in Australia at or through a permanent establishment of the non-resident in Australia, if the Holder has not supplied an appropriate tax file number, an Australian business number (if applicable) or other exemption details before the Record Date for the relevant payment;
- (f) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment or governmental charge;
- (g) in respect of any Tax which is required to be withheld or deducted by any paying agent from any payment on any Notes, if such payment can be made without such withholding or deduction by at least one other paying agent;
- (h) where such withholding or deduction is required to be made pursuant to a notice or direction issued by a Tax Authority under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of Australia or any similar law;
- (i) in such other circumstances as may be specified in the Pricing Supplement; or
- (j) in respect of a combination of paragraphs (a) to (i) above.

In addition to the above, if the Issuer or any other person through whom payments on the Notes are made, is required to withhold or deduct amounts under or in connection with FATCA, the Issuer or that person shall be permitted to make such withholding or deduction ("**FATCA Withholding**"). Notwithstanding the above, the Issuer will have no obligation to pay any gross up, Additional Amount or other amount or otherwise indemnify any Holder or beneficial owner for any such FATCA Withholding deducted or withheld by the Issuer, an Agent or any other party.

13 Time limit for claims

A claim against the Issuer for a payment under a Note is void unless made within ten years (in the case of principal) or five years (in the case of interest and other amounts) from the date on which payment first became due.

14 Events of Default

14.1 Events of Default

If any of the following events occurs and is continuing (each an “**Event of Default**”), such Event of Default shall be an acceleration event in relation to the Notes of any Series, namely:

- (a) **(non-payment)** if the Issuer fails to pay any interest or principal due in respect of the Notes of a Series or any of them and such default continues for a period of 5 Business Days (in the case of interest) or 2 Business Days (in the case of principal) (or such other period as may be specified in the Pricing Supplement);
- (b) **(breach of other obligations)** if the Issuer fails to perform or observe any of its other obligations under or in respect of the Notes of a Series and (except in any case where such failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues unremedied for a period of 30 days following the service on the Issuer of a notice (including by a Holder) requiring the failure to be remedied;
- (c) **(execution)** a distress, attachment or other execution is levied or enforced or a judgment, order or a Security Interest is enforced or becomes enforceable against all or a material part of the assets, property or undertaking of the Issuer and is not stayed, discharged or satisfied within 30 days;
- (d) **(insolvency)** the Issuer:
 - (i) becomes insolvent or a court order is made for the winding-up of the Issuer or an effective resolution is passed by shareholders or members for the winding up of the Issuer;
 - (ii) is unable to pay its debts or stops or suspends payments of all or a material part of (or of a particular type of) its indebtedness;
 - (iii) proposes or makes a general assignment or an arrangement or composition with, or for the benefit of, its creditors; or
 - (iv) a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the indebtedness of the Issuer;
- (e) **(administration)** a receiver, receiver and manager, statutory manager, liquidator, administrator or similar officer is appointed in respect of all or a material part of the assets, property or undertaking of the Issuer and the Issuer has not within seven days of the appointment commenced proceedings for the removal of such a person and such person has not been removed or retired within 30 days of such appointment;
- (f) **(cessation of business)** the Issuer ceases to carry on its business or a material part of its business, except to reconstruct or amalgamate where such reconstruction or amalgamation could not reasonably be expected to have a material adverse effect on the Issuer's ability to perform and observe its payment obligations to its creditors; or
- (g) **(banking authority)** the Issuer's authority to conduct banking business in Australia is revoked.

No Event of Default in respect of the Notes shall occur under any of the above paragraphs (a) to (g) solely on account or by virtue of any default, non-performance or other failure by the Issuer to observe or comply with any of its obligations under or in relation to any share, note or other security or instrument constituting Tier 1 Capital or Tier 2 Capital (each as defined by APRA from time to time) and, in such circumstances, a Noteholder is not entitled to take any action under Condition 14.2 (“Consequences of an Event of Default”).

14.2 Consequences of an Event of Default

If any Event of Default occurs and continues unremedied in relation to the Notes, then a Holder may give written notice to the Issuer (with a copy to the Registrar) requiring repayment on the third Business Day following receipt of such notice and each Note held by it shall accordingly become due and payable at its Redemption Amount on that date, together with any interest accrued to the date of repayment.

14.3 Notification

If an Event of Default occurs or, under Condition 14.1(b) (“Events of Default”) would occur with the elapse of time following a notification, the Issuer must promptly after becoming aware of it notify the Registrar, the Holders, each other Agent and any stock exchange or other relevant authority on which the Notes are listed, quoted or traded of the occurrence of the Event of Default.

15 Agents

15.1 Role of Agents

In acting under an Agency Agreement, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any Holder except that, any funds received by an applicable Agent may, pending their application in accordance with the relevant Agency Agreement, be held by such Agent on trust for the benefit of the persons entitled to them.

15.2 Appointment and replacement of Agents

Each Agent for the Notes is specified in the Pricing Supplement. Subject to Condition 15.4 (“Required Agents”), the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor.

15.3 Change of Agent

Notice of any change of an Agent or its Specified Offices must promptly be given to the Holders by the Issuer or the Agent on its behalf.

15.4 Required Agents

The Issuer must:

- (a) at all times during which Notes are outstanding, maintain a Registrar; and
- (b) if a Calculation Agent is specified in the Pricing Supplement, at all times maintain a Calculation Agent in respect of the Notes.

16 Meetings of Holders

The Meetings Provisions contain provisions (which have effect as if incorporated in these Conditions) for convening meetings of the Holders of any Series to consider any matter affecting their interests, including any variation of these Conditions.

17 Variation

17.1 Variation with consent

Unless Condition 17.2 (“Variation without consent”) applies, any Condition may be varied by the Holders of the Series by Extraordinary Resolution in accordance with the Meeting Provisions.

17.2 Variation without consent

Any Condition may be amended by the Issuer without the consent of the Holders if the amendment:

- (a) is of a formal, minor or technical nature;
- (b) is made to correct a manifest or proven error;
- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision and, in the reasonable opinion of the Issuer, is not materially prejudicial to the interests of the Holders; or
- (d) only applies to Notes issued after the date of amendment.

18 Further issues

The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same Conditions as the Notes of any Series in all respects (or in all respects except for the issue price, Issue Date and the amount and date of the first payment of interest) so as to form a single series with the Notes of that Series.

19 Notices

19.1 Notices to Holders

All notices and other communications to the Holders must be in writing and sent by prepaid post (airmail if appropriate) to or left at the address of the Holder (as shown in the Register at the close of business on the day which is three Business Days before the date of the notice or communication) and may also be:

- (a) given by an advertisement published in *The Australian Financial Review* or *The Australian*; or
- (b) if the Pricing Supplement specifies an additional or alternate newspaper, given by an advertisement published in that newspaper.

19.2 Notices to the Issuer and the Agents

All notices and other communications to the Issuer or an Agent must be in writing and may be sent by prepaid post (airmail if appropriate) to or left at the Specified Office of the Issuer or the

Agent or by facsimile or email to the facsimile number or email address of the Issuer or the Agent:

- (a) specified in the Information Memorandum; or
- (b) as otherwise agreed between those parties from time to time and notified to the Holders.

19.3 When effective

Notices and other communications take effect from the time they are taken to be received unless a later time is specified in them.

19.4 Receipt - publication in newspaper

If published in a newspaper, a notice or other communication is taken to be received on the first date that publication has been made in all the required newspapers.

19.5 Receipt - postal

A notice or other communication sent by post is taken to be received five days after posting.

19.6 Receipt - facsimile

The dispatch of a facsimile is taken to be received on receipt by the sender of a successful transmission report.

19.7 Receipt - email

The dispatch of an email is taken to be received at the time the sender receives an automated message confirming delivery or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

20 Governing law

20.1 Governing law

Notes are governed by the law in force in New South Wales, Australia.

20.2 Jurisdiction

The Issuer irrevocably and unconditionally submits, and each Holder is taken to have submitted, to the non-exclusive jurisdiction of New South Wales, Australia and the courts of appeal from them. The Issuer waives any right it has to object to an action being brought in the courts of New South Wales including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

20.3 Serving documents

Without preventing any other method of service, any document in any action may be served on the Issuer or a Holder by being delivered or left at their registered office or principal place of business.

Form of Pricing Supplement

The Pricing Supplement to be issued in respect of each Tranche of Notes will be substantially in the form set out below.

[SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the “SFA”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Regulation 3(b) of the Securities and Futures (Capital Markets Products) Regulations 2018 (the “SF (CMP) Regulations”)) that the Notes are “prescribed capital markets products” (as defined in the SF (CMP) Regulations) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

Series No.: [●]

Tranche No.: [●]



Credit Union Australia Ltd
(ABN 44 087 650 959)

A\$2,000,000,000 Debt Issuance Programme

Issue of
[A\$[●]] [*Aggregate Principal Amount of Notes*]
[*Title of Notes*] due [●]
("Notes")

The date of this Pricing Supplement is [●] ("**Pricing Supplement**").

This Pricing Supplement (as referred to in the Information Memorandum dated [●] ("**Information Memorandum**") in relation to the above Programme) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with the terms and conditions of the Notes contained in the Information Memorandum ("**Conditions**") and the Note Deed Poll dated 10 March 2014 made by the Issuer. Unless otherwise indicated, terms defined in the Conditions have the same meaning in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

1	Issuer	:	Credit Union Australia Ltd (ABN 44 087 650 959)
2	Type of Notes	:	[Fixed Rate / Floating Rate / <i>specify other</i>]
3	Method of distribution	:	[Private / Syndicated] Issue
4	Lead Manager[s]	:	[<i>Specify</i>]
5	Dealer[s]	:	[<i>Specify</i>]
6	Registrar	:	[Austraclear Services Limited (ABN 28 003 284 419)]
7	Issuing and Paying Agent	:	[Austraclear Services Limited (ABN 28 003 284 419)]
8	Calculation Agent	:	[Austraclear Services Limited (ABN 28 003 284 419)]
9	Details of Series (Fungibility with other Tranches)	:	[Not applicable / <i>specify if Tranche is to form a single Series with an existing Tranche or Series, specify date on which all Notes of the Series become fungible (if no specific future date, specify the Issue Date)</i>]
10	Principal amount of Tranche	:	[<i>Specify</i>]
11	Issue Date	:	[<i>Specify</i>]
12	Issue Price	:	[<i>Specify</i>]
13	Denomination[(s)]	:	[A\$ / <i>specify other</i>] [●] per Note
14	Maturity Date	:	[<i>Specify</i>]
15	Record Date	:	[As per the Conditions / <i>specify</i>]
16	Condition 6 (Fixed Rate Notes) applies	:	[Yes / No] [If "No", delete following Fixed Rate provisions]
	Fixed Coupon Amount	:	[<i>Specify</i>]
	Interest Rate	:	[<i>Specify</i>]
	Interest Commencement Date	:	[Issue Date / <i>specify</i>]
	Interest Payment Dates	:	[<i>Specify</i>]
	Business Day Convention	:	[Following Business Day Convention / Preceding Business Day Convention / No Adjustment / <i>specify other</i>]
	Day Count Fraction	:	[RBA Bond Basis / <i>specify other</i>]
17	Condition 7 (Floating Rate Notes) applies	:	[Yes / No] [If "No", delete following Floating Rate provisions]
	Interest Commencement Date	:	[Issue Date / <i>specify</i>]

Interest Rate	:	[Specify method of calculation]
Interest Payment Dates	:	[Specify dates or the Specified Period]
Business Day Convention	:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / specify other]
Margin	:	[Specify (state if positive or negative)]
Day Count Fraction	:	[Actual/365 (Fixed) / specify other]
Fallback Interest Rate	:	[Specify / Not applicable]
Interest Rate Determination	:	[BBSW Rate Determination / Linear Interpolation]
<i>[If BBSW Rate Determination applies, specify the following (otherwise delete provision)]</i>		
BBSW Rate	:	[As per Condition 7.4 / specify any variation to the Conditions]
[Maximum and Minimum Interest Rate	:	[Specify / Not applicable]
Default Rate	:	[Specify (In the case of interest-bearing Notes, specify rate of interest applying to overdue amounts (if different to usual Interest Rate)]
Rounding	:	[As per Condition 8.6 / specify]
Relevant Financial Centre	:	[Applicable / Not applicable]]
[Linear Interpolation]	:	[If applicable, provide details]
18 Instalment details	:	[Specify details of Instalments including Instalment Amount and Instalment Dates / Note Applicable]
19 Details of Partly Paid Notes	:	[Specify details / Not applicable]
20 Condition 9.5 (Holder put) applies	:	[Yes, the Notes redeemable before their Maturity Date at the option of the Holders / Not applicable]
<i>[If "Not applicable", delete following Holder put provisions]</i>		
Early Redemption Date(s) (Put)	:	[Specify]
Minimum / maximum notice period for exercise of Holder put	:	[Specify]
Relevant conditions to exercise of Holder put	:	[Specify]

- 21 Condition 9.6 (Issuer call) applies : [Yes, the Notes redeemable before their Maturity Date at the option of the Issuer / Not applicable]
[If "Not applicable", delete following Issuer call provisions]
- Early Redemption Date(s) (Call) : [Specify]
- Minimum / maximum notice period for exercise of Issuer call : [Specify]
- Relevant conditions to exercise of Issuer call : [Specify]
- 22 Minimum / maximum notice period for early redemption for taxation purposes : [As per Condition 9.2 / specify]
- 23 Additional conditions : *[Specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included]*
- 24 Clearing System[(s)] : [Austraclear / specify others]
- 25 ISIN : [Specify]
- 26 [Common Code] : [Specify]
- 27 [Selling Restrictions] : *[Specify any variation to the selling restrictions set out in the Information Memorandum]*
- 28 Listing : *[Not applicable / Australian Securities Exchange [provide listing details] / specify details of other relevant stock exchange]*
- 29 Withholding tax : [It is [intended/not intended] that the Notes will be offered in a manner that is compliant with the public offer test set out in section 128F of the Income Tax Assessment Act 1936 of Australia]
- 30 [Additional Information] : [Specify]

CONFIRMED

Executed for and on behalf of
Credit Union Australia Ltd

By:

Name:

Title:

Date:

Selling Restrictions

Under the Dealer Agreement and subject to the Conditions contained in the Information Memorandum, the Notes will be offered by the Issuer through the Dealers. The Issuer has the sole right to accept any offer to purchase Notes and may reject that offer in whole or (subject to the terms of the offer) in part. Each Dealer has the right to reject any offer to purchase Notes made to it in whole or (subject to the terms of such offer) in part. The Issuer is entitled under the Dealer Agreement to appoint one or more financial institutions as a Dealer for a particular Tranche of Notes or the Programme generally. At the time of any appointment, each such financial institution will be required to represent and agree to the selling restrictions applicable at that time.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree to comply with any applicable law or directive in any jurisdiction in which it subscribes for, offers, sells or transfers Notes and that it will not, directly or indirectly, subscribe for, offer, sell or transfer Notes or distribute any Information Memorandum or other offering material in relation to the Notes, in any jurisdiction, except in accordance with these selling restrictions, any additional restrictions which are set out in the relevant Pricing Supplement and any applicable law or directive of that jurisdiction.

None of the Issuer, the Arranger or any Dealer has represented that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or in accordance with any available exemption, or assumes any responsibility for facilitating that sale.

The following selling restrictions apply:

1 General

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Information Memorandum or any other offering material in any country or jurisdiction where action for that purpose is required.

Persons into whose hands this Information Memorandum comes are required by the Issuer, the Arranger and the Dealers to comply with all applicable laws and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Notes or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any Notes under any applicable law or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and none of the Issuer, the Arranger or any Dealer has responsibility for such matters. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

In particular, there are restrictions on the distribution of this Information Memorandum and the offer or sale of Notes in Australia, the United Kingdom, the United States of America, Hong Kong, Japan, Singapore and the European Economic Area as set out below.

2 Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Programme or any Notes has been, or will be, lodged with ASIC. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the relevant Pricing Supplement (or another supplement to any Information Memorandum) otherwise provides, it:

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

unless:

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

3 The United Kingdom

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

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

4 The United States of America

The Notes have not been and will not be registered under the Securities Act.

Terms used in the following paragraphs have the meanings given to them by Regulation S under the Securities Act (“**Regulation S**”).

The Notes may not be offered, sold, delivered or transferred within the United States of America, its territories or possessions or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or in transactions exempt from the registration requirements of the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted under the Dealer Agreement, it will not offer, sell or deliver the Notes:

- (a) as part of their distribution at any time; and
- (b) otherwise until 40 days after completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the Lead Manager,

within the United States of America or to, or for the account or benefit of, U.S. persons.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will have sent to each distributor to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States of America or to, or for the account or benefit of, U.S. persons.

Until 40 days after the completion of the distribution of all Notes of the Series or Tranche of which those Notes are a part, an offer or sale of Notes within the United States of America by any Dealer or other distributor (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

5 Hong Kong

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

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

6 Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and**

Exchange Act) and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes directly or indirectly in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws and regulations of Japan.

7 Singapore

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore, as amended ("**Securities and Futures Act**").

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold Notes or caused any Notes to be made the subject of an invitation or subscription or purchase, nor has it circulated or distributed nor will it circulate or distribute the Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to persons in Singapore other than:

- (a) to an institutional investor (as defined in the Securities and Futures Act) under section 274 of the Securities and Futures Act;
- (b) to a relevant person (as defined in section 275(2) of the Securities and Futures Act) pursuant to section 275(1) of the Securities and Futures Act, or any person pursuant to section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in section 275 of the Securities and Futures Act; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased in reliance on an exemption under section 274 or 275 of the Securities and Futures Act, the Notes shall not be sold within the period of 6 months from the date of the initial acquisition of the Notes, except to any of the following persons:

- (A) an institutional investor;
- (B) a relevant person; or
- (C) any person pursuant to an offer referred to in section 275(1A) of the Securities and Futures Act,

unless expressly specified otherwise in section 276(7) of the Securities and Future Act.

Where the Notes are subscribed or purchased under section 275 of the Securities and Futures Act by a relevant person which is:

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

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

- (i) to an institutional investor or to a relevant person defined in section 275(2) of the Securities and Futures Act;
- (ii) (in the case of a corporation) where the transfer arises from an offer referred to in section 276(3)(i)(B) of the Securities and Futures Act or (in the case of a trust) where the transfer arises from an offer referred to in section 276(4)(i)(B) of the Securities and Futures Act;
- (iii) where no consideration is, or will be, given for the transfer;
- (iv) where the transfer is by operation of law; or
- (v) as specified in section 276(7) of the Securities and Futures Act.

8 European Economic Area

Public offer selling restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area ("**EEA State**") which has implemented the Prospectus Directive (each, a "**Relevant EEA State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant EEA State ("**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in that Relevant EEA State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant EEA State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant EEA State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Relevant EEA State by any measure implementing the Prospectus Directive in that Relevant EEA State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including by Directive 2010/73/EU) and includes any relevant implementing measure in the Relevant EEA State.

Prohibition of sales to EEA Retail Investors

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

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor; and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

9 Variation

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

Australian Taxation

1. Introduction

The following is a summary of the Australian withholding tax treatment under the Australian Tax Act and the Taxation Administration Act 1953 of Australia, at the date of this Information Memorandum, of payments of interest (as defined in the Australian Tax Act) by the Issuer on the Notes and certain other Australian tax matters.

A term used below but not otherwise defined has the meaning given to it in the Conditions.

This summary applies to Holders of Notes that are:

- *residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment in Australia (“**Australian Holders**”); and*
- *non-residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment in Australia, and Australian tax residents that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia (“**Non-Australian Holders**”).*

The summary is not exhaustive and, in particular, does not deal with the position of certain classes of Holders of the Notes (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of any person). In addition, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Notes through Austraclear, Euroclear, Clearstream, Luxembourg, the CMU or another clearing system.

Holders of the Notes should also be aware that particular terms of issue of any Series of Notes may affect the tax treatment of that Series of Notes. Information regarding taxes in respect of Notes may also be set out in the relevant Pricing Supplement.

This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular Holder. Each Holder should seek professional tax advice in relation to their particular circumstances.

2. Australian Interest Withholding Tax

The Australian Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies) including for the purposes of Australian interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act (“**Australian IWT**”) and dividend withholding tax. The Issuer intends to issue Notes which will be characterised as both “debt interests” and “debentures” for these purposes of the tests contained in Division 974 and the returns paid on the Notes are to be “interest” for the purposes of section 128F of the Australian Tax Act. If Notes are issued which are not so characterised, further information on the material Australian withholding tax consequences of payments of interest and certain other amounts on those Notes will be specified in the relevant Pricing Supplement.

For Australian IWT purposes, “interest” is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts.

Australian Holders

Payments of interest in respect of the Notes to Australian Holders should not be subject to Australian IWT.

Non-Australian Holders

Australian IWT is payable at a rate of 10% of the gross amount of interest paid by the Issuer to a Non-Australian Holder, unless an exemption is available.

(a) Section 128F exemption from Australian IWT

An exemption from Australian IWT is available in respect of interest paid on the Notes if the requirements of section 128F of the Australian Tax Act are satisfied.

Unless otherwise specified in any relevant Pricing Supplement (or another relevant supplement to this Information Memorandum), the Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

In broad terms, the requirements are as follows:

- (i) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Australian Tax Act) when it issues the Notes and when interest (as defined in section 128A(1AB) of the Australian Tax Act) is paid;
- (ii) the Notes are issued in a manner which satisfies the “public offer” test in section 128F of the Australian Tax Act.

In relation to the Notes, there are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering the Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
 - offers to 100 or more investors of a certain type;
 - offers of listed Notes;
 - offers via publicly available information sources; or
 - offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods;
- (iii) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes (or interests in the Notes) were being, or would later be, acquired, directly or indirectly, by an “associate” of the Issuer, except as permitted by section 128F(5) of the Australian Tax Act (see below); and
 - (iv) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an “associate” of the Issuer, except as permitted by section 128F(6) of the Australian Tax Act (see below).

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

- a person or entity which holds a majority of the voting shares of, or otherwise controls, the Issuer;
- an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Issuer;
- a trustee of a trust where the Issuer is capable of benefiting (whether directly or indirectly) under that trust; and

- a person or entity who is an “associate” of another person or company which is an “associate” of the Issuer under the first bullet point above.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (iii) and (iv) above), “associate” of the Issuer does not include:

- (A) an Australian Holder; or
- (B) a non-Australian Holder that is acting in the capacity of:
 - (i) in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme (for the purposes of the Corporations Act); or
 - (ii) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered managed investment scheme (for the purposes of the Corporations Act).

(b) Exemptions under certain double tax conventions

The Australian government has signed new or amended double tax conventions (“**New Treaties**”) with a number of countries (each a “**Specified Country**”). The New Treaties apply to interest derived by a resident of a Specified Country.

Broadly, the New Treaties effectively prevent Australian IWT applying to interest derived by:

- governments of the Specified Countries and certain governmental authorities and agencies in a Specified Country; and
- a “financial institution” resident in a Specified Country which is unrelated to and dealing wholly independently with the Issuer. The term “financial institution” refers to either a bank or any other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back to back loan or an economically equivalent arrangement will not qualify for this exemption.

(c) Payment of additional amounts

As set out in more detail in the Conditions of the Notes, and unless expressly provided to the contrary in the relevant Pricing Supplement (or another relevant supplement to this Information Memorandum), if the Issuer is at any time required by law to deduct or withhold an amount in respect of any Taxes imposed by a Relevant Tax Jurisdiction from a payment in respect of the Notes, the Issuer will pay an additional amount so that after making the withholding or deduction and further withholdings or deductions applicable to additional amounts payable under the Conditions, each Holder is entitled to receive (at the time the payment is due) the amount it would have received if no withholdings or deductions had been required to be made.

3. Other tax matters

Under Australian laws as presently in effect:

- *death duties* – no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- *stamp duty and other taxes* – no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the transfer of any Notes;

- *TFN/ABN withholding* - withholding tax is imposed at the rate of 47% on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (“**TFN**”), (in certain circumstances) an Australian Business Number (“**ABN**”) or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, then such withholding should not apply to payments to a Non-Australian Holder;

- *additional withholdings from certain payments to non-residents* – the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the Notes will need to be monitored;
- *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring the Issuer to deduct from any payment to a holder of the Notes any amount in respect of Australian tax payable by the holder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and make any deduction required by that direction;
- *supply withholding tax* – payments in respect of the Notes can be made free and clear of any “supply withholding tax”; and
- *goods and services tax (GST)* – neither the issue nor receipt of the Notes will give rise to a liability for GST in Australia on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Notes, would give rise to any GST liability in Australia.

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