

# ANZ ARGON FACILITY

WORST OF KNOCK-IN 'WOKI' SERIES

SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT | 12 MARCH 2014

# SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT

This Supplementary Product Disclosure Statement (SPDS) is dated 12 March 2014 and supplements the ANZ Argon Facility Worst of Knock-In 'WOKI' Series Product Disclosure Statement dated 23 November 2012 (PDS). This SPDS is to be read together with the PDS.

Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian Financial Services Licence 234 527, is the issuer of this SPDS.

The purpose of this SPDS is to update the privacy and disclosure related sections in the PDS.

## Amendment to section 8.6 of Part B of the PDS

- (a) Delete section 8.6(a) to (h) (inclusive) and replace it with the following:

“(a) ANZ will only collect personal information necessary for the products or services you request. The information we collect from you or other people during the course of managing the Argon Facility is required to process your Application Form, manage your investment and comply with relevant laws. Please refer to the “Privacy and Disclosure” provision set out in clause 14.17 of the Note Terms set out in section 9 of Part B of this PDS. ANZ’s Privacy Policy (available at [anz.com/privacy](http://anz.com/privacy)) contains further information about ANZ’s privacy practices.”

- (b) Renumber the existing section 8.6(i) as the new section 8.6(b).

## Amendments to section 9 of Part B of the PDS

Amend section 9 of Part B of the PDS as follows:

- (a) Delete all of clause 14.16(b) and insert “[intentionally blank]”.
- (b) Delete all of clause 14.17 (Confidentiality and Privacy) and replace it with the following:

## “14.17 PRIVACY AND DISCLOSURE OF INFORMATION

### 14.17.1 Definition

For the purposes of this clause 14.17, **Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable.

### 14.17.2 Privacy

- (a) If you do not provide ANZ with some or all of the Personal Information that ANZ requests, ANZ may be unable to provide you with any product or service.
- (b) ANZ may collect and use Personal Information: (i) to provide you with information about a product or service; (ii) to consider and process your request for a product or service; (iii) to provide a product or service to you; (iv) to tell you about other products and services; (v) to assist in arrangements with other organisations in relation to the promotion or provision of a product or service; (vi) to manage products and services and perform administrative and operational tasks; (vii) to consider any concerns or complaints raised by you against ANZ and/or to manage any legal action involving ANZ; (viii) to

identify, prevent or investigate any actual or suspected fraud, unlawful activity or misconduct; (ix) to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and (x) as required by relevant laws, regulations, codes of practice and external payment systems.

- (c) ANZ’s Privacy Policy (available at [anz.com/privacy](http://anz.com/privacy)) contains information about: (i) any laws that require or authorise ANZ to collect certain Personal Information and why those laws require ANZ to collect such Personal Information; (ii) the circumstances in which ANZ may collect Personal Information from other sources (including from a third party); and (iii) how an individual may: (A) access their Personal Information and seek correction of their Personal Information; (B) instruct ANZ that the individual does not want to receive information about other products and services; and (C) raise concerns that ANZ may have breached the Privacy Act 1988 (Cth) or related code, and how ANZ will deal with these matters.

### 14.17.3 Disclosure

- (a) ANZ may disclose any information (including Personal Information) relating to you, the ANZ Argon Facility or any associated transactions, products or services to: (i) any related entity of ANZ which may use the information to: provide, manage or administer products or services; carry out ANZ’s functions and activities; manage products and services and perform administrative and operational tasks; promote its own products and services, unless you advise otherwise; and comply with laws, regulatory requirements and prudential standards; (ii) an organisation that is in an arrangement with ANZ to jointly offer products or services and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents); (iii) any agent, contractor or service provider ANZ engages to carry out or assist with its functions and activities; (iv) an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct; (v) regulatory bodies, government agencies, law enforcement bodies and courts; (vi) participants in payments systems (including payment organisations and merchants) and other financial institutions; (vii) other credit providers; (viii) insurers (including mortgage insurers) and reinsurers; (ix) any person who introduces you to ANZ; (x) your referee(s), employer or representative (including any broker, authorised agent, executor, administrator or trustee in

# SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT

bankruptcy, legal representative or anyone else acting for you in connection with your product or service); (xi) joint account holders; (xii) any provider of a guarantee, security or other credit support for your obligations to ANZ; (xiii) other parties ANZ is authorised or required by law or court/tribunal order to disclose information to; and (xiv) any professional advisors of ANZ who are under a duty of confidentiality to keep such information confidential, except that this paragraph does not permit the disclosure of information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.

- (b) In making the disclosures described above, ANZ may disclose information to recipients (including service providers and related entities of ANZ) (a) located outside Australia and/or (b) not established in or not carrying on business in Australia. Details regarding the location of such recipients may be found at [anz.com/privacy](http://anz.com/privacy).

## 14.17.4 Credit reporting

ANZ may collect information about your credit history and credit worthiness, including credit liabilities, repayments and defaults from a credit reporting body (or a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, manage the provision of such credit and for the purposes of debt collection. ANZ may also disclose your information (including Personal Information and information relating to the ANZ Argon Facility or any associated transactions, products or services) to any credit reporting bodies (for more information about credit reporting in relation to Personal Information, including the name and contact details of credit reporting bodies and the circumstances in which ANZ may disclose Personal Information to them and how you request credit reporting bodies not to use your information in certain circumstances, refer to [anz.com/privacy](http://anz.com/privacy)).

## 14.17.5 Information about others

If you give ANZ Personal Information about someone else or direct someone else to give their Personal Information to ANZ, you must show that person a copy of this clause 14.17 (Privacy and Disclosure of Information) so that they understand the manner in which their Personal Information may be used or disclosed."



ANZ ARGON FACILITY  
PRODUCT DISCLOSURE STATEMENT - PART A  
WORST OF KNOCK-IN 'WOKI' SERIES | 23 NOVEMBER 2012

## IMPORTANT INFORMATION

### THIS PDS

This is Part A of a two-part product disclosure statement (PDS) for the Worst of Knock-in 'WOKI' Series of the ANZ Argon Facility issued by Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian financial services licence number 234 527. The date of this PDS is 23 November 2012.

You should read the entire PDS (that is, Part A and Part B of the PDS) before making any investment decision in respect of the ANZ Argon Facility. All references to this PDS are to the entire PDS, unless Part A or Part B is specified.

For each Series of the ANZ Argon Facility, Part A provides specific information about that particular Series and Part B provides general information that applies to all Series of ANZ Argon.

References to "ANZ", "us", "our" or "we" throughout this PDS are references to Australia and New Zealand Banking Group Limited. References to "you" or "your" throughout this PDS means the person receiving this PDS and, where relevant, the person acquiring a Note.

### PURPOSE OF THIS PDS

This PDS is an important document. Its purpose is to provide you with key information about Notes and the ANZ Argon Facility.

ANZ is providing you with this PDS to help you understand the risks, benefits and costs of acquiring a Note, and to assist you in making an informed decision about acquiring Notes.

Notes are sophisticated financial products. Notes may be unsuitable for you if you are unfamiliar with structured financial products.

Please read this PDS in full before deciding to acquire a Note. If you decide to acquire a Note, you should keep this PDS and any other documentation relating to the Note for future reference.

### GENERAL INFORMATION ONLY

The information in this PDS is general information only and does not take into account your personal objectives, financial situation or needs. This PDS does not constitute personal advice and is not a recommendation or opinion that Notes are appropriate for you.

Before acquiring a Note, you should give consideration to your objectives, financial situation and needs, and be satisfied that they will be met if you acquire a Note. We recommend that you consult your independent professional adviser about the suitability of Notes for you.

### PRODUCT SUITABILITY

The Notes offered under this PDS are not traditional investments. The Notes are complex financial products and have a higher degree of complexity and potential risk than a simple interest bearing deposit or debt instrument or a simple investment in shares or other assets. You should ensure that you fully understand all of the risks associated with the Note you choose to invest in and have determined that the type of investment is suitable for you. For example, Notes may not be a suitable investment for you if:

- > you aren't comfortable with the risk that you might not get back the full principal amount of the money which you invested, and in some cases might receive zero
- > you don't understand that the performance of your Note at maturity is linked to the performance of the relevant Reference Assets. (You must determine for yourself the likelihood of the Reference Assets performing in a way which will provide you with the returns you are seeking and understand the risk that they may not perform that way)
- > you don't understand the risks associated with the relevant Reference Assets and the way in which the performance of the Reference Assets will affect your return on the Note
- > you don't understand the relationship between the Initial Level, Knock-in Level and Strike Level in relation to the performance of the Note
- > you don't have experience in, or are otherwise unfamiliar with, investing in products which have structured or derivative payoff profiles
- > you aren't comfortable with the effect that the loss of your principal amount might have on your investment portfolio
- > you aren't comfortable that an investment in the Notes is a term investment and that you do not have a right to redeem the Note early without the agreement of ANZ. In the event that ANZ accepts a request for early termination, the Early Termination Amount payable to you by ANZ may be less than your original Note Amount

## AUSTRALIAN DISTRIBUTION ONLY

Notes offered under this PDS are only available to persons receiving this PDS in Australia who are Australian residents.

The distribution of this PDS in jurisdictions outside Australia may be restricted by law and therefore, persons into whose possession this document comes should seek advice on and observe any such restrictions. Failure to comply with relevant legislation may violate these laws. This PDS does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

## DISCLAIMER

Our obligations in relation to a Note are not deposit liabilities of ours, and they are not guaranteed by any other party. They are unsecured contractual obligations which will rank equally with our other unsecured contractual obligations and with our unsecured debt (other than liabilities mandatorily preferred by law). In this regard, section 13A(3) of the Banking Act 1959 (Cth) provides that in the event we become unable to meet our obligations, our assets in Australia shall be available to meet certain liabilities in priority to all of our other liabilities, including our obligations in relation to the Notes. Such preferred liabilities include, without limitation, certain debts and costs owed to the Australian Prudential Regulation Authority, liabilities in relation to protected accounts and any debts or liabilities owed to the Reserve Bank of Australia.

## UPDATED INFORMATION

The information in this PDS is subject to change. Where new information arises that is materially adverse to investors, ANZ will issue a new PDS or issue a supplementary PDS setting out the new information.

Where new information arises that is not materially adverse to investors, you will be able to find the updated information on our website ([www.anz.com](http://www.anz.com)) or you can contact us using the details in the directory at the back of this PDS. A paper copy of the updated information is available free on request.

## EXAMPLES IN THIS PDS

The examples in this PDS are for illustrative purposes only. You should note that the actual variables of any Note will differ depending on the terms of the relevant Note.

## DEFINITIONS

To assist you in understanding this PDS, we have included a Glossary of definitions of capitalised terms in section 10 of Part B of this PDS. Capitalised words or terms used in this PDS are defined in the Glossary.

## CONTACT ANZ

If there is anything in this PDS that you do not understand or if you have any questions you can contact us using the details in the directory at the back of Part B of this PDS or go to our website at [www.anz.com](http://www.anz.com).

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# 1. KEY FEATURES

<b>Who is the issuer of the Notes?</b>	Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian financial services licence number 234 527 (“ANZ”, “us”, “our” or “we”)
<b>What is a Note?</b>	<p>Each Note is a security issued by ANZ to the investor. Each Note issued under the WOKI Series (a ‘WOKI Note’) has a fixed Coupon or Coupons, but the Maturity Amount or Exchange Parcel (as the case may be) you receive at maturity may have a value equal to or less than that of your initial Note Amount depending on the performance of two or more underlying Reference Assets.</p> <p>See section 2 below for more information.</p>
<b>What are the significant benefits of acquiring a Note?</b>	<p>The benefits of the WOKI Series of Notes include:</p> <ul style="list-style-type: none"> <li>&gt; the potential for Coupon payments which may provide a higher return than a traditional interest bearing investment such as a deposit account; and</li> <li>&gt; the flexibility to tailor the Reference Assets, Exchange Assets, Maturity Date, Strike Levels, Knock-in Level and other variables to match your investment view on the relevant Reference Assets.</li> </ul> <p>See section 3.1 of Part A of this PDS for more information on the significant benefits of the Asset Linked Note Series and section 2 of Part B of this PDS for more information on the significant benefits of Notes generally.</p>
<b>What are the significant risks of acquiring a Note?</b>	<p>You should note some of the key risks associated with purchasing a WOKI Note include:</p> <ul style="list-style-type: none"> <li>&gt; <b>An investment in the WOKI Series of Notes is NOT capital protected and you may lose some or all of your initial investment.</b> If a Knock-in Event occurs, and the Maturity Level of the Worst Performing Reference Asset is below the relevant Strike Level you will receive a Maturity Amount or Exchange Parcel (as the case may be) with a value less than the full Note Amount which you invested. Depending on the performance of the Worst Performing Reference Asset, your Maturity Amount or Exchange Parcel (as the case may be) may have a value as low as zero.</li> <li>&gt; If a Knock-in Event occurs, you are exposed to the performance of the Worst Performing Reference Asset. If a Knock-in Event occurs, the Maturity Level of the Worst Performing Reference Asset will determine your Maturity Amount or Exchange Parcel (as the case may be) regardless of the performance of all other Reference Assets for the Note.</li> <li>&gt; You are exposed to the risks particular to the Reference Assets which you have chosen to apply to your Notes.</li> </ul> <p>See section 3.2 of Part A of this PDS for more information on the significant risks of the WOKI Series of Notes and section 3 of Part B of this PDS for more information on the significant risks of Notes generally.</p> <p><b>YOU SHOULD READ AND UNDERSTAND ALL OF THE ABOVE RISK DISCLOSURE BEFORE MAKING ANY INVESTMENT DECISION IN RELATION TO A WOKI SERIES OF NOTES.</b></p>
<b>How to apply for Notes</b>	<p>You may apply to use the ANZ Argon Facility by completing the Application Form contained in Part B of this PDS and the investor acknowledgement in Part A of this PDS.</p> <p>If we agree to establish an ANZ Argon Facility for you, you may request a Quote Sheet from us which will set out the indicative terms on which we may issue a Note. If you would like to proceed with acquiring the Note you can make a Transaction Request. As soon as reasonably practicable after a Note is issued, we will send to you a Confirmation Letter setting out the final terms for that Note.</p> <p>See section 11 of Part B of this PDS contains more information on how to apply for Notes.</p>

<b>What is the minimum Note Amount?</b>	AUD100,000 per Note or less at our discretion.
<b>What fees and other amounts do I have to pay to acquire a Note?</b>	<p>You must pay to us the Note Amount (and any other costs, fees, Taxes and charges identified in the Quote Sheet) in cleared funds before we will issue a Note to you.</p> <p>If an Establishment Fee is specified in the Quote Sheet, then you must pay the Establishment Fee on or prior to the Issue Date in order for ANZ to issue a Note to you.</p>
<b>Reference Asset</b>	<p>Each Note under the WOKI Series relates to two or more Reference Assets. The Reference Assets for your Note will be set out in your Confirmation Letter.</p> <p>Reference Assets may include securities quoted on the ASX or other exchanges, indices, currency exchange rates, commodities or any other asset agreed by ANZ. You can ask us what Reference Assets are available at any point in time.</p> <p>The value of your Maturity Amount or Exchange Parcel (as the case may be) may be affected by the performance of the Reference Assets for your Note – see the discussion of the Maturity Amount and Exchange Parcel below.</p>
<b>Coupon</b>	<p>ANZ will pay a Coupon to you on each Coupon Payment Date calculated as follows:</p> $\text{Coupon} = \text{Note Amount} \times \text{Coupon Rate}$ <p>You should note that the Coupon Rate payable in relation to a Note IS NOT a per annum rate. However, the Quote Sheet and Confirmation Letter in respect of any Note will contain the equivalent per annum rate for your information.</p>
<b>Coupon Rate</b>	Means the Coupon Rate specified in your Confirmation Letter.
<b>Knock-in Event</b>	<p>A Knock-in Event will occur if the Level of any Reference Asset is equal to or less than the Knock-in Level for that Reference Asset at any Relevant Time.</p> <p><b>As the occurrence of the Knock-in Event will mean that you are at risk of receiving a Maturity Amount or Exchange Parcel (as the case may be) that is worth less than your initial Note Amount, you should understand and be comfortable with the Knock-in Levels of all Reference Assets prior to making an investment in a Note.</b></p>
<b>Relevant Time</b>	The times at which a Knock-in Event can occur will vary depending upon whether your Confirmation Letter specifies the Relevant Time as being either "daily closing", "continuous", "maturity" or "periodic", each as described below.
<b>Daily closing</b>	If the Relevant Time is expressed in your Confirmation Letter to be "daily closing", the Relevant Time will be the end of each Trading Day during the term of the Note, including the Maturity Date, and the Level for each Reference Asset will be the Closing Level on each Trading Day.
<b>Continuous</b>	If the Relevant Time is expressed in your Confirmation Letter to be "continuous", the Relevant Time will be any time on any Trading Day during the term of the Note, including the Maturity Date, and the Level for each Reference Asset will be the Intra-day Level at any point during any such Trading Day.
<b>Maturity</b>	If the Relevant Time is expressed in your Confirmation Letter to be "maturity", the Relevant Time will be the end of the Maturity Date and the Level for each Reference Asset will be the Maturity Level.
<b>Periodic</b>	If the Relevant Time is expressed in your Confirmation Letter to be "periodic", the Relevant Time will be each of the times specified in your Confirmation Letter and the Level for each Reference Asset will be the Closing Level on each of the Trading Days specified in your Confirmation Letter.

<b>Maturity Amount</b>	<p>Your Maturity Amount in respect of a Note will be calculated as follows:</p> <ul style="list-style-type: none"> <li>&gt; if:             <ul style="list-style-type: none"> <li>&gt; no Knock-in Event has occurred; or</li> <li>&gt; a Knock-in Event has occurred, but the Maturity Level of the Worst Performing Reference Asset is greater than or equal to the relevant Strike Level,</li> </ul>             then your Maturity Amount will be equal to your Note Amount; and           </li> <li>&gt; if a Knock-in Event has occurred and the Maturity Level of the Worst Performing Reference Asset is less than the relevant Strike Level, then your Maturity Amount will be calculated as follows:             <math display="block">\text{Maturity Amount} = (\text{ML} \div \text{SL}) \times \text{NA}</math>             where:             <ul style="list-style-type: none"> <li>ML means the Maturity Level of the Worst Performing Reference Asset;</li> <li>SL means the Strike Level of the Worst Performing Reference Asset; and</li> <li>NA means the Note Amount</li> </ul> </li> </ul> <p>See sections 2.1 and 2.2 of Part A of this PDS for graphical and worked examples of how the Maturity Amount is calculated in practice.</p> <p><b>If a Knock-in Event has occurred, then the relative values of the Strike Level of the Worst Performing Reference Asset and the Maturity Level of the Worst Performing Reference Asset will determine whether you receive a Maturity Amount or Exchange Parcel (as the case may be) that is worth less than your initial Note Amount, and if so, the size of any loss of capital you suffer. You cannot control the Maturity Level of the Worst Performing Reference Asset but you can set the Strike Level for each Reference Asset when choosing to enter into each Note. You should therefore understand and be comfortable with the Strike Levels of all Reference Assets before making any investment in a Note.</b></p>
<b>Performance Percentage</b>	<p>The Performance Percentage of a Reference Asset is equal to the Maturity Level for that Reference Asset divided by the Initial Level for that Reference Asset, expressed as a percentage.</p> <p>The Performance Percentage is intended to reflect the price or value performance of the Reference Asset across the term of a Note.</p>
<b>Worst Performing Reference Asset</b>	<p>The Worst Performing Reference Asset is the Reference Asset with the lowest Performance Percentage.</p>
<b>Settlement method</b>	<p>You must elect in your Transaction Request whether you require Cash Settlement or Physical Settlement to apply on redemption of your Note. If you fail to make an election Fallback Settlement will apply.</p> <p>You may, any time up until 5pm on the Business Day prior to the Maturity Date for a Note, deliver to ANZ a Settlement Notice electing for Cash Settlement, Physical Settlement or Fallback Settlement to apply on redemption of your Note. Any election in a Settlement Notice may differ from that in your Transaction Request or any prior Settlement Notice.</p>
<b>Cash Settlement</b>	<p>If you have elected for Cash Settlement, then at maturity ANZ must redeem your Note by paying the Maturity Amount to you on or before the Settlement Date.</p>
<b>Physical Settlement</b>	<p>If you have elected for Physical Settlement, then at maturity ANZ will redeem your Note by transferring the Exchange Parcel to you on or before the Settlement Date or as soon as possible thereafter.</p> <p>See below for further information on the Exchange Parcel.</p> <p>The Exchange Asset for the WOKI Series will be the Exchange Asset referable to the Worst Performing Reference Asset as specified in your Confirmation Letter.</p>

<b>Fallback Settlement</b>	<p>If you do not elect for Cash Settlement or Physical Settlement as discussed above, then Fallback Settlement will apply as follows:</p> <ul style="list-style-type: none"> <li>&gt; if a Knock-in Event has occurred and the Maturity Level of the Worst Performing Reference Asset is less than the Strike Level of the Worst Performing Reference Asset, then Physical Settlement will apply; and</li> <li>&gt; in all other circumstances, Cash Settlement will apply.</li> </ul>
<b>Exchange Parcel</b>	<p>If Physical Settlement applies, you will be delivered the Exchange Parcel. The Exchange Parcel is a number of Exchange Assets calculated according to the following formula, rounded up to the nearest whole number of Exchange Assets:</p> $\text{Number of Exchange Assets} = \text{MA} \div \text{ER} \div \text{EACP}$ <p>where:</p> <ul style="list-style-type: none"> <li>MA means the Maturity Amount;</li> <li>ER means the Exchange Rate; and</li> <li>EACP means as determined by ANZ in its absolute discretion: <ul style="list-style-type: none"> <li>&gt; the price paid by ANZ to acquire the relevant Exchange Asset on or following the Maturity Date; or,</li> <li>&gt; the Maturity Level of the Exchange Asset.</li> </ul> </li> </ul>
<b>Exchange Rate</b>	<p>If the Exchange Asset is denominated in a different currency to the Note Currency then for the purposes of determining the Exchange Parcel the Maturity Amount will be converted into the currency of the Exchange Asset at the Exchange Rate. The Exchange Rate will be the rate at which ANZ can convert the Maturity Amount into the currency of the Exchange Asset on or following the Maturity Date.</p> <p>This means that the number of Exchange Assets you receive will fluctuate in accordance with the Exchange Rate at maturity. However, the value of the Exchange Parcel will always equal approximately the Maturity Amount (based on that Exchange Rate). This is because increases in the value of the currency of the Exchange Asset relative to that of the Note Currency will mean that there will be less Exchange Assets in the Exchange Parcel, but each individual Exchange Asset, when converted back into the Note Currency, will have a greater value.</p> <p>The reverse will also apply, such that the value of the Exchange Parcel will always equal approximately the Maturity Amount.</p> <p>If the Note Currency is the same as the currency of the Exchange Asset then the Exchange Rate will be 1.00.</p>
<b>Note Currency</b>	<p>Unless otherwise specified in the Confirmation Letter, the Note Currency will be Australian Dollars (AUD). The Coupon and Maturity Amount will be denominated in the Note Currency.</p>
<b>What is the term of a Note?</b>	<p>Notes can have a term of from one month to ten years, or as otherwise agreed between you and ANZ.</p>
<b>Early Redemption Event</b>	<p>No Early Redemption Events apply to the WOKI Series of Notes.</p>
<b>Can I redeem my Note early?</b>	<p>You can request to redeem your Note before the Maturity Date in certain circumstances. Please note that Break Costs may apply.</p> <p>You should not invest in a Note unless you have the intention to hold your Note until maturity. You should be aware that the Early Termination Amount you receive (if any) may be less than your initial Note Amount. See section 4 of Part B of this PDS for more information.</p>

<b>Adjustment Events</b>	<p>The Adjustment Events for this Series of Notes are as set out in clause 6.1 of the Note Terms in section 9 of Part B of this PDS.</p> <p>If an Adjustment Event occurs, ANZ may change any of the variables of a Note. ANZ may also take any other action we consider necessary or desirable in our absolute discretion.</p> <p>If ANZ determines that it would not be reasonable to make a variation as referred to above, ANZ may terminate all or part of the affected Note (see the discussion of early termination below).</p>
<b>Can my Note be terminated early by ANZ?</b>	<p>ANZ may redeem your Note before the Maturity Date in certain circumstances, for example, if an Adjustment Event or Default occurs.</p> <p>Please note that Break Costs may apply.</p> <p>See section 4 of Part B of this PDS for more information</p>
<b>Nominee Arrangements</b>	<p>Each Note gives you a beneficial interest in a fraction of a Nominee Share in accordance with the Nominee Deed. See section 8.1 of Part B of the PDS for further information.</p>
<b>Tax</b>	<p>See the letter in section 6 of Part B of this PDS for a general discussion of some of the significant tax consequences of acquiring a Note. You should be aware the tax summary does not take into account the specific terms of Notes offered under the WOKI Series of Notes and only covers certain Notes and investors. Therefore you should seek your own independent tax advice on the tax consequences of acquiring a Note having regard to its specific terms and your individual circumstances.</p>
<b>Notices</b>	<p>Notices under this PDS are to be sent to the following address:</p> <p>ANZ Equity Markets GPO Box 550 Sydney NSW 2001</p>
<b>Complaints</b>	<p>See section 8.5 of Part B of this PDS for information on how ANZ handles complaints.</p>
<b>Cooling off</b>	<p>No cooling off period applies to the Notes.</p>

## 2. EXPLANATION OF WOKI SERIES NOTES

### 2.1 OVERVIEW

The Series of Notes offered under this PDS is the Worst of Knock-in 'WOKI' Series. An explanation of the key features of WOKI Notes follows. You should also familiarise yourself with Part B of this PDS in relation to the general features of the Notes (including WOKI Notes).

#### WHAT ARE WOKI NOTES?

WOKI Notes are unsecured debt obligations of ANZ Banking Group which:

- > pay one or more Coupons; and
- > are linked to a basket of Reference Assets, so that the value you receive at maturity is contingent upon the performance of the Reference Assets.

#### WHAT ARE THE RISKS OF INVESTING IN A WOKI NOTE?

See section 3.2 of Part A of this PDS for more information on the significant risks of the WOKI Series of Notes and section 3 of Part B of this PDS for more information on the significant risks of Notes generally.

#### WHAT IS A REFERENCE ASSET?

Reference Assets may include securities quoted on the ASX or other exchanges, indices, currency exchange rates, commodities or any other asset agreed by ANZ. You can ask us what Reference Assets are available at any point in time.

The Reference Assets for your Note will be set out in your Confirmation Letter.

You should note that each type of Reference Asset has risks peculiar to that asset and you should be familiar with these risks before investing. See section 3.1 of Part B of this PDS for a discussion of risks relating to Reference Assets.

#### WHAT ARE THE POTENTIAL PAYMENTS UNDER A WOKI NOTE?

A WOKI Note has 2 payment elements:

- > a fixed Coupon payable on each Coupon Payment Date; and
- > a Maturity Amount (payable at maturity in cash or by delivery of the Exchange Parcel).

#### WHAT COUPON IS PAYABLE?

ANZ will pay a Coupon to you on each Coupon Payment Date calculated as follows:

Note Amount x Coupon Rate

The Coupons will be specified in your Confirmation Letter.

You should note that the Coupon Rate payable and specified in the Confirmation Letter in relation to a Note IS NOT a per annum rate. However, the Quote Sheet and Confirmation Letter in respect of any Note will contain the equivalent per annum rate for your information. If there are multiple Coupon Payment Dates in relation to a Note the Coupon Rate will only be applicable to the relevant Coupon Observation Period.

The calculation of the Coupon is not affected by the performance of any Reference Asset in the absence of an early termination.

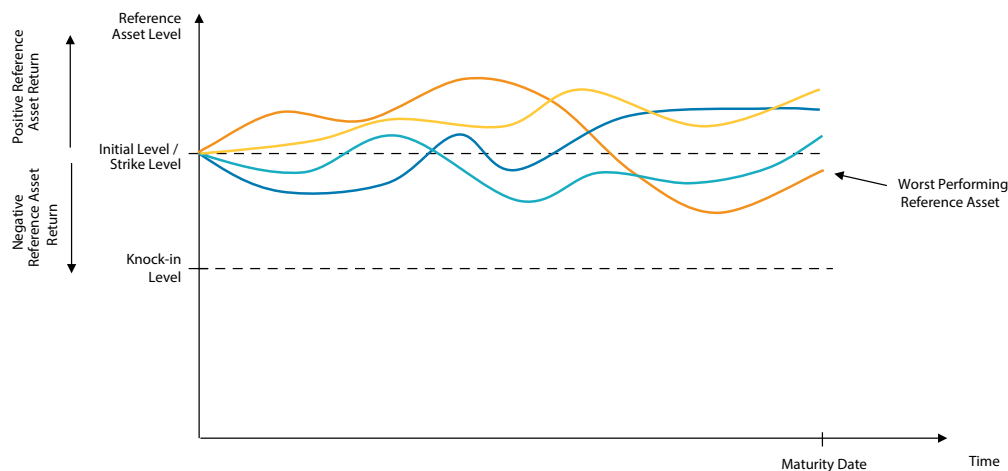
You should note that, in general, a higher Coupon Rate payable in respect of a Note will indicate a higher risk of a both (a) a Knock-in Event occurring and (b) the Maturity Level of the Worst Performing Reference Asset being below the Strike Level and the value of your Maturity Amount or Exchange Parcel (as the case may be) therefore being less than your initial Note Amount. Before purchasing a Note you should understand how complex structured products with derivative type payoffs such as the Notes are priced and be comfortable that you are prepared to expose yourself to the risks that the value of your Maturity Amount or Exchange Parcel (as the case may be) may be less than your initial Note Amount.

## HOW IS THE MATURITY AMOUNT CALCULATED?

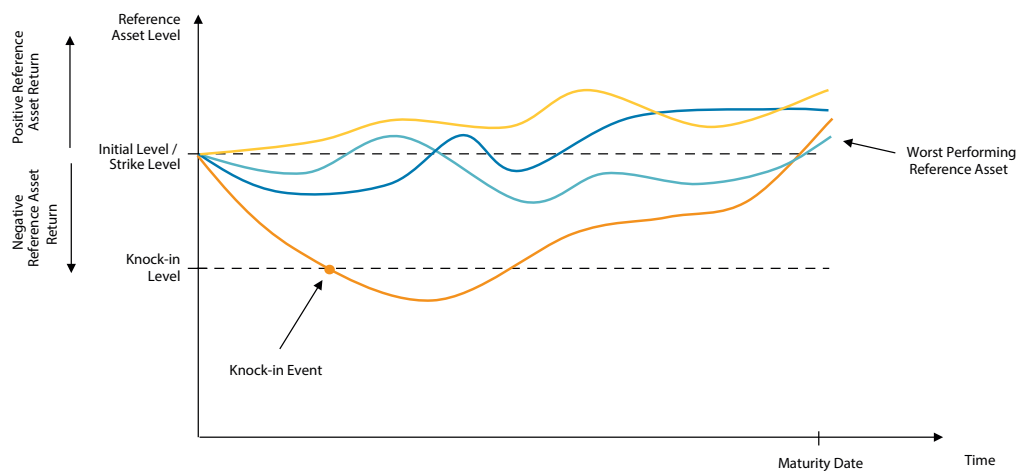
The Maturity Amount you receive at maturity depends on the performance of the underlying Reference Assets across the term of the Note.

There are 3 potential scenarios:

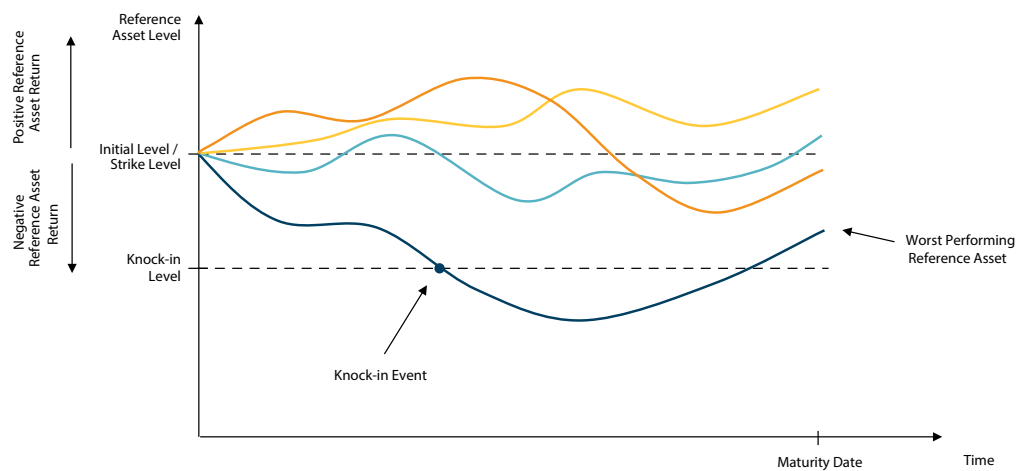
1. If no 'Knock-in Event' has occurred the Maturity Amount will be equal to your initial Note Amount. An example of a WOKI Note with four Reference Assets and the Reference Asset performance which would lead to this outcome is shown below:



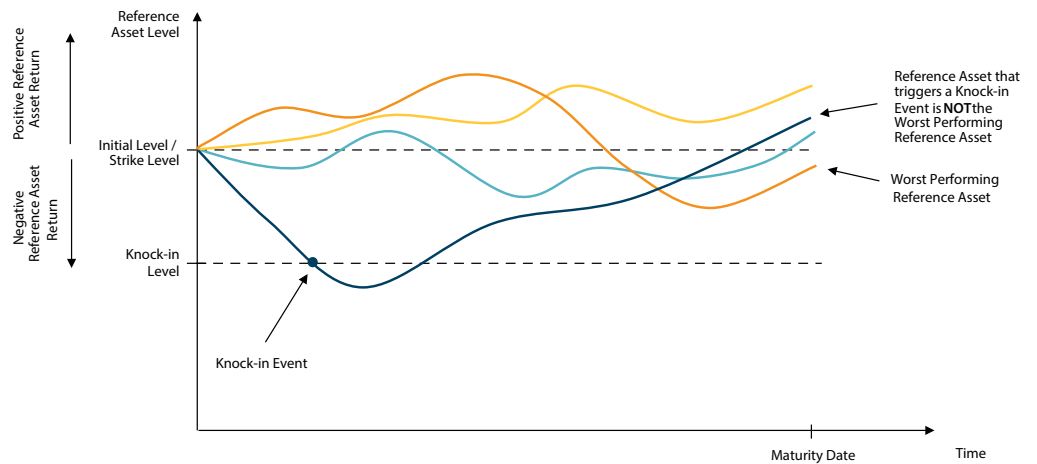
2. If a Knock-in Event has occurred, but the Maturity Level of the Worst Performing Reference Asset is greater than or equal to its Strike Level, then the Maturity Amount will be equal to your initial Note Amount. An example of a WOKI Note with four Reference Assets and the Reference Asset performance which would lead to this outcome is shown below:



3. If a Knock-in Event occurs and the Maturity Level of the Worst Performing Reference Asset is less than its Strike Level, then the Maturity Amount will be less than your initial Note Amount. An example of a WOKI Note with four Reference Assets and the Reference Asset performance which would lead to this outcome is shown below.



You should also note that in this last scenario if a Knock-in Event occurs the Worst Performing Reference Asset may not necessarily be the same as the Reference Asset which triggered the Knock-in Event. Even if the Reference Asset which triggered the Knock-in Event recovers to a Maturity Level above its Strike Level, a decline in another Reference Asset to a Maturity Level below its Strike Level will still put your capital at risk. This outcome is represented diagrammatically below.



Also, see below for further discussion of the Maturity Amount or Exchange Parcel in this circumstance and also the potential impact of any applicable Exchange Rate.



### WHAT IS A KNOCK-IN EVENT?

A Knock-in Event will occur if the Level of any Reference Asset is equal to or less than the Knock-in Level for that Reference Asset at any Relevant Time. See below for further explanation of the Level and Relevant Time and how they impact on the occurrence of a Knock-in Event.

### WHAT IS THE KNOCK-IN LEVEL?

The Knock-in Level is the level of the Reference Asset determined by multiplying the Initial Level of the Reference Asset by the Knock-in Level Percentage specified in your Confirmation Letter.

**As the occurrence of the Knock-in Event will mean that you are at risk of receiving a Maturity Amount or Exchange Parcel (as the case may be) that is worth less than your initial Note Amount, you should understand and be comfortable with the Knock-in Levels of all Reference Assets prior to making an investment in a Note.**

### WHAT IS THE RELEVANT TIME FOR OBSERVING THE KNOCK-IN LEVEL?

The Relevant Time will be specified in your Confirmation Letter. It may be one of the following:

- > **Daily closing**  
The Relevant Time will be the end of each Trading Day during the term of the Note, including the Maturity Date, and the Level for each Reference Asset will be the Closing Level on each Trading Day.
- > **Continuous**  
The Relevant Time will be any time on any Trading Day during the term of the Note, including the Maturity Date, and the Level for each Reference Asset will be the Intra-day Level at any point during any such Trading Day.
- > **Maturity**  
The Relevant Time will be the end of the Maturity Date and the Level for each Reference Asset will be the Maturity Level.

- > **Periodic**  
The Relevant Time will be each of the times specified in your Confirmation Letter and the Level for each Reference Asset will be the Closing Level on each of the Trading Days specified in your Confirmation Letter.

### WHAT IS THE IMPACT OF A KNOCK-IN EVENT ON THE MATURITY AMOUNT?

The potential impact of a Knock-in Event on the Maturity Value of a Note is demonstrated by the table below:

KNOCK IN EVENT?	MATURITY AMOUNT VALUE
No	Note Amount
Yes but Worst Performing Reference Asset greater than or equal to its Strike Level	Note Amount
Yes but Worst Performing Reference Asset less than its Strike Level	Less than Note Amount

If a Knock-in Event has occurred and the Maturity Level of the Worst Performing Reference Asset is less than the relevant Strike Level, then your Maturity Amount will be calculated as follows:

$$\text{Maturity Amount} = (\text{ML} \div \text{SL}) \times \text{NA}$$

where:

- ML means the Maturity Level of the Worst Performing Reference Asset;
- SL means the Strike Level of the relevant Worst Performing Reference Asset; and
- NA means the Note Amount

The Strike Level for each Reference Asset will be the level of the Reference Asset determined by multiplying the Initial Level of the Reference Asset by the Strike Level Percentage specified in your Confirmation Letter.

If a Knock-in Event has occurred, then the relative values of the Strike Level of the Worst Performing Reference Asset and the Maturity Level of the Worst Performing Reference Asset will determine whether you receive a Maturity Amount or Exchange Parcel (as the case may be) that is worth less than your initial Note Amount, and if so, the size of any capital loss you suffer.

If a Knock-in Event occurs, you will therefore be exposed to any negative performance of the Worst Performing Reference Asset below the Strike Level. See section 2.2 of Part A of this PDS below for examples of how a Knock-in Event may affect the Maturity Amount.

#### WHAT IS THE WORST PERFORMING REFERENCE ASSET?

The Worst Performing Reference Asset is the Reference Asset with the lowest Performance Percentage.

The Performance Percentage for each Reference Asset is calculated by dividing the Maturity Level of the Reference Asset by the Initial Level of the Reference Asset. See section 2.2 of Part A of this PDS below for examples of the calculation of the Performance Percentage.

#### WILL THE REFERENCE ASSET WHICH TRIGGERS A KNOCK-IN EVENT BE THE WORST PERFORMING REFERENCE ASSET FOR CALCULATING THE MATURITY AMOUNT?

Not necessarily. The fact that one Reference Asset triggers a Knock-in Event at some point during the term of a Note does not necessarily mean that the same Reference Asset will be the Worst Performing Reference Asset at maturity for the purposes of determining the Maturity Amount. If that Reference Asset subsequently recovers after triggering the Knock-in Event, and the price or level of another Reference Asset declines by the Maturity Date such that it has a Performance Percentage worse than that of the Reference Asset which triggered the Knock-in Event, it will be that Reference Asset which is the Worst Performing Reference Asset whose Maturity Level will be used for the purposes of calculating the Maturity Amount.

#### HOW WILL MY NOTE BE SETTLED AT MATURITY?

You may elect for Cash Settlement or Physical Settlement to apply to your Note. In the event that you do not make an election Fallback Settlement will apply. Please see the table below for further explanation of Cash Settlement, Physical Settlement and Fallback Settlement.

#### SETTLEMENT METHOD

<b>Cash Settlement</b>	If you have elected for Cash Settlement, then at maturity ANZ must redeem your Note by paying the Maturity Amount to you on or before the Settlement Date.
<b>Physical Settlement</b>	If you have elected for Physical Settlement, then at maturity ANZ will redeem your Note by transferring the Exchange Parcel to you on or before the Settlement Date or as soon as possible thereafter. See below for further information on the Exchange Parcel.
<b>Fallback Settlement</b>	If you do not elect for Cash Settlement or Physical Settlement as discussed above, then Fallback Settlement will apply as follows: <ul style="list-style-type: none"> <li>&gt; if a Knock-in Event has occurred and the Maturity Level of the Worst Performing Reference Asset is less than the Strike Level, then Physical Settlement will apply; and</li> <li>&gt; in all other circumstances, Cash Settlement will apply.</li> </ul>

### WHAT IS THE EXCHANGE PARCEL?

The Exchange Parcel is a number of Exchange Assets calculated according to the following formula, rounded up to the nearest whole number of Exchange Assets:

$$\text{Number of Exchange Assets} \\ = \text{MA} \div \text{ER} \div \text{EACP}$$

where:

MA means the Maturity Amount;  
ER means the Exchange Rate; and  
EACP means as determined by ANZ in its absolute discretion:

- > the price paid by ANZ to acquire the relevant Exchange Asset on or following the Maturity Date; or,
- > the Maturity Level of the Exchange Asset.

### WHAT IS THE EXCHANGE ASSET?

The Exchange Asset for the WOKI Series will be the Exchange Asset referable to the Worst Performing Reference Asset as specified in your Confirmation Letter. For example, where the Reference Asset is an index (which cannot be delivered as an Exchange Asset) the Confirmation Letter will specify an alternative Exchange Asset which is deliverable.

However, if ANZ determines, in its reasonable opinion, that it is or may not be possible for ANZ to deliver Exchange Assets to you, ANZ may replace the Exchange Assets with any other ordinary shares which form part of the S&P/ASX200 Index from time to time or any other asset agreed between ANZ and you.

### CAN MY WOKI NOTE BE DENOMINATED IN A CURRENCY OTHER THAN AUD?

Yes, your Note can be denominated in any currency which you agree with ANZ. You can also agree to have a Note denominated in one currency and the Exchange Asset denominated in another currency. For example you might have a Note denominated in USD with the Exchange Asset for that Note being shares listed on the ASX which trade in AUD.

In this case, ANZ will be required to convert the Maturity Amount into the currency of the Exchange Asset to determine the Exchange Parcel. The Exchange Rate will be the rate at which ANZ can convert the Maturity Amount into the currency of the Exchange Asset on or following the Maturity Date.

If the Note Currency is the same as the currency of the Exchange Asset then the Exchange Rate will be 1.00.

### CAN I REDEEM MY WOKI NOTE EARLY?

You can request to redeem your Note before the Maturity Date by giving an Early Termination Request in certain circumstances.

Please note that Break Costs may apply.

You should not invest in a Note unless you have the intention to hold your Note until maturity. You should be aware that the Early Termination Amount you receive (if any) may be less than your initial Note Amount.

See section 3.2(h) of Part A of this PDS and section 4 of Part B of this PDS for more information.

### CAN ANZ ADJUST THE TERMS OF MY WOKI NOTE OR TERMINATE A WOKI NOTE?

The Adjustment Events for this Series of Notes are as set out in clause 6.1 of the Note Terms in section 9 of Part B of this PDS.

If an Adjustment Event occurs, ANZ may change any of the variables of a Note. ANZ may also take any other action we consider necessary or desirable in our absolute discretion.

If ANZ determines that it would not be reasonable to make a variation as referred to above, ANZ may terminate all or part of the affected Note. ANZ may redeem your Note before the Maturity Date in certain circumstances including, for example, if an Adjustment Event or Default occurs.

Please note that Break Costs may apply.

See section 4 of Part B of this PDS for more information.

## 2.2 EXAMPLES

### EXAMPLE 1: AUD DENOMINATED NOTE WITH ASX QUOTED REFERENCE ASSETS AND EXCHANGE ASSETS

Assume that John invests \$500,000 in a WOKI Note linked to three Reference Assets as outlined below. The term of the Note is one year, the Note pays a Coupon Rate of 12% and the Coupon Payment Date is the Settlement Date for the Note. Other Note terms are as follows:

REFERENCE ASSET	EXCHANGE ASSET	INITIAL LEVEL	STRIKE LEVEL PERCENTAGE	STRIKE LEVEL	KNOCK-IN LEVEL PERCENTAGE	KNOCK-IN LEVEL
BCD Shares	BCD Shares	\$10.00	100%	\$10.00	70%	\$7.00
DCE Shares	DCE Shares	\$15.00	100%	\$15.00	70%	\$10.50
CEF Index	GHI Shares	2500	100%	2500	70%	1750

At maturity there are three possible scenarios as outlined below. Under each scenario John can either select Cash Settlement (to receive the Maturity Amount in cash) or Physical Settlement (to receive the Exchange Parcel). If John does not make a settlement election then Fallback Settlement will apply.

In all cases John will receive a Coupon of \$60,000 on the Settlement Date.

#### SCENARIO 1: NO KNOCK-IN EVENT OCCURS

Assume on the Maturity Date, the Maturity Level and the relevant Performance Percentage for each Reference Asset is as follows:

REFERENCE ASSET	INITIAL LEVEL	STRIKE LEVEL	MATURITY LEVEL	PERFORMANCE PERCENTAGE
BCD Shares	\$10.00	\$10.00	\$12.00	120%
DCE Shares	\$15.00	\$15.00	\$20.00	133%
CEF Index	2500	2500	2000	80%

The Performance Percentage is calculated as follows using BCD Shares as an example:

$$\begin{aligned}\text{Performance Percentage} &= \text{Maturity Level} \div \text{Initial Level (as a percentage)} \\ &= 12 \div 10 \\ &= 1.2 \\ &= 120\%\end{aligned}$$

Based on the above Performance Percentages, the CEF Index is classified as the Worst Performing Reference Asset. However, as no Knock-in Event has occurred, the Maturity Amount will be equal to the Note Amount of \$500,000.

#### CASH SETTLEMENT

If John has elected Cash Settlement, or Fallback Settlement applies, John will receive the Maturity Amount of \$500,000 on the Settlement Date.

### PHYSICAL SETTLEMENT

If John has elected Physical Settlement he will be delivered GHI Shares. The number of GHI Shares delivered is calculated as the Maturity Amount divided by the Exchange Rate (which in this case is 1.00) divided by the price paid by ANZ to acquire the GHI Shares on or following the Maturity Date. In this example assume the purchase price paid by ANZ to acquire GHI Shares is \$20.00 per share.

Number of GHI Shares

$$\begin{aligned} &= \text{Maturity Amount} \div \text{Exchange Rate} \div \text{GHI purchase price} \\ &= \$500,000 \div 1.00 \div \$20.00 \\ &= 25,000 \end{aligned}$$

In this example, John will receive 25,000 GHI Shares.

### SCENARIO 2: A KNOCK-IN EVENT OCCURS BUT MATURITY LEVEL OF THE WORST PERFORMING REFERENCE ASSET IS GREATER THAN OR EQUAL TO THE RELEVANT STRIKE LEVEL

Assume that “continuous” has been specified as the Relevant Time and that BCD Shares traded below the Knock-in Level of \$7.00 at some time on a Trading Day during the term of the Note, triggering a Knock-In Event. On the Maturity Date, the Maturity Level and the relevant Performance Percentage for each Reference Asset is as follows:

REFERENCE ASSET	INITIAL LEVEL	STRIKE LEVEL	MATURITY LEVEL	PERFORMANCE PERCENTAGE
BCD Shares	\$10.00	\$10.00	\$11.00	110%
DCE Shares	\$15.00	\$15.00	\$20.00	133%
CEF Index	2500	2500	2700	108%

Based on the above Performance Percentages, the CEF Index is classified as the Worst Performing Reference Asset. As a Knock-in Event has occurred but the Maturity Level of the CEF Index is above the Strike Level for the CEF Index, the Maturity Amount will be equal to the Note Amount of \$500,000.

### CASH SETTLEMENT

If John has elected Cash Settlement or Fallback Settlement applies, John will receive the Maturity Amount of \$500,000 on the Settlement Date.

### PHYSICAL SETTLEMENT

If John has elected Physical Settlement he will be delivered GHI Shares. The number of GHI Shares delivered is calculated as the Maturity Amount divided by the Exchange Rate (which in this case is 1.00) divided by the price paid by ANZ to acquire the GHI Shares on or following the Maturity Date. In this example assume the purchase price paid by ANZ to acquire GHI Shares is \$27.00 per share.

Number of GHI Shares

$$\begin{aligned} &= \text{Maturity Amount} \div \text{Exchange Rate} \div \text{GHI purchase price} \\ &= \$500,000 \div 1.00 \div \$27.00 \\ &= 18,519 \text{ (rounded up to the nearest whole number of shares)} \end{aligned}$$

In this example, John will receive 18,519 GHI Shares.

### SCENARIO 3: A KNOCK-IN EVENT OCCURS AND MATURITY LEVEL OF THE WORST PERFORMING REFERENCE ASSET IS LESS THAN THE RELEVANT STRIKE LEVEL

Assume that “daily closing” has been specified as the Relevant Time and BCD Shares had a Closing Level below the Knock-in Level of \$7.00 on a Trading Day during the term of the Note, triggering a Knock-In Event. On the Maturity Date, the Maturity Level and the relevant Performance Percentage for each Reference Asset is as follows:

REFERENCE ASSET	INITIAL LEVEL	STRIKE LEVEL	MATURITY LEVEL	PERFORMANCE PERCENTAGE
BCD Shares	\$10.00	\$10.00	\$7.50	75%
DCE Shares	\$15.00	\$15.00	\$17.00	113%
CEF Index	2500	2500	2000	80%

Based on the above Performance Percentages, BCD Shares are classified as the Worst Performing Reference Asset. Given that a Knock-in Event has occurred and the Maturity Level of BCD Shares is less than the Strike Level for BCD Shares, the Maturity Amount will be less than the original amount invested. The Maturity Amount is calculated as:

Maturity Amount

$$\begin{aligned} &= (\text{Maturity Level of Worst Performing Reference Asset} \div \text{Strike Level of the Worst Performing Reference Asset}) \times \text{Note Amount} \\ &= \$7.50 \div \$10.00 \times \$500,000 \\ &= \$375,000 \end{aligned}$$

#### CASH SETTLEMENT

If John has elected Cash Settlement, John will receive the Maturity Amount of \$375,000 on the Settlement Date.

#### PHYSICAL SETTLEMENT

If John has elected Physical Settlement or Fallback Settlement applies, he will be delivered BCD Shares. The number of BCD Shares delivered is calculated as the Maturity Amount divided by the Exchange Rate (which in this case is 1.00) divided by the Maturity Level or the price paid by ANZ to acquire the BCD Shares on or following the Maturity Date.

Number of BCD Shares

$$\begin{aligned} &= \text{Maturity Amount} \div \text{Exchange Rate} \div \text{Maturity Level of BCD Shares} \\ &= \$375,000 \div 1.00 \div \$7.50 \\ &= 50,000 \end{aligned}$$

In this example, John will receive 50,000 BCD Shares.

## EXAMPLE 2: USD DENOMINATED NOTE WITH ASX LISTED REFERENCE ASSETS AND EXCHANGE ASSETS

Assume that Jane invests USD500,000 in a WOKI Note linked to three Reference Assets as outlined below. The term of the Note is one year, the Note pays a Coupon Rate of 6% and the Coupon Payment Date is the Settlement Date for the Note. Other Note terms are as follows:

REFERENCE ASSET	EXCHANGE ASSET	REFERENCE ASSET / EXCHANGE ASSET DENOMINATION	INITIAL LEVEL	STRIKE LEVEL PERCENTAGE	STRIKE LEVEL	KNOCK-IN LEVEL PERCENTAGE	KNOCK-IN LEVEL
BCD Shares	BCD Shares	AUD	AUD10.00	100%	AUD10.00	70%	AUD7.00
DCE Shares	DCE Shares	AUD	AUD15.00	100%	AUD15.00	70%	AUD10.50
CEF Shares	CEF Shares	AUD	AUD25.00	100%	AUD25.00	70%	AUD17.50

At maturity there are three possible scenarios as outlined below. Under each scenario Jane can either select Cash Settlement (to receive the Maturity Amount in cash) or Physical Settlement (to receive the Exchange Parcel). If Jane does not make a Settlement Election then Fallback Settlement will apply.

In all cases Jane will receive a Coupon of USD30,000 on the Settlement Date.

### SCENARIO 1: NO KNOCK-IN EVENT OCCURS

#### CASH SETTLEMENT

If Jane has elected Cash Settlement or Fallback Settlement applies, Jane will receive the Maturity Amount of USD500,000 on the Settlement Date.

#### PHYSICAL SETTLEMENT

If Jane has elected Physical Settlement she will be delivered the Worst Performing Reference Asset. Assume that CEF Shares are classified as the Worst Performing Reference Asset and ANZ can purchase CEF Shares to deliver to Jane at AUD20.00. The number of CEF Shares delivered is calculated as the Maturity Amount divided by the Exchange Rate (assume 1:1.05) divided by the Maturity Level or the price paid by ANZ to acquire the CEF Shares on or following the Maturity Date.

Number of CEF Shares

$$\begin{aligned}
 &= \text{Maturity Amount} \div \text{Exchange Rate} \div \text{CEF purchase price} \\
 &= \text{USD500,000} \div 1.05 \div \text{AUD20.00} \\
 &= 23,810 \text{ (rounded up to the nearest whole number of shares)}
 \end{aligned}$$

### SCENARIO 2: A KNOCK-IN EVENT OCCURS BUT MATURITY LEVEL OF THE WORST PERFORMING REFERENCE ASSET IS GREATER THAN OR EQUAL TO THE RELEVANT STRIKE LEVEL

Assume again that CEF Shares are classified as the Worst Performing Reference Asset and ANZ can purchase CEF Shares to deliver to Jane at AUD20.00. On this basis, the Cash Settlement and Physical Settlement examples above in Scenario 1 of this Example 2 will apply.

### SCENARIO 3: A KNOCK-IN EVENT OCCURS AND MATURITY LEVEL OF THE WORST PERFORMING REFERENCE ASSET IS LESS THAN THE RELEVANT STRIKE LEVEL

Assume that “periodic” has been specified as the Relevant Time and BCD Shares had a Closing Level below the Knock-in Level of AUD7.00 on a Trading Day specified in the Confirmation Letter during the term of the Note, triggering a Knock-In Event. On the Maturity Date, the Maturity Level and the relevant Performance Percentage for each Reference Asset is as follows:

REFERENCE ASSET	INITIAL LEVEL	STRIKE LEVEL	MATURITY LEVEL	PERFORMANCE PERCENTAGE
BCD Shares	AUD10.00	AUD 10.00	AUD 7.50	75%
DCE Shares	AUD 15.00	AUD 15.00	AUD 17.00	113%
CEF Shares	AUD 25.00	AUD 25.00	AUD 20.00	80%

Based on the above Performance Percentages, BCD Shares are classified as the Worst Performing Reference Asset. Given that a Knock-in Event has occurred and the Maturity Level of BCD Shares is less than the Strike Level for BCD Shares, the Maturity Amount will be less than the original amount invested. The Maturity Amount is calculated as:

Maturity Amount

$$\begin{aligned} &= (\text{Maturity Level of Worst Performing Reference Asset} \div \text{Strike Level of the Worst Performing Reference Asset}) \times \text{Note Amount} \\ &= \text{AUD7.50} \div \text{AUD10.00} \times \text{USD500,000} \\ &= \text{USD375,000} \end{aligned}$$

#### CASH SETTLEMENT

If Jane has elected Cash Settlement, Jane will receive the Maturity Amount of USD375,000 on the Settlement Date.

#### PHYSICAL SETTLEMENT

If Jane has elected Physical Settlement or Fallback Settlement applies, she will be delivered BCD Shares. The number of BCD Shares delivered is calculated as the Maturity Amount divided by the Exchange Rate divided by the Maturity Level or the price paid by ANZ to acquire the BCD Shares on or following the Maturity Date.

Number of BCD Shares

$$\begin{aligned} &= \text{Maturity Amount} \div \text{Exchange Rate} \div \text{Maturity Level of BCD Shares} \\ &= \text{USD375,000} \div 1.05 \div \text{AUD7.50} \\ &= 47,620 \text{ (rounded up to the nearest whole number of shares)} \end{aligned}$$

Please note that the above examples all assume that the Strike Levels are equal to the Initial Levels but this may not always be the case. The Strike Levels will be set out in your Confirmation.



## 3. BENEFITS & RISKS

### 3.1 BENEFITS

The significant benefits of the WOKI Series of Notes include

- > **Enhanced yield** – a Note has the potential to pay one or more Coupons that may provide a higher investment return than might be available in traditional deposit-type products.
- > **Flexibility** – you can tailor a Note to your own investment views by selecting the Series that you enter into, the Reference Assets, Exchange Assets, Maturity Date and other terms specific to a Series such as the Strike Level and Knock-in Level as applicable.

### 3.2 RISKS

You should familiarise yourself with the risk factors in section 3 of Part B of this PDS before investing in a Note. In addition to those risk factors, the following are risk factors you should understand in relation to the WOKI Series of Notes:

- (a) **No capital protection:** The WOKI Series of Notes is not capital protected and you may receive a Maturity Amount or Exchange Parcel (as the case may be) which has a value significantly less than the Note Amount which you initially invested.

If a Knock-in Event occurs, and the price or value of the Worst Performing Reference Asset declines to zero as at the Maturity Date, then you will not receive any Maturity Amount or Exchange Parcel.

- (b) **Knock-in Event:** The occurrence of a Knock-in Event will place your initial Note Amount invested at risk. You should understand and be comfortable with the Knock-in Level for your Note and the Relevant Time you have chosen (ie daily

closing, continuous, maturity or periodic). If “continuous” is specified as your Relevant Time, an intra-day move of the price or level of a Reference Asset to a price or level equal to or below the Knock-in Level will trigger a Knock-in Event. A Knock-in Event could be caused by any movement in the price or level of a Reference Asset including, for example, a drop in the price of a Reference Asset caused by the Reference Asset going ex-dividend on the declaration of a dividend.

- (c) **Knock-in Event and Strike Level:** You should understand the relationship between the Initial Level, the Knock-in Level and the Strike Level before investing in the WOKI Series of Notes. You should understand:

- > that the closer the Knock-out Level is to the Initial Level then the less that any Reference Asset has to drop in price or level before triggering a Knock-in Event which will put your initial investment at risk; and
- > that the greater the difference between the Knock-in Level Percentage and the Strike Level Percentage, once a Knock-In Event has occurred, the further the Reference Asset that triggered the Knock-in Event has to recover to be above its Strike Level. However, you should also note that an asset which triggers a Knock-in Event may not be the Worst Performing Reference Asset on maturity. Any subsequent recovery of the Reference Asset having triggered the Knock-in Event will be irrelevant if another Reference Asset in the basket has experienced negative performance on the Maturity Date.

- (d) **Worst Performing Reference Asset:** If a Knock-in Event occurs, the value of your Maturity Amount or Exchange Parcel (as the case may be) will be dependent upon the performance of the Worst Performing Reference Asset over the term of the Note.

You are therefore subject to the risk that some of the Reference Assets for a Note perform well and have Maturity Levels greater than or equal to their relevant Strike Levels or otherwise neutral in performance, but the Worst Performing Reference Asset has a Maturity Level of less than the relevant Strike Level (and potentially significantly less than the Strike Level or even zero).

If a Knock-in Event occurs and the Worst Performing Reference Asset has a Maturity Level that is less than its Strike Level then your Maturity Amount will be less than the Note Amount which you initially invested.

You should also note that an asset which triggers a Knock-in Event may not be the Worst Performing Reference Asset on maturity. Any subsequent recovery of the Reference Asset having triggered the Knock-in Event will be irrelevant if another Reference Asset in the basket has experienced negative performance on the Maturity Date.

- (e) **Correlation:** You should also note the correlation risk factor in section 3.2(b) of Part B of this PDS. If you are of the view that a basket has a historically high correlation you should note that historical correlation is no indicator of future correlation. Events may occur which mean the individual assets in the basket no longer have a high degree of correlation to the other Reference Assets.

You should also be aware that if any of the Reference Assets to which your WOKI Notes are linked have a low or negative correlation to each other then there will be a higher chance of one of the Reference Assets triggering a Knock-in Event and your Maturity Amount being less than the Note Amount which you

initially invested. Before investing you should be aware of and comfortable with the number of Reference Assets and the correlation between each of the Reference Assets to which your WOKI Notes are linked.

- (f) **Physical Settlement:** Where Physical Settlement applies, you will be exposed from the Maturity Date onwards to the issuer of the Exchange Parcel and the risks associated with the Exchange Parcel including any foreign exchange risks associated with the denomination of the Exchange Parcel. You should not assume that you will be able to sell the Exchange Parcel you received for a specific price after the maturity of the Notes, and in particular not for the initial Note Amount you paid for the Notes. Under certain circumstances the Exchange Parcel may only have a very low value or may, in fact, be worthless. You may also be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of certain Exchange Assets.
- (g) **Reference Asset:** You should note that you will be exposed to the risks associated with the type of Reference Asset you chose and the performance of the Reference Asset you chose. Please see section 3.1 of Part B of this PDS for further information.
- (h) **Consequences of early termination:** As discussed in section 4 of Part B of this PDS, if ANZ accepts an Early Termination Request or the Note is otherwise terminated early, there is a risk you will receive an Early Termination Amount which is less than the initial Note Amount that you invested. The Early Termination Amount which you receive will be affected by certain factors.

In relation to the WOKI Series of Notes, the impact of various key factors on the Early Termination Amount for a Note will be as outlined below.

<b>FACTOR</b>	<b>DIRECTION</b>	<b>IMPACT ON EARLY TERMINATION AMOUNT</b>
Value of the Reference Asset(s)	Increase	Positive
Volatility of the Reference Asset(s)	Increase	Negative
Time to the Maturity Date	Decrease	Positive
Forecast Dividends of the Reference Asset(s)	Increase	Negative
Prevailing interest rate of the Note Currency	Increase	Negative
Correlation between Reference Asset(s)	Increase	Positive
Break Costs	Increase	Negative

The impact of each of the above factors as set out in the table above assumes all other factors remain constant. In practice the effect of each individual factor on the Early Termination Amount will vary each time a calculation is performed, and some factors will have a greater influence on the calculation of the Early Termination Amount than others. There also may be factors other than those outlined above which may have an influence on the Early Termination

Amount. It is very unlikely that any one single factor will solely influence the Early Termination Amount and it is impossible to predict which factors may have the most significant impact on the calculation of an Early Termination Amount at the time of early termination.

You are reminded that you should not invest in a Note unless you have the intention to hold the Notes until maturity.

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# ANZ ARGON FACILITY

PRODUCT DISCLOSURE STATEMENT - PART B

## IMPORTANT INFORMATION

### THIS PDS

This is Part B of a two-part product disclosure statement (“PDS”) for the ANZ Argon Facility issued by Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian financial services licence number 234 527. The date of this PDS is the date specified in Part A of this PDS.

You should read the entire PDS (that is, Part A and Part B of the PDS) before making any investment decision in respect of the ANZ Argon Facility. All references to this PDS are to the entire PDS, unless Part A or Part B is specified.

For each Series of Notes issued under the ANZ Argon Facility, Part A provides specific information about that particular Series and Part B provides general information that applies to all Series of the ANZ Argon Facility.

References to “ANZ”, “us”, “our” or “we” throughout this PDS are references to Australia and New Zealand Banking Group Limited. References to “you” or “your” throughout this PDS means the person receiving this PDS and, where relevant, the person acquiring a Note.

Our obligations in relation to a Note are not deposit liabilities of ours, and they are not guaranteed by any other party. They are unsecured contractual obligations which will rank equally with our other unsecured contractual obligations and with our unsecured debt (other than liabilities mandatorily preferred by law). In this regard, section 13A(3) of the Banking Act 1959 (Cth) provides that in the event we become unable to meet our obligations, our assets in Australia shall be available to meet certain liabilities in priority to all of our other liabilities, including our obligations in relation to the Notes. Such preferred liabilities include, without limitation, certain debts and costs owed to the Australian Prudential Regulation Authority, liabilities in relation to protected accounts and any debts or liabilities owed to the Reserve Bank of Australia.

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# 1. INVESTMENT OVERVIEW

## 1.1 OVERVIEW OF NOTES

Each Note is a security issued by us. Our obligations in respect of the Notes are direct unsecured obligations and do not constitute deposit liabilities. The Notes provide derivative exposure to Reference Assets, which may be shares, indices, commodities, currencies or other underlying assets.

The returns (and associated risks) provided by the Notes can be tailored by reference to the particular style of Note described in Part A, as well as by choosing (subject to our discretion) the different types of Reference Assets which relate to your Note. This means that a diverse range of different Notes can be made available. The type of Note you choose to invest in will affect the overall risk and return of your investment so you should carefully consider the Quote Sheet for the Series of Notes in which you want to invest.

The terms of issue of the Notes are set out in section 9 and the Glossary in section 10 of Part B of this PDS.

Broadly speaking, when you invest in a Note, you pay the purchase price of that Note to us upfront (your initial Note Amount). In return, you will receive the Maturity Amount (in cash or by way of delivery of the Exchange Parcel). Depending on the style of Note you have chosen to invest in, you may also receive Coupons.

## 1.2 REFERENCE ASSET

Each Note will relate to one or more Reference Assets. The amount of your Coupon(s) (if any) and/or your Maturity Amount may be affected by the performance of the Reference Asset(s) for your Note.

See Part A of this PDS for more information on the potential impact of the performance of the Reference Asset(s) on the return you receive from your Note.

## 1.3 COUPON

ANZ will pay to you the Coupon referable to your Note on each Coupon Payment Date (unless the Coupon for a particular Coupon Payment Date is equal to zero). Coupons are calculated in accordance with the methodology set out in Part A of this PDS.

## 1.4 MATURITY

At the Maturity Date of your Note, the Maturity Amount will be calculated in accordance with the methodology set out in Part A of this PDS.

You may elect in your Transaction Request whether you require Cash Settlement, Physical Settlement or Fallback Settlement to apply on the maturity of your Note. If you do not make any election, or certain other circumstances apply, then Fallback Settlement will apply.

You may, any time up until 5pm on the Business Day prior to the Maturity Date for a Note, deliver to ANZ a Settlement Notice electing for Cash Settlement, Physical Settlement or Fallback Settlement to apply on redemption of your Note. Any election in a Settlement Notice may differ from that in your Transaction Request or any prior Settlement Notice.

(a) Cash Settlement

If you have elected for Cash Settlement, then at maturity ANZ must redeem your Note by paying the Maturity Amount to you on or before the Settlement Date. As noted above, the Maturity Amount will be calculated in accordance with the methodology set out in Part A of this PDS.

(b) Physical Settlement

If you have elected for Physical Settlement, then at maturity ANZ will redeem your Note by transferring the Exchange Parcel to you on or before the Settlement Date or as soon as possible thereafter.

The Exchange Parcel is a number of Exchange Assets whose value after conversion at the applicable Exchange Rate is approximately equal to the Maturity Amount, rounded up to the nearest whole number.

The Exchange Asset for a Note will be as specified in your Confirmation Letter. However, if ANZ determines, in its reasonable opinion, that it is or may not be possible for ANZ to deliver Exchange Assets to you, ANZ may replace the Exchange Assets with any other ordinary shares which form part of the S&P/ASX200 Index from time to time or any other asset agreed between ANZ and you.

(c) Fallback Settlement

If you do not elect for Cash Settlement or Physical Settlement, then Fallback Settlement will apply. Fallback Settlement will operate as set out in Part A of this PDS.

## 2. SIGNIFICANT BENEFITS AND WHO MIGHT CONSIDER INVESTING IN THE ANZ ARGON FACILITY

The significant benefits of the ANZ Argon Facility include

- > **Enhanced yield** – a Note has the potential to pay one or more Coupons that may provide a higher investment return than might be available in a traditional interest bearing investment such as a deposit account.
- > **Flexibility** – you can tailor a Note to your own investment views by selecting the Series that you enter into, the Reference Asset/s, Exchange Asset/s, Maturity Date and other terms specific to a Series such as the Strike Level and Knock-in Level as applicable.

You might consider investing in the ANZ Argon Facility if:

- > You are comfortable with the risk of losing some or all of your Note Amount in return for the possibility of earning a yield that is superior to a traditional interest bearing investment such as a deposit account.
- > You understand the effect of any loss of some or all of the principal amount on your portfolio of investments.

- > You hold the view that the Reference Asset will meet the criteria necessary (as outlined in Part A) for you to receive the Coupon and understand that there is a risk that it may not perform in that manner.
- > You have experience investing in products which have structured or derivative pay-off profiles.
- > You intend to hold the investment until maturity and understand that an investment in Notes is a term investment and that you do not have a right to redeem the note early. In the event that ANZ accepts a request for early termination, the amount payable may be less than your original investment amount.

## 3. SIGNIFICANT RISKS

Prior to acquiring a Note, you should carefully consider the following significant risk factors as well as the other information contained in this PDS and consider whether a Note is suitable for you, given your individual objectives and circumstances. We recommend that you obtain independent advice on the suitability of Notes for you.

The following are some of the key risks of acquiring a Note:

### 3.1 MARKET RISK

#### (a) General

Markets can be volatile and are subject to a host of factors, including economic conditions, government regulations, legislation, market sentiment, local and international political events and environmental and technological issues.

Market risk is the risk that the value of your Note will change as a result of a movement in the price or value of the Reference Asset(s). In particular, if the Reference Asset performs adversely (as outlined in Part A for each Series), the value of your Note could fall to zero and you may not receive back any of your initial Note Amount.

Therefore the performance of the Note may be subject to risks similar to those of an investment in the Reference Asset to the extent that adverse movements in the price of those Reference Assets will affect your return on a Note, as outlined in Part A for each Series. An investment in a Note therefore entails risks which are beyond those associated with a traditional interest bearing investment like a deposit account.

Some risks specific to particular classes of Reference Assets are set out below:

#### (b) Quoted Financial Products or indices calculated by reference to Quoted Financial Products

The following is a list of some of the significant risks associated with Reference Assets that are Quoted Financial Products, or indices that are calculated by reference to Quoted Financial Products:

- > Levels of the Reference Asset will be influenced by political, economic, financial, market and other factors. It is impossible to predict what effect these factors will have on the levels of the Reference Asset and thus the return on the Note.
- > Markets are subject to temporary distortions, extreme price variations and other disruptions due to, among other things, conditions of illiquidity in the markets, the participation of speculators, government regulation and intervention.
- > Levels of the Reference Asset are subject to volatile price movements over short periods of time and are affected by numerous factors, including, among other things, the structure of and confidence in the global monetary system, expectations of the future rate of inflation, the relative strength of the relevant currencies, interest rates and borrowing and lending rates relating to such commodity, global and regional economic, global industrial demand, financial, political, regulatory, judicial and other events, war (or the cessation thereof), development of substitute products, terrorism, weather, epidemics, supply, price levels, global energy levels, production levels and production costs, delivery costs and lending, sales and purchases by central banks and other governmental and international institutions. Such political, economic and other developments that affect the Reference Asset may also affect the value of the Note.

(c) Commodities

Trading in commodities is speculative and commodity prices may be extremely volatile. Commodity prices are affected by a variety of factors that are unpredictable including, for example, changes in supply and demand relationships, weather patterns and extreme weather conditions, governmental programmes and policies, national and international political, military, terrorist and economic events, fiscal, monetary and exchange control programmes and changes in interest and exchange rates. Commodities markets are subject to temporary distortions or other disruptions due to various factors, including lack of liquidity, the participation of speculators and government regulation and intervention. These circumstances could also adversely affect prices of the relevant commodity. Therefore, commodity prices may be more volatile than other asset classes, making investments in commodities potentially riskier than other investments.

Where the Reference Asset is a commodity futures contracts this may provide a different return than Notes linked to the relevant physical commodity. The price of a futures contract on a commodity will generally be at a premium or at a discount to the spot price of the underlying commodity. This discrepancy is due to such factors as (i) the need to adjust the spot price due to related expenses (e.g., warehousing, transport and insurance costs) and (ii) different methods being used to evaluate general factors affecting the spot and the futures markets. In addition, and depending on the commodity, there can be significant differences in the liquidity of the spot and the futures markets. Accordingly, Notes where the relevant Reference Assets are commodity futures contracts may provide a different return than Notes where the Reference Assets are the relevant physical commodity.

(d) ETF risks

Where the Reference Asset is an Exchange Traded Fund or "ETF" the nature of the Reference Asset gives rise to specific risks which are not associated with the underlying index or reference indicator that the ETF seeks to track. These include:

- > Tracking Error: There is a risk that the ETF will not absolutely track the performance of the underlying index reference indicator which they seek to replicate. The performance of your Note will in all cases be linked to the ETF.
- > Early Closure: An ETF may terminate or other Adjustment Events may occur in respect of an ETF prior to the Maturity Date which do not occur in relation to the underlying index or reference indicator. See section 4 of Part B of this PDS for further information on the consequences of an Adjustment Event in respect of your Note.

(e) Depository Receipt Risk

Where the Reference Asset is a "depository receipt" (such as an American Depository Receipts ("ADR") or Global Depository Receipts ("GDR") or other quoted certificates tied to treasury stock of an issuer (together, "Depository Receipts")), due to the potentially differing rights as between a Depository Receipt holder and a holder of the underlying stock (including dividend rights) a Depository Receipt may perform differently to the underlying stock, which may have an effect on the value of Notes referencing such Depository Receipts.

### 3.2 BASKET RISK

Where a Note is linked to more than one Reference Asset (a “basket”) you are exposed risks beyond the risk associated with a single Reference Asset.

(a) Exposure to the Worst Performing Reference Asset

Where your Maturity Amount and/or any Coupon is calculated by reference to the Worst Performing Reference Asset, you will be exposed to the performance of the Worst Performing Reference Asset regardless of the performance of the other Reference Assets in the basket. The positive performance of all but one Reference Asset in a basket will be ignored if a single Reference Asset in the basket experiences negative performance.

(b) Basket Correlation

The Reference Assets in a basket may have a high or low degree of correlation. Correlation is the historical tendency of the Reference Assets in a basket to perform in a similar manner. You should note that historic rates of correlation are no indicator of future correlation. Events could occur which mean Reference Assets cease to behave in the same manner (in case of a basket with a high historic correlation) or all react in the same manner (in the case of a basket with low historic correlation). You should understand the correlation of the Reference Assets in the basket and the effect that might have on a value of the Note.

### 3.3 ADJUSTMENT EVENT AND DEFAULT RISKS

If a Note is terminated early by us due to the occurrence of an Adjustment Event or a Default, we will calculate and pay to you an Early Termination Amount, which may be significantly less than your initial Note Amount. You will not have an entitlement to any future Coupons you might have otherwise expected to receive over the term of your investment in a Note.

You should note that a Note can be terminated due to the occurrence of events totally outside of your control, including without limitation events relating to the Reference Assets, as set out in the definition of “Adjustment Event”. Your Note may also be terminated if a Default occurs, including (among other things) if you do not comply with your obligations under the Note Terms. Please refer to section 4 of Part B of this PDS and in particular sections 4.1 and 4.3, for more information.

### 3.4 EARLY TERMINATION RISKS

We reserve the right to accept or reject any Early Termination Request at our sole discretion. If you seek to terminate your Note early, whether in whole or in part, before the Maturity Date there is a risk that you will be unable to do so, or if you do so, that the Early Termination Amount we calculate and pay to you is less than your initial Note Amount. You will not have an entitlement to any future Coupons you might have otherwise expected to receive over the term of your investment in a Note.

You should note that the Early Termination Amount will be affected by factors including volatility, time to maturity, interest rates and our hedging costs (if any) as at the Early Termination Date. When calculating an Early Termination Amount, we will deduct any losses or costs incurred by us for unwinding our hedge arrangements prior to maturity. It is possible that the Early Termination Amount may be significantly less than your initial Note Amount. Please refer to section 4 of Part B of this PDS for more information.

You should also consider the tax consequences of early termination.

You should not invest in the Notes if you do not intend to hold them until the Maturity Date.



### 3.5 EARLY REDEMPTION EVENT RISKS

You should have the intention to hold your Notes until maturity. However, for some Series of Notes, certain Early Redemption Events may apply (which may not be within your control). If your Note is terminated as a result of an Early Redemption Event, we will calculate and pay to you an Early Redemption Amount, which may be significantly less than your initial Note Amount. You will not have an entitlement to any future Coupons you might have otherwise expected to receive over the term of your investment in a Note.

It is important to note that the amount payable on an Early Redemption Event may not necessarily precisely track the performance of the relevant Reference Assets and may be affected by additional factors including volatility, time to maturity, interest rates and our hedging costs (if any) as at the time the Early Redemption Event.

### 3.6 INFLATION RISK

There is a risk that, even if the Maturity Amount is equal to the Note Amount, a Note at maturity will not have the same real value as it did on the Issue Date due to the likely effect of inflation and the time value of money over the term of the Note.

For example, if you assume a 3% per annum potential earning rate, \$100 invested today will be worth \$103 in one year (\$100 multiplied by (1+3%)) or \$100 received in one year is only worth \$97.09 today (\$100 divided by (1+3%)).

When assessing the potential return on a Note you should take into account inflation and the time value of money.

### 3.7 CREDIT RISK

You are reliant on ANZ meeting its obligations to you under each Note, such as the payment of Coupons and the Maturity Amount or the delivery of the Exchange Parcel. This reliance is an exposure known as credit risk or counterparty risk.

The proceeds from the issue of Notes are not segregated by ANZ to satisfy its obligations under a Note and therefore such obligations are unsecured obligations of ANZ and will rank equally with other unsecured obligations of ANZ. Unsecured obligations of ANZ rank behind obligations that are mandatorily preferred by law, including the rights of deposit holders, and are subject to insolvency, banking and other similar laws affecting creditors' rights.

For further information on ANZ, see section 8.2 of Part B of this PDS.

### 3.8 MARKET DISRUPTION

We may determine that a Calculation Date or Settlement Date is a Disrupted Day. This may impact on the price or value of the Reference Assets and may adversely affect the return on your Note. You do not have the power to direct us concerning the exercise of any discretion.

### 3.9 LIQUIDITY RISK

You should have the intention to hold your Notes until maturity. Your ability to terminate a Note early is limited (see section 4.2 of Part B of this PDS for more information). It is also important to note that whilst Notes are transferable with our consent, there is unlikely to be an active secondary market for Notes.

### 3.10 YOU MAY RECEIVE PHYSICAL DELIVERY OF THE EXCHANGE PARCEL IN LIEU OF PAYMENT OF CASH AMOUNTS

Where Physical Settlement applies at maturity, from the Maturity Date you will be exposed to the issuer of the Exchange Parcel and the risks associated with the Exchange Parcel including any foreign exchange risks associated with the currency of the Exchange Parcel. You should not assume that you will be able to sell the Exchange Parcel you received for a specific price after the maturity of the Notes, and in particular not for the initial Note Amount you paid for the Notes. Under certain circumstances the Exchange Parcel may only have a very

low value or may, in fact, be worthless. You may also be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of such Exchange Assets.

### 3.11 EXERCISE OF OUR DISCRETION

We have a number of discretions which could affect the value of your Note. These include powers to:

- > amend the Note Terms and/or adjust the terms of any Note, including following an Adjustment Event (which may include replacing a Reference Asset in certain circumstances);
- > determine the occurrence of an Early Redemption Event or other events leading to termination of your Note; and
- > determine the occurrence of a Disrupted Day.

You do not have the power to direct us concerning the exercise of any discretion.

### 3.12 OPERATIONAL RISK

Operational risk arises out of the failure or inadequacy of systems, internal processes and people. It can also arise out of external events such as acts of terrorism or natural disasters.

You are reliant on ANZ meeting its obligations to you under each Note, such as the payment of Coupons and the Maturity Amount or the delivery of the Exchange Parcel. ANZ, in turn, is reliant on its internal operating processes, including communications and computer networks. During the term of a Note, it is ANZ's responsibility to manage these risks. Your Note may be adversely affected if ANZ's operating processes, systems or people for managing these procedures are disrupted, inadequate or fail.

For example, if on a Coupon Payment Date, ANZ cannot access its systems, payment may be delayed.

### 3.13 EMERGING MARKETS RISK

Some Notes may relate to Reference Assets which are Quoted Financial Products or indices from or related to emerging markets. Generally, investments related to emerging markets are subject to a greater risk of loss than investments related to developed markets.

### 3.14 NO INVESTIGATION

ANZ has not and will not investigate or review the Reference Assets (or, in the case of a Reference Asset that is an index, the underlying instruments making up that index) for the purposes of forming a view as to the merits of a Note linked to the Reference Assets and whether any Note is suitable for any particular investor. ANZ makes no guarantee and gives no express or implied warranty in respect of the selection of the Reference Assets nor is any assurance or guarantee given as to the performance of the Reference Assets.

### 3.15 LEGAL REGULATORY RISKS

Legal and regulatory changes could occur during the term of a Note, which may adversely affect a Note.

### 3.16 TAX RISKS

An investment in a Note will give rise to taxation implications. Investors should refer to the taxation section in section 6 of Part B of the PDS, taking into account the scope and exclusions from the opinion. The tax section does not address all potential tax implications of investing in a Note for all investors. Investors should seek their own taxation advice taking into account their own facts and circumstances.

The taxation implications of investing in a Note may change during the term of the investment due to any future changes in taxation law or to changes in the interpretations and practices of the Australian Taxation Office and other revenue authorities. Tax changes may impact on the value of and or the return on your investment in a Note (after tax).

If and where necessary, further comments on tax issues may be included in Part A of this PDS for a relevant Series.

### **3.17 OPPORTUNITY COST**

You should only acquire a Note if you intend to hold the Note until the Maturity Date. By holding the Note until the Maturity Date, you will be precluded from using the money you used to acquire the Note to pursue other investment opportunities. This is known as 'opportunity cost'.

### **3.18 CONFLICTS OF INTEREST**

ANZ is a large commercial bank which deals with many people and entities. ANZ and its related bodies corporate may enter into transactions and arrangements with various counterparties that may be in conflict with or inconsistent with your interests under Notes and ANZ does not need to and will not consider the impact on your Note in entering into such other transactions or arrangements.

### **3.19 HEDGING ACTIVITIES**

Despite any communication that you may have had with ANZ in respect of the manner in which ANZ may establish, maintain, adjust or unwind its hedge positions with respect to any Notes, (i) ANZ may in its absolute discretion determine when, how or in what manner it may establish, maintain or adjust or unwind its hedge positions; (ii) ANZ may, but is not obliged to, hedge the Notes dynamically by holding a corresponding position in a Reference Asset or any other securities, derivatives or otherwise and may hedge the Note individually or on a portfolio basis; and (iii) any hedge positions are the proprietary trading positions of ANZ and are not held on your behalf or as your agent.

### **3.20 SERIES-SPECIFIC RISKS**

Risks specific to each Series of Notes are set out in the relevant Part A of this PDS.

### **3.21 OTHER RISKS**

The significant risks listed above are not exhaustive. There may be other risks that are relevant to you when acquiring a Note.

You should also be sure that a Note is suitable for you before acquiring a Note. We recommend that you obtain independent professional advice on the suitability of Notes to you before entering into a Note.

## 4. ADJUSTMENT EVENTS AND EARLY TERMINATION

### 4.1 ADJUSTMENT EVENTS

If an Adjustment Event occurs, we may vary, adjust, amend, reset, reverse or otherwise change any of the variables of a Note, including without limitation the Maturity Date, Coupon Payment Date (or other date for payment of any amount), any Strike Level or Knock-in Level, the Coupon, settlement method, Reference Asset or Exchange Asset. ANZ may also take any other action we consider necessary or desirable in our absolute discretion.

If ANZ determines that it would not be reasonable to make a variation as referred to above, ANZ may terminate all or part of the affected Note. See section 4.4 below for more information on the consequences of early termination.

There are a wide variety of Adjustment Events set out in clause 6.1 of the Note Terms in section 9 of Part B of this PDS. Generally, Adjustment Events are events that change the nature or value of a Reference Asset or Exchange Asset, or that affect ANZ's ability to continue to maintain the issue of a Note to you or to perform its obligations in respect of a Note. However, you should review the full list of Adjustment Events in clause 6.1 of the Note Terms in section 9 of Part B of this PDS to ensure you are comfortable with the various potential Adjustment Events before investing in a Note.

See clause 6 of the Note Terms in section 9 of Part B of this PDS for more information on Adjustment Events.

### 4.2 CAN I REDEEM A NOTE BEFORE THE MATURITY DATE?

At any time prior to the Maturity Date you may give us an Early Termination Request, requesting us to redeem a Note before the Maturity Date. An Early Termination Request must meet certain requirements as set out in clause 9.1(a) of the Note Terms in section 9 of Part B of this PDS. Once given an Early Termination Request is irrevocable.

We are under no obligation to agree to your Early Termination Request. We will notify you within 2 Business Days of receipt of the Early Termination Request whether we will accept the Early Termination Request.

You should not invest in a Note unless you have the intention to hold your Note until maturity. You should be aware that the Early Termination Amount you receive (if any) may be less than your initial Note Amount.

### 4.3 EARLY TERMINATION BY ANZ

ANZ may terminate a Note before its Maturity date in a number of circumstances, including if an Adjustment Event occurs (see section 4.1 above) or if a Default occurs. See clause 10.1 in the Note Terms in section 9 of Part B of this PDS for a list of Default events.

### 4.4 CONSEQUENCES OF EARLY TERMINATION

If we agree to an Early Termination Request in respect of a Note, or a Note is terminated for any other reason (for example, because of an Adjustment Event or Default), we will pay to you the Early Termination Amount (if any) on or before the Early Termination Payment Date.

The Early Termination Amount is the amount (if any) which we calculate is payable to you by us in respect of that Note, being the net economic value of the Note as at the Early Termination Date, as calculated by us (acting reasonably), less any Break Costs. See section 5.4 of Part B of this PDS for more information on Break Costs.

When calculating the Early Termination Amount, we will take into account factors that are relevant to the valuation of the Note. Some of the factors may include:

- a) the value of the Reference Asset(s);
- b) the volatility of the Reference Assets(s);
- c) the time to the Maturity Date of the Note;
- d) the forecast dividends or distributions of the Reference Assets(s);
- e) prevailing interest rates for the Note Currency and the denomination of the Reference Asset(s);
- f) the correlation between Reference Asset(s), if any;
- g) the correlation between the Reference Asset and the currency pair making up the Exchange Rate, if any; and/or
- h) the volatility of the currency pair making up the Exchange Rate, if any.

Not all of the above factors will be relevant for calculating the Early Termination Amount for a Note.

Part A of this PDS contains a table showing the impact of the above factors on the calculation of an Early Termination Amount for a Note.

#### **4.5 EARLY REDEMPTION EVENT**

If Part A of this PDS specifies that one or more Early Redemption Events apply to a particular Note, then if an Early Redemption Event occurs ANZ will pay to you the Early Redemption Amount (calculated as set out in Part A of this PDS) on the Early Redemption Payment Date.

## 5. FEES

### 5.1 NOTE AMOUNT

You must pay the Note Amount in cleared funds on or prior to the Issue Date in order for ANZ to issue a Note to you.

### 5.2 ESTABLISHMENT FEE

If an Establishment Fee is specified in your Confirmation Letter, then you must pay the Establishment Fee on or prior to the Issue Date in order for ANZ to issue a Note to you.

### 5.3 COMMISSIONS

Where permitted by law, ANZ may pay a commission of up to 2% of the Note Amount to your financial adviser. Any such commission is an amount paid directly by ANZ to the financial adviser and does not represent a cost payable by you.

For example, if you invest \$100,000 in a Note, and ANZ pays a commission of 2% to your financial adviser, your financial adviser will receive a commission of:

$$2\% \times \$100,000 = \$2,000$$

As noted above, any such commission is an amount paid directly by ANZ to the financial adviser and does not represent a cost payable by you.

### 5.4 BREAK COSTS

If your Early Termination Request is accepted, or a Note is terminated prior to its Maturity Date for any other reason, then your Early Termination Amount may be affected by Break Costs.

Break Costs are our costs in respect of early termination, which may include costs associated with:

- (a) terminating your Note before the Maturity Date;
- (b) unwinding of hedging positions in respect of a Note; and
- (c) administration costs.

## 6. TAX

An investment in a Note will give rise to taxation implications. ANZ has obtained a general taxation opinion from Ashurst Australia which is provided on the following pages. The taxation opinion is limited by its scope and assumptions and therefore does not address all potential tax implications of investing in a Note and does not cover all investors. Investors should always seek their own taxation advice taking into account their own facts and circumstances and the specific terms of the Note to be acquired.

The taxation implications of investing in a Note may change during the term of the investment due to any future changes in taxation law or to changes in the interpretations and practices of the Australian Taxation Office and other revenue authorities. Tax changes may impact on the value of and or the return on your investment in a Note (after tax).

If and where necessary, further comments on tax issues may be included in Part A of this PDS for a relevant Series.

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23 November 2012

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The Directors

### **ANZ Argon Facility Australian Taxation Consequences**

This letter has been prepared for the purposes of inclusion in the product disclosure statement to be dated 23 November 2012 (the "**PDS**") and issued by Australia and New Zealand Banking Group Limited ("**ANZ**") in respect of Notes issued under the ANZ Argon Facility. The terms of each Note entered into by ANZ and an investor will be governed by the PDS and the Confirmation Letter related to the Note and is subject to the scope and disclaimer below.

This letter provides a summary of the main Australian tax issues relevant to investors who are covered by the assumptions set out below. The taxation issues relevant to other investors are not addressed in this letter and those investors should obtain their own tax advice.

Capitalised terms not otherwise defined in this letter have the meaning given to them in the PDS.

#### **1. ASSUMPTIONS**

##### **1.1 Investors covered**

The comments in this tax summary are made on the assumption that an investor:

- (a) acquires a Note covered by this tax summary, as set out in section 1.2 below;
- (b) acquires a Note directly from ANZ by making a Transaction Request under the Facility;
- (c) (other than in respect of the withholding tax comments in section 16 below), is an Australian resident for income tax purposes and will not hold a Note in carrying on business outside Australia at or through a permanent establishment of the investor outside Australia;
- (d) is not carrying on a business of trading in debts, shares and other securities or similar investments;
- (e) does not have the intention to (when a Note is issued), and will not, make an Early Termination Request in respect of their Note;

AUSTRALIA BELGIUM CHINA FRANCE GERMANY HONG KONG SAR INDONESIA (ASSOCIATED OFFICE) ITALY JAPAN  
PAPUA NEW GUINEA SINGAPORE SPAIN SWEDEN UNITED ARAB EMIRATES UNITED KINGDOM UNITED STATES OF AMERICA

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- (f) is not subject to taxation under Division 230 of the *Income Tax Assessment Act 1997* dealing with "financial arrangements" (including as a result of an election for those provisions to apply to the investor);
- (g) will not change the settlement method that applies on redemption of a Note once any initial election has been made in their Transaction Request; and
- (h) acquires and holds a Note and any Exchange Asset on capital account. A Note should be on capital account if the investor acquires the Note with the sole intention of deriving Coupons until Maturity and an Exchange Asset should be on capital account if the investor acquired the Exchange Asset for the purpose of deriving assessable dividends. An investor who carries on a business of dealing in similar investments, debts, shares or other securities, or who has a purpose (at the time of acquisition) of disposing of a Note or Exchange Asset for a profit, would generally not be regarded as holding their Note on capital account.

## 1.2 **Notes covered**

This tax summary assumes that investors acquire Notes covered by the following:

- (a) a Reference Asset will not include ANZ shares, but may include something the performance of which is partly (but not predominately) based on ANZ shares (such as the S&P/ASX 200 Financials excluding A-REITs Index (XXJ), units in an exchange traded fund which is based on the performance of such an Index or a basket of shares which includes ANZ shares);
- (b) any Reference Asset will comprise equity-based share indices or securities or other instruments based on commodity prices or foreign currency fluctuations whose performance over the term of the Note cannot be reliably predicted and will not comprise indices, securities or instruments which are in respect of debt instruments or which would be expected to provide a guaranteed, reliably predictable or other "debt like" return;
- (c) where Physical Settlement applies on redemption of the Note, the Exchange Asset will be a share in a company and quoted on the ASX at the time of redemption (other than an ANZ share);
- (d) the Coupon Payment Date for a Coupon will be less than one year after the commencement of the period over which the Coupon accrues;
- (e) the Maturity Amount for each Note will be no greater than the Note Amount;
- (f) a particular Note will either have:
  - (i) a Maturity Amount that may be affected by the performance of one or more Reference Assets and a Coupon Rate per annum that is a fixed amount (above zero) specified in the Confirmation Letter; or
  - (ii) a Maturity Amount that is always equal to the Note Amount and a Coupon Rate per annum that is a fixed amount (above zero) specified in the Confirmation Letter, but ANZ's obligation to pay some or all of a Coupon may be affected by the performance of one or more Reference Assets; or
  - (iii) a Maturity Amount that may be affected by the performance of one or more Reference Assets and a Coupon Rate per annum that is a fixed amount (above zero) specified in the Confirmation Letter, but ANZ's obligation to pay some or all of a Coupon may be affected by the performance of one or more Reference Assets;

- (g) there is no early termination or redemption of the Note (other than as a result of an Early Redemption Event which has the effect of bringing the Maturity Date of the Note forward and the investor receiving any Coupons which have accrued up to that earlier Maturity Date); and
- (h) the value of the fractional interest in a Nominee Share that an investor holds in connection with a Note will at all times have a value of less than A\$1.00.

## 2. SCOPE AND DISCLAIMER

This tax summary is of a general nature only and does not take into account the specific circumstances or objectives of any particular investor, or any elections that might be available to an investor under the *Income Tax Assessment Act 1936* (the "**ITAA 1936**") or *Income Tax Assessment Act 1997* (the "**ITAA 1997**").

The tax information set out in this letter is based solely on the general terms contained in Part B of the PDS, and does not take into account the particular terms in Part A of the PDS or in any Confirmation Letter governing a Note. Therefore investors should always seek their own independent tax and financial advice on the particular terms of a Note having regard to their circumstances. In particular, given that the general terms and conditions of a Note set out in Part B of the PDS, a particular Note may have features which are not contemplated in this tax summary and which could affect the tax consequences of investing in that Note.

Non-resident investors may have different tax consequences applying and tax in their country of residence (although we have commented on Australian withholding tax in this tax summary).

This letter is provided solely for the benefit of ANZ and may not be relied on by any other person, and is based on the Australian tax laws and administrative practices applicable as at 9am (Sydney time) on the date of this letter. It should be noted that tax laws (and their interpretation by the Courts) and administrative practices change over time and this may impact upon the comments made in this tax summary. The comments in this letter are not binding on the Australian Taxation Office ("**ATO**") or a State or Territory revenue authority ("**OSR**") and there is no assurance that the ATO or a OSR will agree with the comments in this summary or that any contrary view of the ATO or a OSR would not ultimately be upheld by a Court.

The representatives of Ashurst Australia involved in preparing this letter are not licensed to provide financial product advice in relation to dealing in securities. Ashurst Australia does not provide financial advice and does not seek to recommend, promote or otherwise encourage any investor to acquire a Note offered by ANZ under the PDS.

## 3. CHARACTERISATION OF NOTES FOR INCOME TAX PURPOSES

### 3.1 Security

To determine the tax consequences of a Note, it is relevant to determine whether the Note will be a "security" as defined in subsection 159GP(1) of the ITAA 1936. A security is defined as:

- (a) stock, a bond, debenture, certificate of entitlement, bill of exchange, promissory note or other security;
- (b) a deposit with a bank or other financial institution;
- (c) a secured or unsecured loan; or

- (d) any other contract, whether or not in writing, under which a person is liable to pay an amount or amounts, whether or not the liability is secured;

Each Note is a contract under which ANZ has an obligation to redeem the Note for its Note Amount on the Maturity Date and, where relevant, pay Coupons. An investor agrees that ANZ will satisfy its obligations in connection with a Note (including the obligation to redeem a Note for its Note Amount) by paying the Maturity Amount on maturity of a Note or, in the case of Physical Settlement, delivering the Exchange Parcel.

In the case of some Notes, the Maturity Amount or the value of the Exchange Parcel at maturity may be less than the Note Amount. For example, if the Maturity Amount is calculated by reference to the performance of Reference Assets.

In our view, a Note should be regarded as a security on the basis that it falls within paragraph (a) of the definition of "security" (as it is in the form of note, which is generally recognised as a form of debt instrument) and should otherwise fall within paragraph (d) of the definition of "security" as ANZ is liable to pay an amount or amounts under a Note and a Note has a number of debt-like features of the kind that would generally be recognised as debt instruments. In particular, in our view a Note is legally a "debt" as it gives rise to a debtor/creditor relationship between ANZ and an investor. This is on the basis that an investor (as creditor) pays the Note Amount for a Note in consideration of an immediate promise by ANZ (as debtor) to redeem the Note for its Note Amount on the Maturity Date: refer *FCT v Radilo Enterprises Pty Ltd* 97 ATC 4151 at 4161. The fact that under the terms of some Notes, ANZ may, in certain limited circumstances, discharge its obligation to redeem the Note for its Note Amount by paying a Maturity Amount which is less than the Note Amount should not in our view prevent the Note from being legally being a debt. A Note is analogous to a limited recourse loan where the lender agrees to accept less than the face value of the loan in circumstances where the value of identified assets has fallen. The fact that a lender under a limited recourse loan is aware that there may be circumstances where they will not be able to enforce the obligation to repay the debt does not of itself prevent a limited recourse loan from being a "debt".

Our view is consistent with the view of the ATO set out in Taxation Ruling TR 96/14, which states, relevantly, that "paragraph (a) of the definition of 'security' in subsection 159GP(1) of the Act includes securities which are generally recognised as debt instruments. Having regard to paragraphs (a), (b) and (c) of the definition, only those contracts that have debt like obligations will usually fall under paragraph (d) of the definition".

Notwithstanding our view that a Note should be a "security" as defined in subsection 159GP(1) of the ITAA 1936 we are aware that the ATO has expressed some reservations about, but has not disagreed with, the view expressed in the preceding two paragraphs. In particular, we are aware that the ATO have questioned whether the uncertainty as to the amount that is to be paid on maturity and the fact that this uncertainty is due to the performance of a Reference Asset makes the Note sufficiently "debt-like" (as per the ATO's views in TR 96/14). Nevertheless, we understand that, as at the date of this letter, the ATO does not see this product as a high compliance risk.

### 3.2 **Qualifying security or traditional security**

Special tax provisions will apply if the Note is a "qualifying security" or a "traditional security". In determining whether a Note is a "qualifying" security or a "traditional" security it is necessary to determine whether it will have an "eligible return".

A Note should have an eligible return if, at the time it is issued and having regard to its terms, it is reasonably likely for the sum of all payments (other than "periodic interest" payments) under the Note to exceed the issue price of the Note, with the excess being the amount of the eligible return. The issue price of a Note should be its Note Amount.

To be periodic interest:

- (a) the Coupons must be "interest"; and
- (b) the period between the commencement of the period in respect of which the Coupon is expressed to be payable and the time at which the Coupon is payable is less than or equal to one year.

It is assumed that the requirement in (b) is satisfied for Notes covered by this tax summary, so that it is only necessary to consider whether the Coupons are "interest".

Interest has been described by the courts as compensation to a lender for being kept out of the use and enjoyment of the principal sum (refer *FCT v The Myer Emporium Ltd* (1987) 163 CLR 199 at 218). In addition it has been described as an amount that flows from the principal amount (refer *Federal Wharf Co Ltd v DFCT* (1930) 44 CLR 24 at 28) and which is calculated by reference to the principal sum (refer *Century Yuasa Batteries Pty Ltd v FCT* (1997) 73 FCR 528 and *FCT v Century Yuasa Batteries Pty Ltd* (1998) 82 FCR 288).

Where the Coupon Rate per annum is fixed and the obligation to pay Coupons is not subject to the performance of Reference Assets, we consider the better view is that the Coupons are interest and therefore should be treated as periodic interest. Where Notes have Coupons of this kind they should have no "eligible return" and therefore should be traditional securities.

Where the obligation to pay Coupons under a Note is subject to the performance of Reference Assets, it is less clear whether the Coupons would be considered to be "interest". Given that the Coupon Rate for such Notes is fixed so that the amount of the Coupon which accrues over a particular period is not calculated by reference to the performance of Reference Assets and the Coupons represent compensation to the investor for being kept out of their money, it is at least arguable in our view that such Coupons are "interest". However, given that the total amount of Coupons to be paid at least partly depends on the performance of Reference Assets, the Coupons (in aggregate) may not be regarded as "flowing from" the Note Amount (ie principal) or as being calculated "by reference to" the Note Amount.

Even if such Coupons are not considered to be "interest", a Note with such Coupons will only have an "eligible return" if, at the time the Note is issued, it is reasonably likely that the sum of the Coupons and any Maturity Amount will exceed the Note Amount. Given the nature of the Reference Assets which may affect the ANZ's obligation to pay Coupons, we expect that it should generally be reasonable to assume that this should not be the case so that a Note should still be a traditional security even if the Coupons payable under the Note are not strictly interest. This is because it should not be possible to reliably predict the performance of the Reference Assets and therefore the amount of the Coupons that will actually be paid and, if the Maturity Amount is also affected by the performance of Reference Assets, the Maturity Amount.

Accordingly, we consider the better view is that a Note is a traditional security and not a qualifying security. The remaining sections of this tax summary proceeds on the basis that the Note is a traditional security.

### 3.3 **Equity interest**

The Note should not be an "equity interest" in ANZ for income tax purposes and therefore the Coupons should not be treated as a frankable distributions for income tax purposes. This is on the basis that:

- (a) a Note does not represent an interest in ANZ as a member of ANZ; and

- (b) neither the right to a return nor the amount of a return on the Note is:
  - (i) in substance or effect contingent on the economic performance of ANZ or any connected entity of ANZ; or
  - (ii) at the discretion of ANZ or any connected entity of ANZ; and
- (c) a Note does not confer a right to be issued an equity interest in ANZ or a connected entity of ANZ and a Note will not convert into such an interest.

#### 4. **TAX TREATMENT OF COUPONS**

Any Coupons paid in respect of a Note should be included in an investor's assessable income as ordinary income when derived.

#### 5. **TAX CONSEQUENCES AT MATURITY**

The tax consequences on maturity will depend on whether or not Cash Settlement or Physical Settlement applies to a Note.

##### 5.1 **Cash Settlement**

If Cash Settlement applies to the redemption of a Note, investors should make a gain or loss by reference to the cost of acquiring the Note (which should include the Note Amount and any incidental costs associated with the acquisition of the Note such as an Establishment Fee) and the Maturity Amount received. Any gain should be assessable to investors under section 26BB of the ITAA 1936 and any loss should be deductible to investors under section 70B of the ITAA 1936. A gain should generally only arise on redemption of a Note where the Note is denominated in foreign currency.

##### 5.2 **Physical Settlement**

If Physical Settlement applies to a Note, any gain or loss made by an investor in respect of the Note as a result of receiving an Exchange Parcel should be disregarded.

##### 5.3 **Change of settlement method prior to redemption**

If an investor changes the settlement method that will apply on redemption of a Note, the tax outcomes discussed above may no longer apply. Before changing the settlement method, investors should obtain their own advice on the tax implications of a change of settlement method in light of their own circumstances.

#### 6. **EXCHANGE ASSETS**

Investors will be taken to acquire the Exchange Assets for capital gains tax ("**CGT**") purposes when the Note is redeemed.

The CGT cost base of the Exchange Assets will include the cost base of the Notes at the time of their redemption.

Dividends received in respect of an Exchange Asset will generally be included in an investor's assessable income. Dividends may be franked. Investors should refer to the distribution statement provided by the issuer of the Exchange Asset for more information on a particular dividend.

Where a dividend is franked and the investor meets certain qualification requirements related to, broadly, whether the Exchange Asset is held "at risk", or is otherwise exempt from those requirement (eg for an individual entitled to franking credits not exceeding

\$5,000 in relation to a tax year), any franking credits attached to a dividend must be included in the investor's assessable income and the investor is entitled to claim a tax offset equal to the amount of the franking credits. Special rules apply to investors that are companies.

If an investor sells an Exchange Asset delivered at the maturity of a Note, this should be a CGT event and may give rise to a capital gain (or capital loss), worked out by comparing the sale proceeds with the cost base (or reduced cost base) of the Exchange Asset at that time.

Where an investor makes a capital gain and:

- (a) their Exchange Assets have been held for at least 12 months;
- (b) the investor is an individual, a trust (other than an excluded trust, such as a trust that is a public trading trust for the purposes of the 1936 Act) or a complying superannuation entity,

the investor may be entitled to claim the CGT discount (50% for individuals and trusts and 33 1/3% for complying superannuation entities).

Investors that are companies (other than a company acting in the capacity of trustee of a trust) are not entitled to claim the CGT discount.

Further advice should be obtained in relation to the tax consequences of holding or selling the Exchange Assets when the Exchange Assets are acquired as the tax law may change between the time an investor acquires a Note and when the Exchange Assets are acquired at maturity of the Note.

#### 7. **EXTINGUISHMENT OF INTEREST IN NOMINEE SHARE**

On acquisition of a Note, investors will acquire a fractional interest in the Nominee Share, which is a CGT asset and that fractional interest will be extinguished when the Note is redeemed or terminated. Some of the acquisition cost of a Note may be attributable to the acquisition of your fractional interest in the Nominee Share and some of any amount or Exchange Parcel received on the redemption or termination of a Note may be attributable to the extinguishment of your interest in the Nominee Share.

Although the extinguishment of the fractional interest in the Nominee Share may give rise to a capital gain or capital loss, on the assumption that the value of your fractional interest in the Nominee Share will at all times be less than \$1.00, any capital gain or capital loss should be negligible and therefore should not have a material impact on the tax consequences of holding the Note as discussed above.

#### 8. **EARLY TERMINATION OR TRANSFER**

This tax summary does not specifically address the tax consequences for an investor whose Note is:

- (a) terminated early as a result of ANZ accepting an Early Termination Request by an investor or ANZ otherwise terminating the Note early; or
- (b) transferred before its maturity.

Investors should obtain their own tax advice if these situations occur.

## 9. FOREIGN CURRENCY

### 9.1 Translation into Australian currency

If the Note Currency is a foreign currency, both the cost of the Note and the proceeds from the redemption of the Note should be separately translated into Australian currency at the time of payment or receipt (as applicable).

### 9.2 Foreign exchange gains and losses

In general terms, the foreign exchange provisions in Division 775 of the ITAA 1997 tax gains or losses arising due to differences in exchange rates. Therefore, the foreign exchange provisions should be relevant where the Note Currency is in a foreign currency or an amount payable to an investor or payable by an investor is otherwise calculated by reference to foreign currency.

A foreign exchange gain or loss can arise when a foreign exchange realisation event ("**FRE**") occurs. The main FREs include:

- (a) the disposal of foreign currency or a right to receive it;
- (b) ceasing to have a right to receive, or an obligation to receive, foreign currency; and
- (c) ceasing to have an obligation to pay, or a right to pay, foreign currency.

Foreign exchange gains should generally be assessable, and foreign exchange losses should generally be deductible, to investors unless they are made in gaining or producing income which is exempt from tax (e.g. if an investor used a Note to hedge exempt income). With some exceptions, foreign exchange gains and losses should generally not have any capital gains tax consequences.

A foreign exchange gain or loss may arise if, for example, foreign currency is credited to, or debited from, an investor's foreign currency bank account as a result of transactions under a Note.

A foreign exchange gain or loss should be disregarded to the extent that a gain or loss made on the Notes would be disregarded (ie where Physical Settlement occurs).

Foreign exchange gains and losses recognised under the foreign exchange provisions of the ITAA 1997 are generally in addition to any assessable profit or income or deductible loss or expenses recognised under other provisions of the tax law referred to in this letter. To the extent that the same gain or loss would be included under more than one provision, it should only be included once as a foreign exchange gain or loss under the foreign exchange provisions of the ITAA 1997 (assuming Division 230 of the ITAA 1997 does not apply to an investor).

A foreign exchange gain or loss may arise where an investor receives a Coupon or Maturity Amount that is denominated in foreign currency or otherwise calculated by reference to foreign currency. The tax rules dealing with foreign exchange gains and losses are complex and there are a number of elections and methods which can be utilised by taxpayers to calculate foreign exchange gains and losses. Accordingly, investors should obtain their own advice in relation to the application of these rules to their individual circumstances.

## 10. IMPACT OF LEGISLATION ON THE TAXATION OF FINANCIAL ARRANGEMENTS

Division 230 of the ITAA 1997 generally operates to tax gains and losses arising from certain "financial arrangements" on revenue account and in some cases on a compounding

accruals basis. Each Note is likely to be a "financial arrangement" for the purposes of Division 230 of the ITAA 1997.

Investors that are individuals should be exempt from the application of Division 230 of the ITAA 1997 unless they make an election for it to apply. Other entities, including superannuation funds, managed investment schemes and financial entities, which are considered small (eg superannuation funds by reference may also qualify for an exemption unless they make an election for Division 230 of the ITAA 1997 to apply to them.

As the application of Division 230 of the ITAA 1997 is dependent on the facts and circumstances of the investor, investors should obtain their own advice in relation to the potential applicability of Division 230 of the ITAA 1997, in light of their own individual facts and circumstances.

#### 11. **BORROWING MONEY TO ACQUIRE NOTES**

Generally, an investor who borrows money to acquire an asset may be able to claim a deduction for borrowing costs associated with that asset (such as interest) if the investor is able to show that they incurred the costs for the purposes of deriving assessable income (other than capital gains) and the costs are not of a capital nature. In respect of a Note, assessable income may include Coupons.

Where the borrowing costs associated with a Note exceed the Coupons actually received in any tax year, the ATO may deny the deductibility of interest costs for that year that exceed the Coupons actually paid in the tax year.

Investors who are considering borrowing money to acquire a Note should obtain their own tax advice in relation to the deductibility of borrowing costs associated with their Note. Without limiting the matters which should be considered by investors in relation to the deductibility of borrowing costs, considerations may include the thin capitalisation rules, if an investor prepays interest, the prepayment rules (which may require deductions for any prepaid interest to be spread over the period to which the interest relates) and, where relevant, the application of the capital protected borrowing rules.

In our view, the capital protected borrowing rules should not apply to a borrowing used to acquire a Note or for which the Note is security. However these rules may be relevant if an investor borrowed money to acquire a Note, Physical Settlement applies to the Note and the borrowing continues while the Exchange Assets are held. Investors should obtain their own advice in those circumstances.

#### 12. **THE IMPACT OF THE GENERAL ANTI-TAX AVOIDANCE PROVISIONS**

The question of the applicability of the general anti-avoidance provisions in Part IVA of the ITAA 1936 (which can operate to cancel certain tax benefits) is something which can only be conclusively determined on a case-by-case basis in light of the relevant facts and circumstances arising for a particular taxpayer.

Investors should not be affected by the general anti-tax avoidance provisions contained in Part IVA of the ITAA 1936, provided that a scheme involving the Note has not been entered into with the dominant purpose of obtaining a tax benefit.

An investor may be taken to have obtained a tax benefit if, very broadly, the tax outcomes under the scheme are more favourable to the investor than that which would, or might reasonably be expected to, have been the tax outcome if the scheme had not been entered into. However, even if a tax benefit has been obtained by an investor, Part IVA can only apply if the scheme was entered into for the dominant purpose of obtaining that tax benefit. The existence of the dominant purpose should be determined on an objective



basis, having regard to the list of relevant factual circumstances contained in Part IVA of the ITAA 1936.

We are not aware of any public statement by the ATO that it would apply Part IVA to products such as the Notes.

13. **STAMP DUTY**

No Australian stamp duty should be payable in connection with the acquisition of a Note or an Exchange Asset, provided that the Exchange Asset comprises a share in a company that is quoted on the ASX or another recognised stock exchange at the time the Exchange Asset is acquired. Investors who provide their interest in a Note or Exchange Asset to a lender to secure their obligations under any borrowing arrangement should obtain their own advice on any potential stamp duty liabilities such as mortgage duty.

14. **GOODS AND SERVICES TAX ("GST")**

No Australian GST should be payable in respect of:

- the acquisition, disposal or redemption of a Note; or
- the payment of Coupons; or
- the delivery or disposal of an Exchange Asset, being a share in a company;

on the basis that those transactions should be financial supplies and be input taxed. Certain commissions, fees and charges associated with a Note may be subject to GST.

Investors may not be able to claim input tax credits, or may only be entitled to reduced input tax credits, for GST paid on commissions, fee and charges associated with a Note or other amounts paid to third party service providers, such as a broker or financial adviser, in connection with the acquisition or disposal of a Note or an Exchange Asset. Investors should obtain their own advice in relation to recovery of GST they incur in connection with their Note or Exchange Assets.

15. **TFN WITHHOLDING**

If investors do not:

- (a) provide ANZ with their tax file number;
- (b) notify ANZ of a relevant exemption from withholding; or
- (c) provide ANZ with their Australian Business Number (where they acquire their Note in the course of carrying on an enterprise),

ANZ will be required to withhold an amount for tax from payments of Coupons or other amounts which represent ordinary income or statutory income for the purposes of the tax legislation (eg where a request is made to redeem a Note early and part of the Early Termination Amount represents a gain to the investor).

16. **INTEREST WITHHOLDING TAX**

If an investor is a non-resident of Australia for income tax purposes or otherwise acquires Notes in carrying on business through a permanent establishment outside Australia, the investor may be subject to interest withholding tax if they receive payments of "interest" under the Notes.

In addition to the ordinary meaning of "interest" discussed in section 3.2 above, interest for withholding tax (which is defined in subsection 128A(1AB) of the ITAA 1936) also relevantly includes amounts in the nature of interest and amounts in "substitution for" interest.

The ATO have published the following relevant views on what payments constitute "interest" for withholding tax purposes:

- for an amount to be "in the nature of interest", the amount must have the character of compensation or consideration payable in respect of keeping a person out of the use and enjoyment of a principal sum (refer ATO Interpretative Decision ("**ID**") 2010/133); and
- for a payment to be "in substitution for interest", it must have been possible for "interest", in the ordinary sense of the word, to have been paid (refer ATO ID 2009/154); and
- in order for a payment to be "interest", it must be paid in respect of an amount of money which the person can require to be repaid either upon demand or at a fixed date; that is, a debt (ATO ID 2009/154); and
- a debt is moneys outstanding to be repaid at a fixed or determinable time or on demand (Taxation Ruling TR 2002/15).

We consider the better view is that the Coupons should be regarded as being in the nature of interest because:

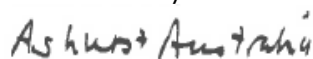
- ANZ has an obligation to repay the Note Amount on redemption of the Note on the Maturity Date of the Note and this should be sufficient for the Note to constitute a debt (notwithstanding the ATO's reservations, in the context of the traditional security provisions, about whether a Note is sufficiently "debt-like" where the Maturity Amount may be affected by the performance of Reference Assets);
- the Coupons are described in the Note Terms as "interest"; and
- the Coupons should be regarded as consideration or compensation for the Note Amount provided to ANZ on issue of the Note (and which ANZ has an obligation to repay).

For similar reasons, even if the Coupons are not "interest" or "in the nature of interest" the better view is that they should at least be regarded as being in substitution for interest because a Note should, in our view, be regarded as being a debt and therefore is capable of paying interest.

The rate of withholding tax is 10% unless that rate is reduced or an exemption applies under an applicable tax treaty between Australia and the investor's country of residence.

Investors who are subject to withholding tax on Coupons paid under the Note should obtain their own advice on whether they would be entitled to any credit for Australian withholding tax against any foreign income tax liability.

Yours faithfully



**Ashurst Australia**

## 7. SELF MANAGED SUPERANNUATION FUNDS

Self-Managed Superannuation Funds are subject to a specific regulatory regime under the SIS Act. Trustees of Self-Managed Superannuation Funds must also comply with the governing rules of the relevant Self-Managed Superannuation Fund and are subject to general law duties. This legal and regulatory framework is complex and changes over time.

Trustees of Self-Managed Superannuation Funds are responsible for monitoring and complying with their changing legal obligations. Accordingly, if you are a trustee of a Self-Managed Superannuation Fund, it is your responsibility to satisfy yourself that any Note does not breach these obligations. Some of the obligations imposed by the SIS Act that are potentially relevant for Self-Managed Superannuation Funds to consider include:

- (a) the “in-house assets” rules contained in Part 8 of the SIS Act;
- (b) the sole purpose test set out in section 62 of the SIS Act;
- (c) the requirement for transactions to be entered into on an arms’ length basis, as required by section 109 of the SIS Act;
- (d) the covenant to act in the best interests of beneficiaries, as set out in section 52(2)(c) of the SIS Act; and
- (e) the covenant to formulate and give effect to an investment strategy, as set out in section 52(2)(f) of the SIS Act.

Trustees of Self-Managed Superannuation Funds should obtain their own advice as to whether the Facility is appropriate for the relevant Self-Managed Superannuation Fund. It is up to each trustee of a Self-Managed Superannuation Fund to satisfy itself that its use of the Facility complies with all relevant legal obligations both at the time of acquiring a Note and during the term of a Note, having regard to any changes in superannuation laws and administrative practices that may occur over time.

You should also note the representations and warranties which trustees of Self-Managed Superannuation Funds are required to make prior to investing in a Note. Trustees are required to represent and warrant that at the time of investment that the value of the Notes will not make up more than 30% of the net assets of the Self-Managed Superannuation Fund.

## 8. OTHER INFORMATION

### 8.1 NOMINEE ARRANGEMENTS

The Nominee, ANZ Securities (Nominee) Pty Limited ABN 49 008 550 329, has entered into the Nominee Deed on 22 November 2012.

Each Note gives you a beneficial interest in a fraction of the Nominee Share in accordance with the Nominee Deed. You should understand that a Note does not give you any legal or beneficial interest in any Reference Asset or Exchange Asset.

This section sets out a summary of some of the key terms of the Nominee Deed.

Under the Nominee Deed, the Nominee declares a separate trust in respect of each Series of Notes in favour of the beneficiaries in respect of the Nominee Share, on the terms of the Nominee Deed. The beneficiaries of the trust are ANZ (in respect of income) and the Noteholders (in all other respects).

A Noteholder does not have any right to require the transfer to it of any Nominee Share or to receive any payment in respect of any dividend or distribution paid in respect of the Nominee Share.

The Nominee must not cast any vote in respect of any Nominee Share forming part of the trust property.

A Noteholder's beneficial interest in the Nominee Share will be extinguished in the circumstances set out in the Note Terms.

If the Nominee acts in good faith and without wilful default or negligence, the Nominee is not responsible to any Noteholder for any loss suffered in respect of the trust arrangement. The liability of the Nominee is in any event limited to the trust property.

The Nominee may be replaced in certain circumstances.

The Nominee Deed may also be amended in certain limited circumstances.

A copy of the Nominee Deed is available free of charge by contacting ANZ.

### 8.2 ABOUT ANZ

ANZ is a company incorporated in the Commonwealth of Australia. ANZ holds an Australian financial service licence (AFSL No. 234527). ANZ is a commercial bank offering a wide range of banking services to its customers both domestically and internationally.

ANZ world headquarters is located in Melbourne. It first opened as the Bank of Australasia in Sydney in 1835 and in Melbourne in 1838.

The ordinary shares of ANZ are listed on the ASX. Full details of the share capital and net assets of ANZ are contained in the financial statements that are available on the ANZ website at [www.anz.com](http://www.anz.com).

Financial statements for ANZ are also lodged with the Australian Securities and Investment Commission. Copies of ANZ's current financial statements are available upon request.

### 8.3 CONSENTS

Ashurst Australia has given its written consent to the inclusion in this PDS of the letter in section 6 "Tax" in the form and context in which it is included in this PDS and Ashurst Australia has not withdrawn that consent before the date of this PDS. Ashurst Australia has not caused the issue of this PDS or made any statement that is included in this PDS or any statement on which a statement in this PDS is based other than the letter in section 6 "Tax". Ashurst Australia expressly disclaims and takes no responsibility for any statements in, or omissions from, this PDS to the maximum extent permitted by law (other than in respect of the letter in section 6 "Tax", which is subject to the scope and disclaimers set out therein).

Other than as set out above, this PDS does not include any statements made by, or based on any statements made by, any person other than ANZ.

#### 8.4 CODE OF BANKING PRACTICE

If the Australian Code of Banking Practice ("Code") applies to you and if you are an individual or if you are using our products and services in connection with a small business, we are bound by the Code when we provide our products and services to you. A copy of the Code is available at anz.com.

#### 8.5 COMPLAINTS

If you have a complaint about any of our products or services, ANZ has established complaint resolution procedures that aim to deal with and resolve your complaint within 5 Business Days.

For the fastest possible resolution to your complaint:

- > call or email ANZ Equity Markets on the phone number provided in the directory at the back of this PDS; or
- > contact the ANZ Complaint Resolution Centre via:

**Mail:** Locked Bag 4050, South Melbourne Victoria 3205  
**Email:** YourFeedback@anz.com  
**Phone:** 1800 805 154

If you are not satisfied with the resolution offered by our Complaint Resolution Centre, you can have your complaint reviewed by ANZ's Customer Advocate who provides a free, independent review of your complaint.

#### FINANCIAL OMBUDSMAN SERVICE

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of ANZ's investigation, you may wish to contact the Financial Ombudsman's Service Limited ("FOS"). FOS is an independent dispute resolution scheme for consumers to help resolve complaints relating to financial service providers. FOS can be contacted at:

#### Financial Ombudsman Service Limited

**Address:** GPO Box 3 Melbourne, Victoria 3000  
**Telephone:** 1300 780 808  
**Email:** info@fos.org.au  
**Internet:** www.fos.org.au

#### AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Alternatively, the Australian Securities and Investments Commission ("ASIC") website contains information relevant to complaining about companies and people and describes the types of complaints handled by ASIC.

To obtain further information contact the ASIC Info line:

**Telephone:** 1300 300 630  
**Email:** infoline@asic.gov.au  
**Internet:** www.asic.gov.au

#### 8.6 PRIVACY AND CONFIDENTIALITY

- (a) ANZ's Privacy Notice and Consents – Individuals

When you deal with ANZ, ANZ is likely to collect and use personal information about you. ANZ's disclosure of non-personal information is subject to our general duty of confidentiality towards our customers. ANZ explains below when and how ANZ may collect and use your personal information. This clause applies to you if you are:

- (i) a personal customer of ANZ or a non-incorporated customer of ANZ (for example, a sole trader or firm) (each a "customer"); or
- (ii) a representative of a customer (for example, a company director or officer or an authorised signatory) or some other kind of third party relevant to a customer (for example, an employee or guarantor) (each a "third party").

- (b) Collection of your personal information by ANZ
- If you are considering acquiring, or have acquired a Note, we may collect your personal information:
- (i) to assist in providing information about a product or service;
  - (ii) to consider your request for a product or service;
  - (iii) to enable ANZ to provide a product or service;
  - (iv) to tell you about other products and services that may be of interest to you;
  - (v) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
  - (vi) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
  - (vii) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
  - (viii) as required by relevant laws, regulations, codes and external payment systems.
- If you are a representative of a customer or any other type of third party, ANZ is collecting your personal information:
- (ix) to identify you;
  - (x) to consider the customer's request for a product or service (including assessing their application); and
  - (xi) to enable ANZ to provide the customer with the relevant product or service.
- (c) Absence of relevant personal information
- If you do not provide some or all of the information requested, ANZ may be unable to:
- (i) provide you with a product or service; or
  - (ii) if you are a representative of a customer or any other type of third party, to verify your authority to act on the customer's behalf or to provide the customer with the relevant product or service.
- (d) Disclosures by ANZ
- Subject to ANZ's general duties of confidentiality towards their customers, ANZ may need to disclose your information to:
- (i) your referee(s);
  - (ii) credit reporting or debt collection agencies;
  - (iii) an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
  - (iv) any service provider ANZ engages to carry out or assist its functions and activities;
  - (v) regulatory bodies, government agencies, law enforcement bodies or courts;
  - (vi) other parties ANZ is authorised or required by law to disclose information to;
  - (vii) participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
  - (viii) any person who introduces you to ANZ; and
  - (ix) your authorised agents, or your executor, administrator or your legal representative.

(e) Privacy consents

By acquiring a Note, you agree that ANZ and each of its related companies (including subsidiaries) ("ANZ companies") may exchange with each other any information about you for the purposes of:

- (i) providing, managing or administering your product or service;
- (ii) performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, systems development and testing, credit scoring, staff training and market or customer satisfaction research); and
- (iii) complying with regulatory requirements and prudential standards.

You consent to ANZ disclosing any personal information collected by it in the course of your relationship with ANZ to:

- (iv) any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ; and
- (v) participants in the payments system (including financial institutions, merchants and payment organisations).

Any contractor, agent or service provider engaged by ANZ is contractually required to only use personal information for ANZ purposes and to keep the information confidential.

(f) Promotion of other products or services

Until you tell ANZ otherwise, ANZ may use your personal information to promote its products or services or those of its related companies and alliance partners and disclose your personal information to its related companies and alliance partners to enable them or ANZ to market their products or services.

Where you do not want ANZ to tell you about its products or services or those of its related companies or alliance partners, you may withdraw your consent by calling 13 13 14 at any time.

(g) Accessing your personal information held by ANZ

Subject to applicable law, you may access your personal information at any time by asking to do so at any ANZ branch. ANZ may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

(h) Collecting your sensitive information

ANZ will not collect sensitive information about you, such as health information, without your consent. If you give ANZ personal information about someone else or direct someone else to give their personal information to ANZ, please show them a copy of this clause so they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

(i) Authority to Disclose Confidential Information – Non-Individuals

This clause applies to you if you are an incorporated customer of ANZ. "Confidential information" means information acquired by ANZ from and concerning you in the course of the ANZ-customer relationship and does not include publicly available information. By acquiring a Note, you agree that ANZ companies may exchange with each other any information about you for the purposes of:

- (i) providing, managing or administering your product or service;
- (ii) performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, systems development and testing, credit scoring, staff training and market or customer satisfaction research);

- (iii) promotion of products or services; and
- (iv) complying with regulatory requirements and prudential standards.

You authorise ANZ to disclose any confidential information collected by it in the course of your relationship with ANZ to:

- (v) any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ;
- (vi) participants in the payments system (including financial institutions, merchants and payment organisations); and
- (vii) to its alliance partners to promote their products or services.

Any contractor, agent or service provider engaged by ANZ is contractually required to only use the information for ANZ purposes and to keep the information confidential.

## 8.7 TELEPHONE RECORDING

Please note that telephone dealings with ANZ in respect of Notes are normally recorded.

This is standard practice in the financial markets and accordingly a standard procedure for ANZ in discussing Notes with you. If it is not possible or practical that the conversation in respect of a Note be recorded, ANZ may discuss an alternative method for recording it with you at the time.

Recorded telephone lines will be used to clarify any doubt over the content of a conversation. If a recorded telephone line is not used, alternative means may be used for clarification purposes.

If you do not wish to be recorded, please advise ANZ immediately, however we may be unable to issue a Note to you.

## 8.8 ANTI-MONEY LAUNDERING

You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any law in Australia or any other country;
- (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other country.

You must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing risk or to comply with any laws in Australia or any other country. You agree that ANZ may disclose any information concerning you to any law enforcement body, regulatory agency or court where required by any such law, in Australia or elsewhere.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in acquiring any Note.

You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.



### **8.9 ETHICAL CONSIDERATIONS**

ANZ does not, and will not, take into account any labour standards, environmental, social or ethical considerations in respect of any Note.

### **8.10 INTEREST ON APPLICATION MONIES**

ANZ will keep the interest earned (if any) on any application money held in an ANZ trust account prior to the issue of a Note.

### **8.11 TAX FILE NUMBER**

Unless relevant information (such as your tax file number) or satisfactory evidence of an exemption is provided to ANZ, ANZ is required to deduct tax from Coupons and certain other payments at the highest marginal tax rate plus Medicare levy (currently 46.5%). If you have an address outside Australia or have nominated for Coupons to be paid into a bank account outside Australia, ANZ will deduct interest withholding tax (at rates up to 10%) from Coupons unless satisfactory evidence of an exemption from that tax is provided. You should refer to the tax section in section 6 of Part B of the PDS for further information.

## 9. NOTE TERMS

### PART A – ANZ ARGON FACILITY AND HOW IT WORKS

#### 1. ANZ ARGON FACILITY

##### 1.1 ESTABLISHING YOUR FACILITY

- (a) You may request that we make the ANZ Argon facility (“**Facility**”) available to you by submitting to us a duly completed and signed:
- (i) Application Form; and
  - (ii) Authorised Representative Certificate (provided the identity of each Authorised Representative has been verified to our satisfaction in order to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*),

in accordance with the terms of this PDS. We may accept or reject your application for a Facility in our absolute discretion (even if you submit all of the items referred to in this clause 1.1(a)), and will notify you accordingly.

- (b) We will be taken to have accepted your request for a Facility when we have established a Facility for you (as conclusively determined by us).
- (c) On our acceptance of your request for a Facility, you are bound by these Note Terms. These Note Terms, together with all relevant Product Documents, form a single agreement between us and you with respect to the Facility and Notes acquired by you under the Facility.

##### 1.2 HOW NOTES ARE ENTERED INTO UNDER YOUR FACILITY

- (a) After we have established your Facility, you may request that we prepare and send to you a Quote Sheet setting out the terms on which you are invited to acquire the relevant Note. However, we are not obliged to deliver a Quote Sheet

to you. Delivery of a Quote Sheet to you does not constitute an offer by us to issue the relevant Note to you and we have the right, in our absolute discretion, to refuse to issue a Note to you even if a Quote Sheet is delivered to you and you subsequently provide a Transaction Request.

- (b) Following the delivery of the Quote Sheet you may provide a Transaction Request in respect of the relevant Note. When you provide a Transaction Request to us, you are taken to have made an irrevocable offer to acquire the relevant Note:
- (i) on the indicative terms set out in the Quote Sheet;
  - (ii) but, on the basis that the final terms of the Note may differ as a result of changes to various factors including interest rates and price movements in respect of the relevant Reference Asset the subject of the Note. The final terms of a Note will be set out in the Confirmation Letter for that Note.

If there are any differences between the terms of the Quote Sheet for a Note and the terms set out in the Confirmation Letter issued by us for the Note, then the terms of the Confirmation Letter prevail.

- (c) The indicative terms of a Note as set out in the Quote Sheet will be taken to be agreed between you and us when all of the following requirements are met (as determined by us acting reasonably) unless we, in our absolute discretion, elect to waive any or all of the requirements:
- (i) we accept your Transaction Request;
  - (ii) we have received all amounts required to be paid by you in cleared funds on or prior to the Issue Date (including any Note Amount) and any other costs, fees, Taxes and charges identified in the Quote Sheet; and

(iii) all conditions precedent to issue of the Note have been satisfied by you or waived by us, including:

- (A) that you have given us any approval, document or information which we reasonably request from you by the time specified; and
- (B) you have met any additional conditions to our satisfaction (including any specified in the relevant Quote Sheet).

If the requirements above have been satisfied (or waived) we will issue the relevant Note on the Issue Date.

- (d) We are not liable for any loss that you may suffer as a result of:
- (i) any difference between the indicative terms in the Quote Sheet and the final terms of a Note specified in the Confirmation Letter; or
  - (ii) us not issuing a Note for any reason.

### 1.3 CONFIRMATION LETTERS

- (a) As soon as reasonably practicable after a Note is issued, we will send to you a Confirmation Letter setting out the final terms for that Note.
- (b) You must examine the terms of each Confirmation Letter immediately upon receipt and, unless within 7 Business Days of the date of receipt (determined in accordance with the provisions of clause 12.2) you notify us of any disputed detail in the Confirmation Letter, you agree that the contents of the Confirmation Letter, in the absence of manifest error, are conclusive evidence of the terms of the Note.
- (c) Unless and until any relevant disputed detail has been resolved to our satisfaction (acting reasonably) and a replacement Confirmation Letter is issued by us, you must continue to satisfy all of your obligations under these Note Terms and the other Product Documents in respect of the relevant Note as if the details in the relevant Confirmation Letter are correct and not the subject of a dispute.

- (d) Failure by us to provide a Confirmation Letter to you does not affect the validity of a Note.

### 1.4 CONSOLIDATION

We may for administrative convenience consolidate information in relation to some or all of your Notes or proposed Notes or other matters when producing Quote Sheets, Confirmation Letters, statements or other information relating to the Facility.

## PART B – NOTES

### 2. NOTES

#### 2.1 NATURE OF NOTES

Each Note is a security issued by ANZ to the Investor. The Note Amount owing under a Note is a debt obligation of ANZ subject to these Note Terms and the other Product Documents.

As consideration for providing the Note Amount, ANZ agrees to pay to you the Coupons (if any) relating to your Note in accordance with these Note Terms.

On issue of your Note, ANZ promises to redeem your Note on its Maturity Date or such other date as may be specified in the Note Terms, and you expressly acknowledge and agree that ANZ's obligations to do so will be satisfied by ANZ in the manner set out in these Note Terms.

ANZ's obligations in respect of the Notes are direct unsecured obligations of ANZ and do not constitute deposit liabilities of ANZ. ANZ's obligations to you in respect of your Note are separate and independent obligations governed by these Note Terms. You are not entitled to enforce any Note held by any other investor or otherwise share in any of the benefits accruing to another investor in connection with that other investor's Note.

## 2.2 BENEFICIAL INTEREST

- (a) Each Note gives you a beneficial interest in a fraction of the Nominee Share in accordance with the Nominee Deed.
- (b) A Note does not give you any legal or beneficial interest in any Reference Asset or Exchange Asset.

## 2.3 REGISTER

- (a) In respect of each Series of Notes, ANZ must establish and maintain (or procure the establishment and maintenance of) a register of Noteholders.
- (b) ANZ will recognise the registered holder of any Note as the absolute owner of that Note.
- (c) Except as otherwise provided in these Note Terms and subject to law, ANZ is not bound to take notice of any trust or other equitable interest in respect of any Note.
- (d) ANZ is not required to issue any certificate in respect of any Note issued under these Note Terms.
- (e) ANZ is not obliged to register any transfer in respect of a Note.

## 3. COUPONS

### 3.1 COUPONS

- (a) In consideration for the provision of the Note Amount, a Note bears interest in accordance with this clause 3 and the methodology set out in Part A of this PDS.
- (b) ANZ agrees to pay to you the Coupon referable to your Note on each Coupon Payment Date (unless the Coupon for a particular Coupon Payment Date is equal to zero).

### 3.2 ACCRUAL

The Coupon in respect of a Note:

- (a) is calculated on the corresponding Note Amount in accordance with the methodology specified in Part A of this PDS; and
- (b) ceases to be calculated upon redemption of the Note in accordance with clause 5 or on the occurrence of an Early Termination Event.

## 3.3 CALCULATIONS AND ROUNDING

The Coupon payable in respect of any Note for any period will be calculated by ANZ in accordance with the methodology specified in Part A of this PDS. All amounts in those calculations will be rounded to the nearest cent (with one half cent rounded up), and percentages will be rounded to the nearest two decimal places.

## 4. REDEMPTION ELECTION

### 4.1 INITIAL ELECTION

You must elect in your Transaction Request whether you require Cash Settlement or Physical Settlement to apply on redemption of your Note. In the event you fail to make an election, Fallback Settlement will apply.

### 4.2 SETTLEMENT NOTICE

- (a) You may, any time up until 5pm on the Business Day prior to the Maturity Date for a Note, deliver to ANZ a Settlement Notice electing for Cash Settlement, Physical Settlement or Fallback Settlement to apply on redemption of your Note. Any election in a Settlement Notice may differ from that under clause 4.1 or any prior Settlement Notice.
- (b) ANZ will use its reasonable efforts to give effect to the last Settlement Notice received by ANZ from you before 5pm on the Business Day prior to the Maturity Date for a Note.

### 4.3 FALLBACK SETTLEMENT

Despite anything else in these Note Terms:

- (a) if you do not nominate a settlement method in respect of the redemption of your Note as contemplated by this clause 4; or
- (b) ANZ determines that your nominated settlement method cannot reasonably be given effect to by ANZ in respect of that Note,

then Fallback Settlement will apply in respect of the redemption of your Note.

## 5. REDEMPTION OF YOUR NOTE

### 5.1 REDEMPTION AT MATURITY

At maturity of your Note:

- (a) if you have elected for Cash Settlement, then, subject to clause 5.2, ANZ must redeem your Note by paying the Maturity Amount to you on or before the Settlement Date;
- (b) if you have elected for Physical Settlement, then, subject to clause 5.2:
  - (i) ANZ will redeem your Note by procuring (either itself or through a nominee) the performance of all acts required of a transferor of marketable securities under the ASX Settlement Operating Rules to enable the Exchange Parcel to be transferred to you on or before the Settlement Date or as soon as possible thereafter, free from any Security Interest; and
  - (ii) you irrevocably authorise ANZ and any of its nominees, at the option of ANZ, to act as your agent to do all things required to be done, including but not limited to supplying your holder identification number ("HIN") under the ASX Settlement Operating Rules, to effect the transfer of the Exchange Parcel to you. If you do not nominate a CHESS holding, the Exchange Parcel will, if practicable, be delivered to an issuer sponsored holding in your name; or
- (c) if Fallback Settlement applies, ANZ must either pay the Maturity Amount (in accordance with paragraph (a) above) or procure the delivery of the Exchange Parcel to you (in accordance with the paragraph (b) above), consistent with the relevant Fallback Settlement method applicable to your Note.

### 5.2 EARLY REDEMPTION OF YOUR NOTE

- (a) Part A of this PDS may specify whether or not Early Redemption Events apply to your Note.
- (b) Where Early Redemption Events apply, we must, upon the occurrence of an Early Redemption Event, terminate the affected Note and redeem your Note on

the Early Redemption Date by payment to you of the Early Redemption Amount (if applicable) on or before the Early Redemption Payment Date.

### 5.3 SUBSTITUTION OF EXCHANGE ASSETS IN CONNECTION WITH PHYSICAL SETTLEMENT

If ANZ determines, in its reasonable opinion, that it is or may not be possible for ANZ to deliver Exchange Assets to you in accordance with clause 5.1(b), ANZ may replace the Exchange Assets with any other ordinary shares which form part of the S&P/ASX200 Index from time to time or any other asset agreed between ANZ and you.

### 5.4 SATISFACTION OF OBLIGATIONS

Upon performance by ANZ of its obligations under clause 5.1, 5.2, 6.2(b) or 9.2, or payment of amounts by ANZ under clause 10.2, as applicable:

- (a) you irrevocably agree that ANZ's obligations to you in connection with the Note (including the obligation to repay the Note Amount) are satisfied and discharged in full; and
- (b) your beneficial interest in the Nominee Share is extinguished in accordance with the terms of the Nominee Deed.

## PART C – ADJUSTMENT EVENTS AND MARKET DISRUPTION

## 6. ADJUSTMENT EVENTS AND MARKET DISRUPTION

### 6.1 WHAT ARE ADJUSTMENT EVENTS

If, at any time, in connection with a Note:

- (a) in respect of a Reference Asset or Exchange Asset that is a Quoted Financial Product:
  - (i) a Reference Asset or Exchange Asset is subdivided, consolidated, or reconstructed;

- (ii) the issuer of a Reference Asset or Exchange Asset makes:
    - (A) a bonus issue;
    - (B) a discount issue;
    - (C) a distribution by way of return of capital or a rights issue;
    - (D) a share buy-back;
    - (E) a special distribution (such as a special dividend) or other distribution,
 or otherwise alters its capital structure;
  - (iii) the issuer of a Reference Asset or Exchange Asset is the subject of a takeover or announces that it is to merge or consolidate with another entity or enter into a scheme of arrangement or transfer all or substantially all of its assets to another entity;
  - (iv) the Reference Asset or Exchange Asset is partly paid and the issuer of the Reference Asset or Exchange Asset (as applicable) makes a call on partly paid financial products;
  - (v) the Reference Asset or Exchange Asset is suspended or removed from quotation on the Relevant Market, there is a material limitation of trading in the Reference Asset or Exchange Asset on the Relevant Market or the issuer of the Reference Asset or Exchange Asset is delisted;
  - (vi) in respect of a Reference Asset or Exchange Asset quoted on the ASX, any event occurs which is a "Corporate Action" within the meaning given to that term in the ASX Settlement Operating Rules;
  - (vii) all, or substantially all, of the assets of the issuer of a Reference Asset or Exchange Asset are, or will be, nationalised, expropriated or otherwise required to be transferred to any government or governmental agency;
  - (viii) the issuer of the Reference Asset or Exchange Asset becomes Insolvent;
  - (ix) anything which ANZ, acting reasonably, considers is similar or analogous to any of the above occurs; or
  - (x) any other event which we reasonably determine may have a dilutive or concentrative effect on the theoretical value of a Reference Asset or Exchange Asset.
- (b) in respect of a Reference Asset that is an index:
- (i) any event which is, or results in, the Sponsor not or being unable to calculate or publish the index;
  - (ii) there is a suspension or material limitation on trading of financial products generally on the Relevant Market, or in financial products making up a material percentage of the index, for a period of 24 hours or more;
  - (iii) the Sponsor of the index makes a material change in the formula for or the method of calculating the index or in any way materially modifies the index; or
  - (iv) anything which ANZ, acting reasonably, considers is similar or analogous to any of the above occurs; or
- (c) in respect of a Reference Asset that is or includes a fund:
- (i) a violation or change of any material terms of the fund's offer documents or other constitutional documents;
  - (ii) the main investment objective of the fund changes to a material extent;
  - (iii) any change in the currency or denomination of the net asset value of the relevant class of interests in the fund;

- (iv) the net asset value of an interest in the fund not being calculated or announced within the time period when ANZ would reasonably and ordinarily expect such net asset value to be available;
  - (v) any restriction or limitation or suspension or deferral of redemptions of or subscription for interests in the fund (including the introduction or increase of any associated fee, cost or expense), or any mandatory redemption of interests in the fund;
  - (vi) a material change in the tax or regulatory environment of the fund, or of the manager, investment manager or investment advisor (each a "**Manager**") of the fund;
  - (vii) a change in asset allocation by the fund, whether in strategy or choice of Manager(s);
  - (viii) any review or investigation of the activities of the fund or any of its Managers by a relevant regulator, in connection with suspected or alleged wrongdoing or breach of any rule or regulation, or other similar reason, or any disciplinary action taken by such regulator in consequence thereof;
  - (ix) the fund issuer is or becomes the beneficial owner of 25% or more of the interests in the fund or a relevant class of interests in the fund;
  - (x) the fund or any Manager of the fund becomes Insolvent;
  - (xi) any termination or any loss of regulatory approval, license or registration of, any Manager of the fund, or any merger, de-merger, winding-up or liquidation of or affecting the fund;
  - (xii) any arrangement between the issuer of the fund and/or one or more of its Managers, including arrangements relating to subscriptions and redemptions, being changed or terminated; or
  - (xiii) anything which ANZ, acting reasonably, considers is similar or analogous to any of the above occurs; or
- (d) in any circumstances:
- (i) we are unable to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset we consider reasonably necessary or desirable to hedge the risks of entering into and performing our obligations with respect to a Note or are otherwise unable to realise, recover or remit the proceeds of any such transaction or asset;
  - (ii) it has become or will become unlawful, illegal, or otherwise prohibited (in whole or in part), or we would incur an increased (as compared with circumstances existing on the Issue Date) amount of Tax, expense or fee to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset we consider necessary or desirable to hedge the risks of entering into and performing our obligations with respect to a Note or otherwise to realise, recover or remit the proceeds of any such transaction or asset;
  - (iii) we are unable to borrow or lend (or maintain a borrowing or lending of) securities at a rate equal to or less than a reasonable rate conclusively determined by us;
  - (iv) any government or governmental authority in the jurisdiction of any issuer of the Reference Asset or the Exchange Asset or any Relevant Market (or, if there is more than one jurisdiction, any of them) defaults or delays in payment of any amount, or declares a moratorium, standstill, waiver or deferral in payment of any amount, or unilaterally amends or seeks to amend the terms of its payment obligations, or imposes any restrictions or exchange controls which in the reasonable opinion of ANZ have or may have a material impact on any Note;

- (v) an event occurs that makes it generally impracticable or impossible to convert any Note Currency or transfer any Note Currency;
- (vi) any redenomination of a Note Currency or any event giving rise to a split into dual or multiple exchange rates for a Note Currency;
- (vii) any event specified in Part A of this PDS as an Adjustment Event occurs;
- (viii) any force majeure event (including any natural disaster, industrial action or action or inaction by a government agency including any change in law or regulation) or other event occurs which ANZ determines, acting reasonably, results in the performance of its obligations in respect of that Note being or becoming, in circumstances beyond its reasonable control, not reasonably practicable and/or unlawful;
- (ix) any price source for a Reference Asset or Exchange Asset specified in any Confirmation Letter does not calculate or publish a relevant price or level for any reason;
- (x) any other event, circumstance or condition occurs which we determine, in our discretion (acting reasonably), to be similar in effect to, or may reasonably be expected to lead to, any one or more events described in this clause 6.1; or
- (xi) any other event occurs which ANZ, acting reasonably, considers has had or will have a material effect on a Note which was not contemplated by the parties at the time of entry into of the Note;

then, we may, in our absolute discretion, do any or all of the actions described in clause 6.2.

## 6.2 WHAT WE MAY DO IF AN ADJUSTMENT EVENT OCCURS

Upon the occurrence of an Adjustment Event, we may, in our discretion acting in a commercially reasonable manner, do any or all of the following at your cost:

- (a) vary, adjust, amend, reset, reverse or otherwise change:
  - (i) the Maturity Date, Coupon Payment Date or other date for payment of any amount;
  - (ii) any Strike Level;
  - (iii) the Initial Level;
  - (iv) any Knock-in Level;
  - (v) the Coupon;
  - (vi) the settlement method;
  - (vii) the Reference Asset;
  - (viii) the Exchange Asset; or
  - (ix) any other term of the affected Note;
- (b) if ANZ determines that it would not be reasonable to make a variation under 6.2(a), terminate all or part of the affected Note and pay to the investor the Early Termination Amount on or before the Early Termination Payment Date; or
- (c) take any other action we consider necessary or desirable in our absolute discretion.

We are not obliged to do anything referred to in this clause 6.2. This clause 6.2 applies despite any other provision in these Note Terms.

## 6.3 WHAT IS MARKET DISRUPTION

If, at any time, in connection with a Note:

- (a) there is a suspension of or limitation imposed on trading by the Relevant Market or otherwise and whether by reason of movements in price exceeding limits permitted by the Relevant Market or otherwise relating to any Reference Asset or Exchange Asset or any futures or options contracts relating to any Reference Asset or Exchange Asset;



- (b) a Relevant Market does not trade on a Trading Day;
  - (c) an event that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for, any Reference Asset or Exchange Asset or to effect transactions in, or obtain market values for, currencies, futures or options contracts relating to any Reference Asset or Exchange Asset, occurs, as determined by ANZ acting reasonably;
  - (d) the Relevant Market closes prior to its scheduled closing time;
  - (e) any other event, circumstance or condition that we determine, acting reasonably, is a market disruption for the purposes of the Note Terms,
- then, we may, in our absolute discretion, do any or all of the actions described in clause 6.4.

#### **6.4 WHAT HAPPENS IF THERE IS A MARKET DISRUPTION**

- (a) If any Calculation Date is a Disrupted Day then the relevant Calculation Date shall be the first succeeding Business Day that is not a Disrupted Day, unless each of the eight Business Days immediately following the original day is a Disrupted Day, in which case that eighth Business Day shall be deemed to be the Calculation Date and we shall determine our good faith estimate of the value for the relevant Reference Asset or Exchange Asset or other calculation on (as of the relevant time) that eighth Business Day. For the avoidance of doubt, if a Calculation Date is a Disrupted Day then all ANZ's obligations in respect of the relevant Note (including any obligations arising after the original Calculation Date) are postponed until the revised Calculation Date is calculated in accordance with this clause 6.4.

- (b) If the Settlement Date in respect of a Note to which Physical Settlement applies is a Disrupted Day, then the Settlement Date is to be the first succeeding Business Day that is not a Disrupted Day. However, if each of the eight Business Days immediately following the original day is a Disrupted Day then:
  - (i) if we determine that the relevant Exchange Parcel can be delivered in any other commercially reasonable manner, then the Settlement Date will be deemed to be the first Business Day on which we determine that the Exchange Parcel can be delivered; or
  - (ii) if we determine that the relevant Exchange Parcel cannot be delivered in any other commercially reasonable manner, then despite any other provision of any Product Documents, Cash Settlement will instead apply and the Settlement Date will be the date we reasonably determine for this purpose.
- (c) Nothing in this clause 6.4 affects the operation of clause 6.1 or clause 6.2.

## **PART D – REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

### **7. REPRESENTATIONS AND WARRANTIES**

#### **7.1 REPRESENTATIONS AND WARRANTIES**

You represent and warrant to us that:

- (a) you have full legal capacity and power to enter into the Note Terms;
- (b) if you are a company, you have taken all necessary or desirable corporate action to authorise your acquisition of the relevant Note and the Note Terms;

- (c) your acquisition of the relevant Note and entry into of the Note Terms does not breach any law or any obligation to another person or, if you are a company, your constituent documents;
- (d) your obligations under the Note Terms are legal, valid and binding and enforceable against you in accordance with their terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally);
- (e) you benefit by acquiring the relevant Note and entering into the Note Terms;
- (f) you are not entering into the Note Terms as trustee for a trust or as an agent, unless you have provided us with the details of the trust;
- (g) all the information you have given us is correct and not misleading and you have not withheld any information that might have caused us not to accept your request to acquire the relevant Note or enter into the Note Terms;
- (h) you have not relied on any statements or representations made by us in acquiring the relevant Note and entering into the Note Terms;
- (i) you have taken such independent financial, legal and taxation advice as you think fit prior to entering into the Note Terms and you have relied upon your own judgement or that of your financial, legal and taxation advisers in deciding whether to acquire the relevant Note;
- (j) any payment you make to us is not, and is not obtained through, any criminal or illegal activities;
- (k) if you are the trustee of a Self-Managed Superannuation Fund, upon acquisition of a Note, the investment of each Self-Managed Superannuation Fund in Notes will not represent more than 30% of the net assets of the Self-Managed Superannuation Fund; and
- (l) you have and continue to comply with all relevant requirements of the Corporations Act and any other legislation or law which is relevant to your obligations under the Note Terms.

## 7.2 IF YOU ARE A TRUSTEE

If you enter the Note Terms in your capacity as trustee of a trust, you also represent and warrant that:

- (a) the trust has been duly constituted and is validly existing and the trust deed for the trust is valid and enforceable;
- (b) you are the sole trustee of the trust and no action has been taken or proposed to remove you as trustee or to appoint additional or alternative trustees;
- (c) if you have not provided a Solicitor's Declaration to us, you have given us a true, complete and up-to-date copy of the trust deed and each other document relating to the trust which contain all the terms of the trust;
- (d) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the trust deed in relation to the acquisition of each Note and the execution and performance of the Note Terms;
- (e) you have the power and authority to enter into and perform your obligations under the Note Terms;
- (f) acquisition of each Note and entry into and performance of the Note Terms is for the benefit of the trust and its beneficiaries;
- (g) you have the right to be indemnified out of the trust fund for all of the obligations you incur under the Note Terms and the trust fund is sufficient to cover your right of indemnity;
- (h) no action has been taken or proposed to terminate the trust or revoke any of your powers and (so far as you are aware) no one intends to take any such action;
- (i) our rights under the Note Terms have priority over the interests of the beneficiaries of the trust;
- (j) no property of the trust has been resettled or transferred to any other trust or trusts; and

- (k) you have and continue to comply with all relevant requirements of the Corporations Act and any other legislation or law which is relevant to your or the trust's obligations under the Note Terms.

### **7.3 REPETITION OF REPRESENTATIONS AND WARRANTIES**

Each of the representations and warranties made by you in this clause 7 are deemed to be repeated on each day on which a Note remains on issue (in respect of the facts and circumstances then subsisting). You must tell us promptly if anything has happened which prevents you from repeating any one or more of the representations and warranties at any time.

## **8. UNDERTAKINGS**

### **8.1 GENERAL UNDERTAKINGS**

You agree to:

- (a) promptly give us any information or documents that we request;
- (b) promptly tell us if a Default occurs or it is reasonably likely that a Default will occur in the foreseeable future;
- (c) promptly tell us if any of the representations and warranties or undertakings made by you become incorrect or misleading or have been breached;
- (d) do everything (including obtaining consents, finding and producing documents, producing receipts and getting documents completed and signed) to bind you and your successors to the Note Terms and use best endeavours to procure other people to bind themselves and others to the Note Terms as we may reasonably request;
- (e) tell us of any change of the information contained in the Application Form; and
- (f) make sure that, if you are a company, any new or existing director promptly enters into the Note Terms upon our request.

### **8.2 OTHER ACTIONS**

If we request you to execute any documents or to do any act in the future, you must do so, if this is for the purpose of further or more perfectly:

- (a) causing or ensuring the fulfilment of your declarations, undertakings or obligations under the Note Terms; or
- (b) granting to us the rights and powers that the Note Terms is intended and purports to grant to us.

### **8.3 UNDERTAKINGS IF YOU ARE A TRUSTEE**

If you enter the Note Terms in your capacity as trustee of a trust, you also agree to:

- (a) exercise your right of indemnity from the trust fund and beneficiaries if you need to in order to meet your obligations under the Note Terms;
- (b) do everything you have to do as trustee of the trust;
- (c) not do anything which may negatively affect your obligations to us as trustee of the trust; and
- (d) ensure that, to the extent to which it is within your power:
  - (i) the trust is not terminated;
  - (ii) you do not retire or cease to act;
  - (iii) you are not replaced or removed and no new trustee is appointed; and
  - (iv) the terms of the trust deed are not otherwise varied, and to notify us immediately if any of these events does occur,

unless we otherwise agree in writing.

## PART E – EARLY TERMINATION AND DEFAULT

### 9. EARLY TERMINATION

#### 9.1 EARLY TERMINATION REQUESTS

- (a) At any time prior to the Maturity Date you may request in writing for us to redeem a Note ("**Early Termination Request**").

An Early Termination Request must:

- (i) specify the relevant Note to which the Early Termination Request relates;
- (ii) be duly signed by you;
- (iii) be in respect of the entire Note Amount; and
- (iv) specify an Early Termination Date prior to the Maturity Date.

Once given an Early Termination Request is irrevocable.

However, we are under no obligation to agree to your Early Termination Request.

- (b) We will notify you within 2 Business Days of receipt of an Early Termination Request from you:
- (i) whether we will accept the Early Termination Request; and
  - (ii) the Early Termination Amount (if the Early Termination Request is accepted);

#### 9.2 WHAT HAPPENS IF WE ACCEPT YOUR EARLY TERMINATION REQUEST

If we agree to an Early Termination Request, we will pay to you the applicable Early Termination Amount (if any) on or before the Early Termination Payment Date.

### 10. DEFAULT

#### 10.1 EVENTS OF DEFAULT

You are in Default if:

- (a) you do something which you have agreed not to do, or you do not do something you have agreed to do under the Note Terms;
- (b) any representation, warranty or statement that you have made or repeated under or in connection with the Note Terms is untrue or misleading (whether by omission or otherwise) in a material respect when made or repeated;
- (c) you become Insolvent;
- (d) we reasonably believe that your ability to comply with the Note Terms has been reduced due to a change in your business, assets or financial position;
- (e) (if you are a natural person) you die, become insane or are declared incapable of administering your affairs;
- (f) (if you are a trustee) steps are taken to remove you as trustee of the trust or to appoint another trustee or you commit a breach of trust or a breach of fiduciary duty or the trust terminates, vests or resettles;
- (g) the Note Terms are or becomes wholly or partly illegal, void, voidable or unenforceable, or are claimed to be so, by either you or anyone on your behalf, other than as a result of our act or omission;
- (h) it appears to us, acting in a commercially reasonable manner, that you have engaged in fraud, theft or other similar illegal activities; or
- (i) any event occurs which with the giving of notice, lapse of time or fulfilment of any condition would be likely to become a Default.

## 10.2 CONSEQUENCES OF DEFAULT

If you are in Default, we may do any one or more of the following:

- (i) notify you that our obligations in respect of the Note are terminated, in which case we will terminate all of your Notes and pay to you the Early Termination Amount on or before the Early Termination Payment Date; and
- (ii) exercise any of our other rights under the Note Terms in connection with that Default.

We need not give you, or any other person any notice before we take any of the actions described in this clause 10.2.

- (i) in the Note Currency;
  - (ii) in immediately available funds;
  - (iii) not later than 12pm on the due date; and
  - (iv) in accordance with our direction to you from time to time.
- (e) If at any time we receive or recover any amount payable by you for any reason that is not in the Note Currency, you indemnify us against any shortfall between the amount payable in the Note Currency and the amount we actually receive or recover after the amount is converted into the Note Currency.
- (f) Unless the Note Terms provides otherwise, all amounts owing to us under the Note Terms are payable on demand.

# PART F – GENERAL PROVISIONS

## 11. PAYMENTS

### 11.1 HOW TO MAKE PAYMENTS

- (a) Unless these Note Terms expressly provide otherwise, you must make each payment under the Note Terms without any set-off, counterclaim or any other deduction and (to the extent permitted by law) free and clear of, and without deduction or withholding for or on account of, any Taxes.
- (b) If you are required by law to make any deduction or withholding for Taxes, then you must pay to us an amount equal to the full amount which we would have been entitled to receive had the deduction or withholding not been made (other than a Tax payable on our overall net income).
- (c) If you provide us with a Direct Debit Authority, we will debit all amounts payable under the Note Terms directly from your nominated account on the days the relevant payment is due under the terms of the relevant Note.
- (d) If you do not provide us with a Direct Debit Authority, you must make all payments under the Note Terms to us:

### 11.2 SET-OFF AND NETTING

- (a) We may, without notice, set off any amount that is due and payable by us to you under the Note Terms or in relation to any one or more Notes against any amount due and payable by you to us under the Note Terms or in relation to any one or more Notes.
- (b) On each date on which an obligation to make a payment under the Note Terms arises, we will at our election take an account of what is due between you and us on that date in respect of one or more Notes so that the aggregate of all amounts due by you to us under those Notes on that date is offset against the aggregate of all amounts due by us to you under those Notes on that date. Unless we elect otherwise, only the party who is obliged to pay the greater of those aggregate amounts must make a payment on that date, in an amount equal to the difference between the two aggregate amounts.

### 11.3 CURRENCY CONVERSION

- (a) Where an amount is to be converted from one currency to another currency (whether notionally or otherwise) under the Note Terms, we will act as calculation agent for the conversion of the currency.

- (b) All determinations and calculations made by us in respect of the rate at which a conversion of currency (whether notionally or otherwise) will occur, or has occurred, will be made by us acting in a reasonable manner having regard to:
- (i) market exchange rates at the time such conversion occurs or occurred; and
  - (ii) the exchange rates that the Issuer is able to, or would be able to, transact, or effect, the relevant currency conversion required under the Note Terms.

#### 11.4 WITHHOLDING

If we are required by law to deduct or withhold any amount for Tax from a payment made to you in respect of your Notes, you will be taken to have received the entire payment. We are not required to increase any payment, pay you an additional amount or indemnify you for any required deduction or withholding.

## 12. NOTICES AND AUTHORISED REPRESENTATIVES

### 12.1 INSTRUCTIONS FROM AUTHORISED REPRESENTATIVES

- (a) You may give us notice of each Authorised Representative who is authorised to give us instructions or to receive notices from us or to do anything that you are entitled to do under the Note Terms by providing us with a properly executed Authorised Representative Certificate.
- (b) You authorise and direct us to act on the instructions of each Authorised Representative notified to us until you give us written notice not to do so.
- (c) You are bound by anything we do relying on instructions we receive from your Authorised Representative or a person we reasonably believe to be your Authorised Representative.
- (d) ANZ is not obliged to enquire into the validity of any instructions received which purport to be from your Authorised Representative.

### 12.2 NOTICES

- (a) Notices and communications in connection with the Note Terms:
    - (i) must be in writing and signed by an Authorised Representative, unless the Note Terms specifies otherwise;
    - (ii) must be addressed as follows:
      - (A) if to us, at the address specified in section 1 of Part A of this PDS;
      - (B) if to you, at the address specified in your Application Form, or as notified from time to time;
    - (iii) take effect from the time they are received unless a later time is specified in them;
    - (iv) can be given in person, by courier, mail, fax or email;
    - (v) are taken to be given by the sender and received by the addressee:
      - (A) if delivered to in person or by courier, on the date they are delivered;
      - (B) if sent by mail, 3 Business Days after they are posted if sent to an address within Australia and 10 Business Days after they are posted if sent to an address outside Australia;
      - (C) if sent by fax, at the time the transmitting machine produces a report that indicates that the communication was sent to the recipient's fax machine; or
      - (D) if sent by electronic mail, when transmitted to the recipient,
- provided that, if a notice is given or deemed to be given on a day which is not a Business Day or after 4:00pm (addressee's time), it is regarded as received at 9:00am on the following Business Day.
- (b) You must tell us as soon as possible if you change your name, address or any other of your notice details specified in your Application Form.

## 13. INDEMNITIES AND GST

### 13.1 INDEMNITY

- (a) You indemnify us, each of our employees, Authorised Representatives and each attorney or Receiver appointed under the Note Terms, against, and must pay us on demand the amount of, all losses, liabilities, costs, Taxes or expenses incurred in connection with:
- (i) any demand or notice given by us under the Note Terms;
  - (ii) any amendment to, or any consent, approval, waiver, release or discharge of or under the Note Terms or a Note;
  - (iii) any enquiry about you from a governmental authority;
  - (iv) the occurrence of any Default;
  - (v) our performing our obligations under the Note Terms;
  - (vi) costs in enforcing or taking any other action in connection with our rights under the Note Terms;
  - (vii) any inaccuracy in or breach of any of the representations, warranties, declarations or undertakings that you give or omit to give under the Note Terms or in connection with a Note;
  - (viii) you breaching the law or the Note Terms;
  - (ix) our acting in good faith on instructions which purport to have come from you or your Authorised Representative;
  - (x) fees, charges, costs and expenses in connection with the Note Terms or a Note; and
  - (xi) the administration and any actual or attempted preservation or enforcement of any rights under the Note Terms.

- (b) The indemnities in the Note Terms are continuing obligations, independent of your other obligations under the Note Terms. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by the Note Terms.
- (c) You must pay us the fees and charges in respect of a Note (as may be varied from time to time) as soon as they are due and payable. On request we will provide a copy of our current fees and charges for a Note to you.
- (d) You are liable for your own costs and expenses and all Taxes payable under or in connection with the Note Terms or a Note.

### 13.2 GST

- (a) Terms used in this clause have the same meaning as those defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) unless provided otherwise.
- (b) If any supply we make under or in connection with these Note Terms is subject to GST, you must pay us the amount of GST for which we are liable at the same time as the consideration for the supply is due. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.
- (c) Your obligation to reimburse us for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party except to the extent that we are entitled to an input tax credit for that GST. Unless notified otherwise by us, you must assume that we are not entitled to any input tax credit for that GST.
- (d) We will provide you with a tax invoice or adjustment note for any taxable supply we make to you as required by the GST Act.

## 14. GENERAL PROVISIONS

### 14.1 HEDGING

You acknowledge that we may hedge any liability or risk we have or might have under the Note Terms by entering into options, futures or any other hedging instrument or transaction in respect of any Note.

### 14.2 COMMISSIONS

We may pay a commission to any broker or financial planner or other financial intermediary who introduces you to us in accordance with applicable law.

### 14.3 ANTI-MONEY LAUNDERING

- (a) We may delay, block or refuse to make a payment and we will incur no liability to you if we do so if we suspect that:
  - (i) making a payment may breach any law or regulation in Australia or any other country;
  - (ii) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States of America, the European Union or any country; or
  - (iii) the transaction may directly or indirectly involve the proceeds of or be applied for the purposes of conduct which is unlawful in Australia or any other country.
- (b) You agree to provide all information to us which we reasonably require in order to manage our money laundering, terrorism financing or economic and trade sanctions risk or to comply with any law in Australia or other country.
- (c) You agree that we may disclose information which you provide to us to any law enforcement, regulatory agency or court where required by any laws in Australia or any other country.

- (d) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you represent and warrant to us that you are acting on your own behalf in entering into the Note Terms.
- (e) You declare and undertake to us that the payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.

### 14.4 HOW WE MAY EXERCISE OUR DISCRETION AND RIGHTS

- (a) We may exercise our rights or remedy or give or refuse our consent under the Note Terms in any way that we consider appropriate in our sole and absolute discretion including by imposing conditions and without giving you any reasons for our actions.
- (b) If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. We may enforce our rights and remedies in any order that we choose.
- (c) We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise or delay in exercising a right or remedy, whether or not caused by our negligence.
- (d) The rights and powers granted to us, or our officers, agents or employees under statute or at general law can only operate to enhance those contained in the Note Terms, not to diminish or to curtail them.
- (e) The rights and powers granted to us, our officers, agents or employees under the Note Terms are each separate and independent from one another and we are not under any obligation to exercise or take any action under or in respect of any one or more of them before doing so under or in respect of any other of them.

### 14.5 ASSIGNMENT

- (a) We may assign or transfer our rights under the Note Terms to any person without prior notice to you.
- (b) In order to exercise our right under clause 14.5(a) you authorise us to disclose to any assignee or potential assignee any



documents and personal information concerning you or a Note.

- (c) You may not assign, grant a Security Interest in, declare a trust over or otherwise deal with any of your rights under the Note Terms or a Note without our prior written consent.

#### **14.6 TELEPHONE RECORDING**

You authorise us and the Nominee, if applicable, to monitor or record telephone conversations with you for security, authentication and training purposes.

#### **14.7 OUR CERTIFICATE**

A certificate issued by us or on our behalf about a matter or about an amount payable in connection with the Note Terms is sufficient evidence of the matter or amount unless it is proved to be incorrect.

#### **14.8 WAIVER**

A provision under the Note Terms or right created under it may not be waived or varied except in writing signed by the party or parties to be bound and:

- (a) no other conduct of a party (including the failure to exercise or delay in exercising the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

#### **14.9 JOINT AND SEVERAL LIABILITY**

- (a) If you apply for a Note with another person, each of you are jointly and severally liable for all your obligations under the Note Terms.
- (b) You acknowledge that we may accept instructions from any one person named in the Application Form.

#### **14.10 NO MERGER**

The Note Terms will not merge with or adversely affect and is not adversely affected by your obligations under the Note Terms and any Security Interest, any guarantee, judgment or other right or remedy that we may hold at any time.

#### **14.11 INCONSISTENCY**

- (a) The provisions of the Note Terms prevail to the extent that they are inconsistent with any law.
- (b) If any provision of the Note Terms is invalid or unenforceable in whole or in part, that part is to be severed so that the rest of the Note Terms will remain valid and enforceable.

#### **14.12 CHANGE OF LAW**

If there occurs any change in law, order, official policy, directive or request of any governmental agency or in the ASX Operating Rules, ASX Clear Operating Rules or ASX Settlement Operating Rules or the operating rules of any Relevant Market or in the interpretation of them which makes it unlawful for us to give effect to any provision of the Note Terms or which may have a detrimental effect on our rights under the Note Terms or which results in any penalties (including penalty interest) or which makes it illegal for you to exercise your rights under the Note Terms, we will notify you and:

- (a) use our best endeavours to amend the Note Terms so that we may continue to maintain your Note on terms as similar as possible to the applicable terms prior to amendment; or
- (b) at our absolute discretion, our obligation to maintain your Note or give effect to the Note Terms shall cease.

#### **14.13 VARIATION**

- (a) We may, in our absolute discretion, vary any of the terms of the Note Terms (including imposing any new fee or vary the amount of a fee) by notice in writing to you.

- (b) Where a variation of the terms of the Note Terms under clause (a) results in additional or more onerous obligations being imposed on you, you may make an Early Termination Request in respect of a Note.
- (c) You may request a change to any term relating to a Note. However, we are under no obligation to agree to your request. We will notify you within 2 Business Days of receipt of your request whether we will accept your request and the terms on which your request will be accepted, such as any fees or expenses you will have to pay to effect the change and the consequences the request will have on the Note.
- (d) We may amend these Note Terms or any Confirmation Letter or other document contemplated by these Note Terms at any time without your consent if in our opinion, acting reasonably such amendment is of a formal, minor or technical nature, or is made to correct a manifest error.
- (e) sponsor or underwrite a new issue involving the Reference Assets or Exchange Assets;
- (f) have material price sensitive information relating to Reference Assets or Exchange Assets where the individuals processing your Note are prevented from knowing or taking into account such information by reason of Chinese walls; or
- (g) have a potential conflict of interest of which you are not aware and which we are unable to disclose to you.

#### 14.16 YOUR INFORMATION

- (a) You agree to provide us with information regarding your financial position, Note objectives and particular needs and you warrant that such information is true and correct.
- (b) We may collect information about you:
  - (i) to assist in providing information about a product or service;
  - (ii) to consider your request for a product or service;
  - (iii) to enable us to provide a product or service;
  - (iv) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training and market or customer satisfaction research);
  - (v) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
  - (vi) as required by relevant laws, regulations, codes and external payment systems.

#### 14.14 APPLICABLE LAW

The Note Terms are governed by the law in force in the State of New South Wales. Each party submits to the nonexclusive jurisdiction of the Courts of the State of New South Wales.

#### 14.15 DISCLOSURE OF INTEREST

You acknowledge that we may issue a Note to you in circumstances where we or our associates:

- (a) hold a principal position or deal in Reference Assets or Exchange Assets;
- (b) provide similar services to other persons in relation to the Reference Assets or Exchange Assets;
- (c) are allocated a sale or purchase of Reference Assets or Exchange Assets when we have a Transaction Request and/or a Quote Sheet on the same terms;
- (d) take an opposite position in a Note either acting for another client or on our own account;

#### 14.17 CONFIDENTIALITY AND PRIVACY

- (a) We may disclose any document, information or records about you, the Note Terms or a Note to:
  - (i) a related body corporate;
  - (ii) any person that enters into financial arrangements with us;

- (iii) any party to the Note Terms, any Authorised Representative and any broker for you;
- (iv) any person, if required or allowed by law or by any Relevant Market or required by the constituent documents of any entity;
- (v) any person in connection with the establishment and operation of a Note; and
- (vi) other persons as required by law, and as authorised by National Privacy Principle 2.1 in the Privacy Act 1988 (Cth).

#### 14.18 TIME OF ESSENCE

Time is of the essence with respect to these Note Terms and each Note.

#### 14.19 EMPLOYEES PROTECTED

Every exemption from liability, defence or immunity available to ANZ shall also be available to and extend to protect every one of our employees, agents or representatives.

#### 14.20 INTERPRETATION

In these Note Terms:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any variation or replacement of it;
- (c) a reference to law means common law, principles of equity and laws made by parliament and includes regulations and other instruments made by parliament and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to anything includes the whole and each part of it;
- (e) 'including', when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

- (f) a reference the Note Terms is a reference to these Note Terms, together with all other Product Documents, forming a single agreement between us and you with respect to the Facility and Notes acquired by you under the Facility and a reference to the date of the Note Terms means the date we accept your Application Form.

#### 14.21 BUSINESS DAY

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

#### 14.22 FATCA

- (a) In 2010, the United States of America enacted the Financial Account Tax Compliance Act ("FATCA"), which requires participating foreign financial institutions ("Participating FFIs") to provide certain information to the United States Internal Revenue Service ("IRS") about financial accounts held (directly or indirectly) by US persons and may require Participating FFIs to deduct and pay certain amounts to the IRS.
- (b) In the event that we are a Participating FFI for FATCA purposes, in order to comply with our obligations under FATCA, we must:
  - (i) undertake certain identification and due diligence procedures with respect to its existing and new account holders;
  - (ii) report annually to the IRS on US persons who directly or indirectly own financial accounts; and
  - (iii) generally withhold and pay certain amounts to the IRS.
- (c) The Australian Treasury is conducting a consultative process to enable the Government to decide whether Australia should enter into an intergovernmental agreement ("IGA") with the United States,. If an IGA is entered into, some or all of the obligations imposed on a Participating FFI under the FATCA rules may be imposed by Australian law.

- (d) As FATCA and/or Australian laws giving effect to an IGA will affect us, when you apply to invest you agree, when requested, to provide us with identification and other information we require to comply with our obligations under FATCA, including obligations under any agreement with the IRS and/or under Australian law.
- (e) If you fail to provide us with any information we request on a timely basis, you acknowledge that we may be required to deduct amounts tax from payments we make to you.
- (f) If a provision of foreign law would prevent us from complying with our obligations under FATCA, including obligations under any agreement with the IRS and/or under Australian law, you agree to waive the application of that provision and you acknowledge that, if you fail to provide such a waiver, we may withhold amounts from any payments to you.
- (g) If you fail to comply with our requests for information and this will or may result in us being unable to enter into or comply with any agreement with the IRS and/or Australian law, we may terminate your Notes.
- (h) You will indemnify us and the other Investors for any losses resulting from your failure to provide information when requested by us under this clause 14.22, including any amounts withheld.

## 10. GLOSSARY

The meanings of the words used in this PDS are set out below:

**Adjustment Event** means any of the events, circumstances and conditions described in clause 6.1.

**ANZ, us, we or our** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 AFSL 234527 and also includes:

- (a) any successor or transferee of ANZ in accordance with the Note Terms;
- (b) if ANZ is reconstituted or amalgamated with another body – the new person formed; and
- (c) a person to which some or all of ANZ's business is transferred or assigned.

**Application Form** is the form enclosed with this PDS, completed and signed by you and submitted to us in relation to the Facility.

**ASX** means ASX Limited ABN 98 008 624 691 or the securities market conducted by ASX Limited, as the context requires.

**ASX Clear Operating Rules** means the operating rules of ASX Clear Pty Limited ABN 48 001 314 503 as in force from time to time.

**ASX Operating Rules** means the operating rules made by the ASX as in force from time to time.

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement Pty Ltd ABN 49 008 504 532 as in force from time to time.

**Authorised Representative** means:

- (a) in our case, each person we authorise to act on our behalf in relation to the Facility and/or any Note; and
- (b) in your case, any person from time to time nominated as an Authorised Representative by you by a notice to us in an Authorised Representative Certificate and in respect of which:

- (i) the identity of that person has been verified to our satisfaction in order to manage our anti-money laundering, counter-terrorism financing or economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country; and
- (ii) we have not received notice of revocation of the appointment.

**Authorised Representative Certificate** means a properly executed certificate in the Application Form.

**Break Costs** means the costs taken into account when calculating an Early Termination Amount, as calculated by us (acting reasonably), which may include costs associated with:

- (a) terminating your Note before the Maturity Date;
- (b) unwinding of hedging positions in respect of a Note; and
- (c) administration costs.

**Business Day** means a week day in which the banks are open for business in Sydney.

**Calculation Date** means, in respect of a Note, any day on which a value, level or price is to be determined or calculated under the Note Terms for that Note, in each case subject to adjustment in accordance with clause 6.

**Cash Settlement** means settlement of a Note requiring ANZ to pay the Maturity Amount in cash.

**Closing Level** means, on a particular date:

- (a) in respect of an Exchange Asset, or a Reference Asset that is a Quoted Financial Product:
  - (i) the official closing price or, if there is no official closing price, the mid-market price on the Relevant Market at the close of trading on that date of the relevant Quoted Financial Product as determined by ANZ, acting reasonably; or

- (ii) if the price under paragraph (a) cannot be determined, the price determined by us in good faith as the estimate of the price that would have prevailed as the official closing price on the Relevant Market on that date; or
  - (iii) if we determine, acting reasonably, that neither sub-paragraph (a) or (b) apply, the Closing Level will be the average price at which we execute or could execute a sale or purchase of the Quoted Financial product for the purpose of acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction or asset in relation to a Note issued to you, as determined by us in our absolute discretion; or
- (b) in respect of a Reference Asset that is an index, means the closing level of the index on that date as published by the Sponsor of the index; or
  - (c) in respect of a Reference Asset that is an exchange rate between currencies, means the official exchange rate of the relevant currency pair published and disseminated on the price source specified in the relevant Confirmation Letter at 4:15 pm Sydney time on that date; or
  - (d) in respect of a Reference Asset that is any other type of asset, a price or level calculated as set out in the Confirmation Letter for the Note.

**Confirmation Letter** means a document from us to you setting out the details of the Note entered into under these Note Terms.

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

**Coupon** means the amount payable by ANZ to an investor on each Coupon Payment Date, as specified in the Confirmation Letter for a Note, and calculated in accordance with the methodology set out in the “Key Features” table in Part A of this PDS.

**Coupon Observation Period** means, in respect of a Note, each period specified as such in the Confirmation Letter for that Note.

**Coupon Payment Date** means, in respect of a Note, each date specified as such in the Confirmation Letter for that Note.

**Coupon Rate** means, in respect of a Note, the rate specified in the Confirmation Letter for that Note.

**Default** means an event described in clause 10.1.

**Direct Debit Authority** means a signed authority from you authorising us to debit your nominated bank account as contemplated by the Note Terms in the Application Form or as approved by us from time to time.

**Disrupted Day** means each day on which a Market Disruption has occurred, as determined by us.

**Early Redemption Date** means, in respect of a Note, the date on which an Early Redemption Event occurs.

**Early Redemption Event** means, in respect of a Note, the events (if any) specified in Part A as being “Early Redemption Events” for that Note.

**Early Redemption Amount** means, in respect of the early redemption of a Note pursuant to clause 5.2, the amount (if any) which we calculate in accordance with Part A of this PDS is payable to you by us in respect of that Note.

**Early Redemption Payment Date** means, in respect of a Note, the date three Business Days after an Early Redemption Date.

**Early Termination Amount** means, in respect of the early termination of a Note pursuant to clause 6.2(b), 9.2 or 10.2 (as applicable), the amount (if any) which we calculate is payable to you by us in respect of that Note, being the net economic value of the Note as at the Early Termination Date, as calculated by us (acting reasonably), less any Break Costs. The Early Termination Amount cannot be a negative amount; if the Early Termination Amount as calculated by us is less than zero, the Early Termination Amount will be zero.

**Early Termination Date** means, in respect of a Note, the date on which we determine that a Note has been terminated in accordance with clause 6.2(b), 9.2 or 10.2 (as applicable).

**Early Termination Payment Date** means, in respect of a Note, the date three Business Days after an Early Termination Date.

**Early Termination Request** has the meaning given in clause 9.1(a).

**Establishment Fee** means, if applicable, any establishment fee for a Note, as may be specified in the relevant Quote Sheet.

**Exchange Asset** means, in respect of a Note, each Exchange Asset specified in the Confirmation Letter for that Note. For the purposes of the Exchange Parcel the relevant Exchange Asset will be determined in accordance with method specified in Part A of this PDS.

**Exchange Parcel** means the number of Exchange Assets calculated according to the following formula:

$$\text{Number of Exchange Assets} \\ = \text{MA} \div \text{ER} \div \text{EACP}$$

where:

MA means the Maturity Amount;

ER means the Exchange Rate; and

EACP means as determined by ANZ in its absolute discretion:

- (i) the price paid by ANZ to acquire the relevant Exchange Asset on or following the Maturity Date; or
- (ii) the Maturity Level of the Exchange Asset, rounded up to the nearest whole number.

If the Exchange Assets are replaced under clause 5.3, then the above formula will be applied in respect of the replacement shares as if references to "Exchange Assets" were references to the replacement shares.

**Exchange Rate** means, where applicable to a Note, the rate determined in accordance with the methodology set out in the "Key Features" table in Part A of this PDS

**Facility** has the meaning given to that term in clause 1.1(a).

**Fallback Settlement** means the default method of settlement specified in Part A of this PDS.

**GST** means the goods and services tax described in the *A New Tax System (Goods and Services Tax) Act 1999*, and related Acts, or any similar tax.

**Initial Level** means the price or level specified in the Confirmation Letter as the Initial Level.

**Insolvent** means, in respect of a person:

- (a) in the case of a natural person, the person becoming, or the person taking any step that could result in the person becoming, an insolvent under administration (as defined in section 9 of the Corporations Act).
- (b) an administrator being appointed to the person;
- (c) a controller (as defined in section 9 of the Corporations Act) or analogous person being appointed to the person or any of the person's property;
- (d) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property or an appointment of that kind being made (whether or not following a resolution or application);
- (e) the holder of a Security Interest or any agent on its behalf, appointing a controller or taking possession of any of the person's property (including seizing the person's property within the meaning of section 123 of the PPSA);
- (f) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (g) an application being made to a court for an order for its winding up;
- (h) an order being made, or the person passing a resolution, for its winding up;

- (i) the person:
  - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
  - (ii) being unable to pay its debts or otherwise insolvent;
- (j) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (k) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (l) any analogous event under the laws of any applicable jurisdiction.

**Intra-day Level** means, in respect of any Note to which a Knock-in Level applies, on a Trading Day:

- (a) in respect of a Reference Asset that is a Quoted Financial Product, the last traded price at any time on that Trading Day; or
- (b) in respect of a Reference Asset that is an index, means the level of the index at any time on that Trading Day as published by the Sponsor of the index; or
- (c) in respect of a Reference Asset that is an exchange rate between currencies, means the official exchange rate of the relevant currency pair most recently published and disseminated on the price source specified in the relevant Confirmation Letter at that time; or
- (d) in respect of a Reference Asset that is any other type of asset, a price or level calculated as set out in the Confirmation Letter for the Note.

**Issue Date** means the date of the commencement of a Note, which will be recorded in the Confirmation Letter.

**Knock-in Event** means, in respect of a Note to which a Knock-in Level applies, an event specified as a Knock-In Event in Part A of this PDS (if any) having occurred.

**Knock-in Level** means, in respect of each Reference Asset for a Note to which Part A of this PDS specifies that a Knock-in Level applies, the Knock-in Level Percentage multiplied by the Initial Level for that Reference Asset.

**Knock-in Level Percentage** means, in respect of each Reference Asset to which a Knock-in Level applies, the percentage as specified in the relevant Confirmation Letter.

**Level** means on any Trading Day the relevant level of the Reference Asset as determined in accordance with Part A of this PDS.

**Market Disruption** means the events, circumstances and conditions described in clause 6.3.

**Maturity Amount** means an amount in the Note Currency calculated in accordance with the formula in Part A of this PDS, which must be no more than the Note Amount.

**Maturity Date** means, in respect of a Note, the date specified as such in the Confirmation Letter for that Note.

**Maturity Level** means, in respect of a Reference Asset or Exchange Asset, the Closing Level of that Reference Asset or Exchange Asset (as applicable) on the Maturity Date.

**Nominee** means ANZ Securities (Nominee) Pty Limited ABN 49 008 550 329 or any other entity appointed by ANZ from time to time.

**Nominee Share** has the meaning given to it in the Nominee Deed.

**Nominee Deed** means the document entitled ANZ Argon Facility Nominee Deed executed by the Nominee on 22 November 2012.

**Note** means a Note entered into between you and us under the Note Terms.

**Note Amount** means, in respect of a Note, the amount that you must pay to acquire that Note, as set out in the Confirmation Letter.



**Note Currency** means, in respect of a Note, the currency set out in your Confirmation Letter, and if not so set out, means Australian dollars.

**Note Terms** means the terms and conditions applicable to the Facility, as set out in section 9 of this PDS.

**PDS** means this product disclosure statement, dated the date specified in Part A of this PDS.

**Performance Percentage** means, in respect of a Reference Asset, the amount equal to the Maturity Level for that Reference Asset divided by the Initial Level for that Reference Asset, expressed as a percentage.

**Physical Settlement** means settlement of a Note requiring delivery of the Exchange Parcel.

**PPS Security Interest** means a security interest that is subject to the PPSA.

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

**Product Document** means:

- (a) the Application Form;
- (b) these Note Terms;
- (c) each Confirmation Letter;
- (d) any document or agreement that we notify you is a "Product Document" for the purposes of this definition;
- (e) any document or agreement that is entered into under any of the above;
- (f) any document or agreement that amends, supplements, replaces or novates any of the above; and
- (g) any undertaking (whether or not in writing) by or to a party or its lawyers that is given under or relates to any of the above.

**Quoted Financial Product** means a financial product that is quoted on a Relevant Market.

**Quote Sheet** is a document issued by us in respect of a Note that sets out the proposed terms of a Note. A Quote Sheet may also be issued in respect of a repayment or termination of, variation or amendment to an existing Note.

**Receiver** means a receiver or a receiver and manager appointed under the Note Terms.

**Reference Asset** means, in respect of a Note, each Reference Asset specified in the Confirmation Letter for that Note.

**Relevant Market** means, in respect of a Note, each exchange and/or market (if any) specified in the Confirmation Letter for that Note.

**Relevant Time** means, in respect of any Note to which a Knock-in Level applies, each time set out in the Confirmation Letter for a Note, as explained in Part A of this PDS.

**Security Interest** means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

**Self-Managed Superannuation Fund** has the meaning given to it in the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

**Series** means each different series of the ANZ Argon Facility offered under a different PDS.

**Settlement Date** means, in respect of a Note, the date specified as such in the Confirmation Letter for that Note, generally three Business Days after the Maturity Date.

**Settlement Notice** means a notice you may give to ANZ any time before 5pm on the Business Day prior to the Maturity Date for a Note specifying the settlement method to apply to a Note, in the form available from ANZ.

**SIS Act** means the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

**Solicitor's Declaration** means a properly signed declaration in the Application Form or as approved by us from time to time.

**Sponsor** means, in respect of an index, the corporation or other entity that:

- (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the index; and
- (b) publishes (directly or through an agent) the level of the index on a regular basis.

**Strike Level** means in respect of a Reference Asset, the Strike Level Percentage multiplied by the Initial Level.

**Strike Level Percentage** means, in respect of a Note, the percentage in respect of a Reference Asset as specified in the relevant Confirmation Letter.

**Taxes** means taxes, levies, imposts, duties, interest, and other charges whenever imposed by a governmental authority (for example, withholding tax, income tax, goods and services tax or any similar tax, stamp duties, financial institutions duties and debits tax).

**Trading Day** means, in respect of:

- (a) an Exchange Asset, or a Reference Asset that is a Quoted Financial Product, a day on which the Relevant Market for that Exchange Asset or Reference Asset is open for trading (or is scheduled to be open for trading); or
- (b) a Reference Asset that is an index, a day on which the index is calculated or published by the sponsor of the index; or
- (c) a Reference Asset that is an exchange rate between currencies, a day on which the official exchange rate for the relevant currency pair is published and disseminated by the price source specified in your Confirmation Letter; or
- (d) a Reference Asset that is any other type of asset, a day as set out in the Confirmation Letter for the Note.

**Transaction Request** means an irrevocable request by you, made orally, electronically, in writing or by any other agreed method, to acquire a Note.

**Worst Performing Reference Asset** means, in respect of a Note with more than one Reference Asset, the Reference Asset with the lowest Performance Percentage.

## 11. HOW TO APPLY

### 11.1 ESTABLISHING YOUR FACILITY

You may request that we make the ANZ Argon Facility ("Facility") available to you by submitting to us a duly completed and signed Application Form. We may accept or reject your application for a Facility in our absolute discretion.

### 11.2 ISSUE OF NOTES

If we agree to establish a Facility for you, you may request a Quote Sheet from us which will set out the terms on which you are invited to acquire the relevant Note. However, we are not obliged to deliver a Quote Sheet to you. If you would like to proceed with purchasing a Note you can make a Transaction Request which will be an irrevocable offer to acquire the relevant Note in the Quote Sheet.

You should note that the final terms of the Note may differ from those set out in a Quote Sheet as a result of changes to various factors including interest rates and price movements in respect of the relevant Reference Asset the subject of the Note. The final terms of a Note will be set out in the Confirmation Letter for that Note.

You must pay to us the Note Amount (and any other costs, fees, Taxes and charges identified in the Quote Sheet) in cleared funds before we will issue a Note to you.

### 11.3 CONFIRMATION LETTERS

As soon as reasonably practicable after a Note is issued, we will send to you a Confirmation Letter setting out the final terms for that Note.

You must examine the terms of each Confirmation Letter immediately upon receipt and unless you notify us of any disputed detail in the Confirmation Letter within 7 Business Days of the date of receipt, you agree that the contents of the Confirmation Letter, in the absence of manifest error, are conclusive evidence of the terms of the Note.

## DIRECTORY

ANZ Equity Markets  
GPO Box 550  
Sydney NSW 2001

Phone: 1800 204 693  
Email: [equitysolutions@anz.com](mailto:equitysolutions@anz.com)  
Website: [www.anz.com/markets/equities](http://www.anz.com/markets/equities)



FORMS TO ENTER INTO  
THE ANZ ARGON FACILITY

# FORMS TO ENTER INTO THE ANZ ARGON FACILITY

If you wish to apply for a Series of the ANZ Argon Facility, you must complete this application form ("Application Form"). You must also complete the Series Investor Acknowledgement for each Series of the ANZ Argon Facility that you wish to enter into. The Series Investor Acknowledgement will accompany the Part A of the PDS detailing the terms of the particular Series.

In this Application Form we provide the following documents necessary to establish your ANZ Argon Facility:

1. **Application Form;**
2. **Customer Identification Form;**
3. **Appendix A: Authorised Representative Certificate;**
4. **Appendix B: Solicitor's Declaration; and**
5. **Appendix C: Direct Debit Request – Customer Service Agreement.**

Having read the ANZ Argon Product Disclosure Statement (the date of the PDS being the date specified in Part A of the PDS) ("PDS") and taken appropriate advice, if you wish to apply for the ANZ Argon Facility, please carefully complete and sign the relevant sections of the Application Form, attach supporting documentation as required, and send to:

ANZ Equity Markets  
GPO Box 550  
Sydney NSW 2001

Or lodge your application with your Financial Adviser.

## INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM

Applicants must carefully read all sections of the Application Form. Particular attention should be paid to Parts 6,7,8, and 9 of the Application Form as these sections contain important information concerning ANZ's and your rights in connection with the ANZ Argon Facility.

### A. Individual or Joint Applicants

- > Please ensure you complete Parts 1 and 10 of the Application Form
- > Individual applicants should ensure they have signed the relevant section of Part 10 and have their signature witnessed
- > Joint applicants should ensure both applicants have signed Part 10 and have their signatures witnessed.

### B. Company Applicants

- > Please ensure you complete Parts 1, 2 and 11 of the Application Form. Part 11 must include signatures from either:
  - > Two directors of the company or a director and secretary; or
  - > The sole director and sole secretary of the company.

### C. Trustee Applicants

If you are an individual applying in your capacity as the trustee of a trust (including the trustee of a Self Managed Superannuation Fund), please:

- > Complete Parts 1, 3 and 10; and
- > Either:
  - > Have your solicitor complete the Solicitor's Declaration in Appendix B; or
  - > Attach a certified copy of the dated & stamped trust deed with any subsequent amendments.

If you are a company applying in your capacity as the trustee of a trust (including the trustee of a Self Managed Super Fund), please:

- > Complete Parts 2, 3 and 11; and
- > Either:
  - > Have your solicitor complete the Solicitor's Declaration in Appendix B; or
  - > Attach a certified copy of the dated & stamped trust deed with any subsequent amendments.

### D. Direct Debit and/or Credit

To enable ANZ to direct debit and/or credit your nominated bank account for amounts payable by or to you in connection with the ANZ Argon Facility please complete Part 4 of the Application Form.

### E. Wholesale Requirements

In order to apply for the ANZ Argon Facility ANZ may require that you are a wholesale client (as defined under section 761G of the Corporations Act 2001 (Cth)). If ANZ specifies that you must be a wholesale client, you will need to (unless you have provided one to ANZ within the preceding 2 years):

- > Provide an original Accountant's Certificate to ANZ stating you have:
  - > Ownership of net assets greater than \$2.5 million; or
  - > Gross income greater than \$250,000 per annum for the past 2 consecutive financial years.

Joint applications and Trusts must provide evidence of Wholesale status for each Individual/Trustee.

### F. Assistance with completing these forms

If you require assistance completing these forms or requesting a transaction please do not hesitate to contact ANZ in accordance with the details specified below. Alternatively you may contact your financial adviser.

## WHAT TO INCLUDE WITH YOUR APPLICATION

### Trust Applicants

Where applicable, a completed Solicitor's Declaration or a certified copy of the dated & stamped trust deed with any subsequent amendments as described in paragraph C above.

# FORMS TO ENTER INTO THE ANZ ARGON FACILITY

## All Applicants

If you do not currently hold an ANZ service or product (bank account, mortgage), you will need to provide two Identity Documents - refer page 15.

Where applicable, an original Accountant's Certificate as described in paragraph E above.

## PAYMENTS

Payments in connection with the ANZ Argon Facility must can be made by cheque or direct debit.

You can arrange for us to draw funds from your nominated bank account by completing the direct debit details in Part 4 of the Application Form.

## APPLICANTS ARE BOUND BY THE TERMS

The ANZ Argon Facility is issued by ANZ on the Note Terms set out in Section 9 of Part B of this PDS. You should ensure that you read and understand the Note Terms. Applicants should note that by signing and lodging the Application Form, an Applicant will become bound by the Note Terms and the Applicant's declaration set out in the Application Form.

## CORRECT FORMS OF REGISTRABLE NAMES

Note that ONLY legal entities are allowed to hold a Note offered under the ANZ Argon Facility. Applications must be in the name(s) of natural persons or companies. At least one full given name and the surname is required for each natural person. The name of the beneficiary or any other non-registrable name may be included by way of an account designation if completed exactly as described in the examples of correct forms below.

## CAPITALISED TERMS

Capitalised terms in the Application Form will have the same meaning as given to them in the Glossary in Section 10 of Part B of this PDS. (unless otherwise defined in the Application Form).

## ENQUIRIES

Contact your ANZ sales representative:  
Toll Free: 1800 204 693  
email: [equitysolutions@anz.com](mailto:equitysolutions@anz.com)

TYPE OF INVESTOR	CORRECT FORM OF REGISTRATION	INCORRECT FORM OF REGISTRATION
<b>Individual</b> Use given names in full, not initials	Mrs Katherine Clare Edwards	K C Edwards
<b>Companies</b> Use company's full name, not abbreviations	Liz Biz Pty Ltd	Liz Biz P/L or Liz Biz Co
<b>Joint Holdings</b> Use full and complete names	Mr Peter Paul Tranche & Ms Mary Orlando Tranche	Peter Paul and Mary Tranche
<b>Trusts</b> Individual Trustee: Use the trustee(s) personal name(s) Corporate Trustee: Use the trustee(s) full name(s)	Mrs Alexandra Smith <Alexandra Smith A/C> Liz Biz Pty Ltd <Biz Family Trust A/C>	Alexandra Smith Family Trust Liz Biz P/L Family Trust
<b>Deceased Estates</b> Use the executor(s) personal name(s)	Ms Sophia Garnet Post & Mr Alexander Traverse Post <Est Harold Post A/C>	Estate of late Harold Post or Harold Post deceased
<b>Minor (a person under the age of 18 years)</b> Use the name of the responsible adult with an appropriate designation	Mrs Sally Hamilton <Henry Hamilton A/C>	Master Henry Hamilton
<b>Partnerships</b> Use the partners' personal names	Mr Frederick Samuel Smith & Mr Samuel Lawrence Smith <Fred Smith & Son A/C>	Fred Smith & Son
<b>Long names</b>	Mr Hugh Adrian John Smith-Jones	Mr Hugh A J Smith-Jones
<b>Clubs/unincorporated Bodies/Business names</b> Use office bearer(s) personal name(s)	Mr Alistair Edward Lilley <Vintage Wine Club A/C>	Vintage Wine Club
<b>Superannuation Funds</b> Use the name of the trustee of the fund	XYZ Pty Ltd <Super Fund A/C>	XYZ Pty Ltd Super Fund





Please complete relevant sections if you are:

**AN INDIVIDUAL OR JOINT APPLICANT**

- CLIENT APPLICATION FORM
  - Part 1 Personal Details for each individual
  - Part 4 ANZ Direct Debit Authority
  - Part 10 Declaration and Execution
- CUSTOMER IDENTIFICATION FORM
- APPENDIX A: AUTHORISED REPRESENTATIVE CERTIFICATE

Information you may need to complete this Application

- TFN/TFN Exemption Code
- Driver's License
- ANZ CRN/Credit Card Number

**AN INDIVIDUAL ACTING AS TRUSTEE**

- CLIENT APPLICATION FORM
  - Part 1 Personal Details for each individual
  - Part 3 Trust Details
  - Part 4 ANZ Direct Debit Authority
  - Part 10 Declaration and Execution
- CUSTOMER IDENTIFICATION FORM
- APPENDIX A: AUTHORISED REPRESENTATIVE CERTIFICATE
- APPENDIX B: SOLICITOR'S DECLARATION

Information you may need to complete this Application

- TFN/TFN Exemption Code
- Driver's License
- ANZ CRN/Credit Card Number

**A COMPANY APPLICANT**

- CLIENT APPLICATION FORM
  - Part 1 Personal Details for each Company Director
  - Part 2 Company Applicant Details
  - Part 4 ANZ Direct Debit Authority
  - Part 11 Company Declaration and Execution
- CUSTOMER IDENTIFICATION FORM
- APPENDIX A: AUTHORISED REPRESENTATIVE CERTIFICATE

Information you may need to complete this Application

- TFN/TFN Exemption Code
- Driver's License
- ANZ CRN/Credit Card Number
- ABN/ACN

**A COMPANY ACTING AS TRUSTEE**

- CLIENT APPLICATION FORM
  - Part 1 Personal Details for each Trustee Company's Director(s)
  - Part 2 Company Applicant Details
  - Part 3 Trust Details
  - Part 4 ANZ Direct Debit Authority
  - Part 11 Company Declaration and Execution
- CUSTOMER IDENTIFICATION FORM
- APPENDIX A: AUTHORISED REPRESENTATIVE CERTIFICATE
- APPENDIX B: SOLICITOR'S DECLARATION

Information you may need to complete this Application

- TFN/TFN Exemption Code
- Driver's License
- ANZ CRN/Credit Card Number
- ABN/ACN
- Certified copy of a full Trust Deed



This application form must not be distributed unless accompanied by a copy of the PDS.

**ADVISER DETAILS & UNDERTAKING (TO BE COMPLETED BY FINANCIAL ADVISERS ONLY)**

<p>Adviser Name <input type="text"/></p> <p>Adviser Company Name <input type="text"/></p> <p>Street <input type="text"/></p> <p>Country <input type="text"/></p> <p>Mobile Phone <input type="text"/></p> <p>Email Address <input type="text"/></p>	<p>Dealer Group <input type="text"/></p> <p>AFSL Number (mandatory) <input type="text"/></p> <p>Suburb <input type="text"/></p> <p>State <input type="text"/></p> <p>Postcode <input type="text"/></p> <p>Work Phone <input type="text"/></p> <p>Fax <input type="text"/></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Adviser Fee**  
 Tick this box if you have agreed with your client and ANZ to receive adviser fees.

**Adviser Undertaking**

I undertake that:

1. I hold or I am an authorised representative of an entity that holds a current Australian Financial Services Licence and that no application has been made or is pending to vary, amend or remove this licence;
2. I hold or I am an authorised representative of an entity that holds all appropriate licences and authorities and I am accredited to sell the financial product described in the PDS;
3. I am entitled to receive the adviser fees payable to licensed financial planners or brokers if this application is approved by ANZ and I have disclosed to the Applicant(s) any adviser fees I may receive;
4. I have not held myself out to any investor(s) disclosed in this Application Form, unless I am entitled to do so by law, as being a representative of ANZ or any member of the ANZ Group;
5. I have not misrepresented the financial product described in the ANZ or misled the investor(s) disclosed in this Application Form and I have acted honestly, responsibly and lawfully in providing the financial products and services described in and associated with this Application Form;
6. I certify that the information provided on the Applicant to ANZ is consistent with my understanding of the Applicant's financial position;
7. I have, on behalf of ANZ, provided the Applicant(s) with the current PDS.

Name

Adviser Signature

ADVISER STAMP

Date (DD/MM/YYYY)



I/We wish to apply for the ANZ Argon Facility.

In the Application Form, "I" and "we" means you, the investor(s) in the ANZ Argon Facility.

PLEASE PRINT IN BLOCK LETTERS

**PART 1 — INDIVIDUAL AND JOINT APPLICANT(S)**

This part must be completed by applicants who are individuals or directors of company applicants.

**FIRST APPLICANT**

Title:  Mr  Mrs  Ms  Miss  Dr

Other

Surname

First Names

Residential Address

Suburb  State  Postcode

Length of time at address: Years

Months

Postal Address (If different from above)

Suburb  State  Postcode

Home Phone

Mobile

Work Phone

Facsimile

Email

Date of Birth (DD/MM/YYYY)

First Applicant TFN\*

Tick this box if an Exemption applies

Type of Exemption

\* Refer to TFN Acknowledgement in Part 6

If you do not wish to receive information on other products and services that may be of benefit to you, please tick this box. Please see Section 8.6 of Part B of this PDS for details on privacy and personal information.

**Identification**

Driver Licence Number

Are you an existing ANZ customer?

Yes > Please supply account information below.

No > Please complete Customer Identification Form - Refer to page 16.

ANZ Customer Registration Number (CRN)

ANZ Credit Card Number

or

Your CRN is the same as your internet banking user name.



**SECOND APPLICANT (IF APPLICABLE)**

Title:  Mr  Mrs  Ms  Miss  Dr

Surname

Residential Address

Length of time at address:      Years

Postal Address (If different from above)

Home Phone

Work Phone

Email

Date of Birth (DD/MM/YYYY)

Tick this box if an Exemption applies

*\* Refer to TFN Acknowledgement in Part 6*

*If you do not wish to receive information on other products and services that may be of benefit to you, please tick this box. Please see Section 8.6 of Part B of this PDS for details on privacy and personal information.*

**Identification**

Driver Licence Number

Are you an existing ANZ customer?

- Yes > Please supply account information below.
- No > Please complete Customer Identification Form - Refer to page 16.

ANZ Customer Registration Number (CRN)

or

ANZ Credit Card Number

Your CRN is the same as your internet banking user name.

Other

First Names

Suburb  State  Postcode

Months

Suburb  State  Postcode

Mobile

Facsimile

Second Applicant TFN\*

Type of Exemption



**PART 2 — COMPANY APPLICANT**

*This part must be completed by applicants who are companies.*

Company Name

ABN/ACN

Registered Office

Suburb  State  Postcode

Postal Address (If different from above Postal Address)

Suburb  State  Postcode

Contact Persons

1. Name

Position

Telephone

Facsimile

Email

Company TFN\*

Tick this box if an Exemption applies

Type of Exemption

*\* Refer to TFN Acknowledgement in Part 6*

*If you do not wish to receive information on other products and services that may be of benefit to you, please tick this box. Please see Section 8.6 of Part B of this PDS for details on privacy and personal information.*

**PART 3 — TRUSTEE APPLICATIONS**

*Only complete this part if you are applying as the trustee of a trust. If the trustee is a corporate trustee, please ensure details are completed in Part 2 and details of company directors are completed in Part 1. If the trustee is an individual trustee, please ensure individual details are completed in Part 1.*

Type of Trust

SMSF  Discretionary/Family  Testamentary  Other

Any Other Trust, Please Specify

Name Of Trust

ABN

Tax File Number

Superannuation Fund Number

ARSN For Registered Scheme

Country Of Establishment  Australia  Other, Please Specify



**PART 4 — ANZ DIRECT DEBIT AUTHORITY**

ANZ will direct debit monies due under the ANZ Argon Facility from the bank account specified below if and when your Transaction Request for a Note is accepted.

Direct debits are expected to be processed prior to your Note(s) being issued but may be processed on any other date in accordance with the terms of the Direct Debit Authority.

**An amount sufficient to cover your total payment obligations must be in the specified account.**

**PLEASE NOTE THAT YOU CANNOT SUPPLY A THIRD PARTY BANK ACCOUNT. THIS MEANS THAT THE BANK ACCOUNT BELOW MUST BE IN THE NAME OF THE INVESTOR MAKING THIS APPLICATION.**

**REQUEST AND AUTHORITY TO DEBIT THE ACCOUNT NAMED BELOW TO PAY ANZ**

**Request and Authority to debit**

Applicant Name

ACN / ARBN ("You")

request and authorise ANZ to arrange, through its own financial institution, for ANZ (user ID number 144263 or 144301) to debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to ANZ subject to the terms and conditions of the Direct Debit Request Customer Service Agreement. ANZ will only arrange for funds to be debited from your account if we have notified you or your financial adviser of the amount payable by you and when it is due. Such notification can be given verbally, by email or in writing.

**Insert the name and address of financial institution at which account is held**

Financial Institution Name

Address

Suburb

State

Postcode

**Insert details of account to be debited**

Name of account

BSB number

A/C Number

**Acknowledgment** By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and ANZ as set out in this Request and in your Direct Debit Request Customer Service Agreement (refer to Appendix C of this Application Form).

**Insert your signature and address**

All persons in the account name must sign. If using a joint account both signatures are required, even if you have authorised your bank to operate with one signature.

Full Name (please print)

Full Name (please print)

Signature

Signature

(If signing for a company, sign and print full name and capacity for signing eg. Director)

Address

Suburb

State

Postcode

Date (DD/MM/YYYY)

#### PART 5 — AUTHORISED REPRESENTATIVE CERTIFICATE

The applicant must complete and sign the Authorised Representative Certificate attached to this Application Form as Appendix A.

#### PART 6 — TAX FILE NUMBER (TFN) ACKNOWLEDGEMENT

I/We hereby:

1. provide my/our tax file number or exemption ("TFN") as set out in Part 1 or Part 2 of this Application Form to ANZ in connection with the ANZ Argon Facility;
2. appoint ANZ as my/our agent and authorise them to provide my/our TFN to all investment bodies with whom ANZ acts on my/our behalf;
3. request and authorise ANZ to apply my/our TFN to any investment or account which I/we may in future make or open with or through ANZ or any related company to which my TFN may be lawfully applied.

It is not compulsory for you to provide your TFN. However, if you choose not to do so, ANZ is required to deduct PAYG withholding tax from any income payable to you unless you are in an exempt category or you are making an investment under the ANZ Argon Facility in the course or furtherance of an enterprise you carry on and have provided your Australian Business Number ("ABN"). PAYG withholding tax is calculated at the highest marginal tax rate plus the Medicare Levy. ANZ will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act. This authority will apply until such time as it is revoked in writing to ANZ. This authority will apply to new investments from the date the form is processed by ANZ.

#### PART 7 - POWER OF ATTORNEY

This part of the Application Form comprises a deed, made by the Applicant(s) on the day specified at the end of this Application Form.

1. Each applicant described in Part 1 or Part 2 of the Application Form ("I/we") for valuable consideration irrevocably appoints ANZ and each of its related bodies corporate (as defined in the Corporations Act) and each of their respective directors, secretaries or officers (attorneys) jointly and each of them severally as its true and lawful attorneys. Any attorney may appoint sub-attorneys.
2. The attorneys may do in my/our name everything necessary or expedient under the Note Terms or which, in the opinion of ANZ is necessary or expedient in connection with the Exchange Assets or the protection of ANZ's interests or the exercise of the rights, powers and remedies of ANZ.
3. I/we declare that a person (including but not limited to a firm, body corporate, an incorporated association or authority) who deals with any of the attorneys in good faith may accept a written statement signed by any of the attorneys to the effect that this power of attorney has not to their knowledge been revoked as conclusive evidence of that fact.
4. I/we declare that anything the attorneys do in exercising the powers granted to them under this power of attorney will be as binding on me/us and anyone else as if I/we had done the act myself/ourselves. I/we agree to ratify and confirm whatever an attorney does under and in accordance with this power of attorney.
5. I/we authorise the attorneys to exercise the powers under this power of attorney even if this involves a conflict of duty or the attorneys (or the person known to them) have a personal interest in doing so.

#### PART 8 - DECLARATIONS AND RISK DISCLOSURE

By signing and delivering this Application Form, I/we hereby acknowledge and confirm my/our application for the ANZ Argon Facility on the terms specified in the PDS which I/we submit and I/we declare that:

- > all the information I/we have given to ANZ in, or in connection with, this Application Form is correct;
- > no proceedings are current, pending, or to my/our knowledge, threatened which could affect my/our financial position adversely;
- > I/we have read and understood the entire PDS including the Terms set out in Section 9 of the PDS and that I/we are prepared to comply with those provisions if I/we submit a Transaction Request;

I/we understand that:

- > if my/our application is approved, I/we have appointed an attorney (pursuant to the power of attorney) to execute any necessary documents on my/our behalf; and
- > I/we will then be bound by all of the Terms.

I/we acknowledge that:

- > I/we are prepared to accept the risk outlined in this PDS and all other risks associated with the ANZ Argon Facility;
- > I/we acknowledge that the ANZ Argon Facility is not a registered managed investment scheme under the Corporations Act;
- > I/we acknowledge that ANZ does not guarantee or make any representation or warranty as to, or take responsibility for, the accuracy, reliability or completeness of the information contained in this PDS;
- > I/we acknowledge that the information contained in the PDS is not investment advice or a recommendation that the ANZ Argon Facility is suitable to me/us, given my/our investment objectives, financial situation or particular needs;
- > I/we acknowledge that Section 6 of Part B of this PDS under the heading "Taxation" is provided only for the benefit of ANZ and is necessarily general in nature and does not take into account the specific taxation circumstances of me/us. I/we must seek my/our own independent advice on the taxation implications relevant to my/our own circumstances before making any investment decision;
- > if I/we were introduced to ANZ by my/our financial planner or adviser, my/our financial planner or adviser may require that all communications go through them, in which case I/we authorise ANZ to deal with my/our financial planner or adviser only and I/we agree that ANZ has no obligation to contact me/us directly whatsoever, including in the event of the Notes being terminated or varied;
- > I/we have read and understood the privacy statement in Section 8.6 of Part B of this PDS and I/we have consented and authorised ANZ to collect, use and disclose my/our personal information or information about me/us as described in, the privacy statement. Where I/we have provided information about any other individual, I/we will make that individual aware of the provisions of the privacy statement;
- > I/we have not relied in any way whatsoever on any statements made by ANZ or its related bodies corporate, agents, employees or representatives in relation to the Terms and I/we acknowledge that ANZ has not made any representations to me/us regarding the suitability or appropriateness of the Notes; and
- > I/we agree to indemnify ANZ and any other entity involved in this offering against any loss, liability, damage, claim cost or expense incurred as a result of any information, representation, declaration, statement, acknowledgment or confirmation in this Application Form being untrue or incorrect; or as a result of or in connection with my Direct Debit Authority in this Application Form.
- > I/We are not United States persons and will not be receiving a Note in the United States and not acquiring a Note for the account or benefit of a United States person. My/Our investment in a Note is not and will not become a US Account (as reasonably determined by ANZ) for the purposes of the Foreign Account Tax Compliance Act (FATCA). Notwithstanding the foregoing, if my/our investment becomes a US Account (as reasonably determined by ANZ) for the purposes of FATCA, I/we will:
  - (i) promptly notify ANZ; and
  - (ii) provide ANZ on request with any information which is necessary or desirable for ANZ to comply with any obligations it may have in connection with FATCA, and I/we acknowledge that, in accordance with the Terms of Issue, ANZ may:
    - (1) terminate any Note;
    - (2) deduct from any Note proceeds any amounts payable to the IRS in connection with me/us being a US Account holder and remit those amounts to the IRS; and
    - (3) require from me/us any information in connection with me/us being a US Account holder and to provide such information to the IRS.
- > I/We agree to ANZ collecting, using and disclosing my/our personal information set out in this Application Form in the manner described in Section 5 of this Application and the PDS. Unless you cross the box below, ANZ and other companies in the ANZ Group may use your personal information to offer you products or services that may be of interest to you.
  - I do not consent to the use of my information for this purpose.
- > If at any time I/we supply ANZ with personal information about another individual, I/we will ensure that I am/we are authorised to do so and agree to inform that individual of the matters set out in this Application Form as they relate to that individual
- > I/We consent to ANZ paying fees to my/our financial adviser based on the size of my/our Note Amount (as described in the PDS).
- > I/We understand that ANZ will hold any application monies paid by me/us to ANZ in trust prior to the issue of any financial product to me/us and any interest earned on those monies will be for the benefit of ANZ and that ANZ will not pay any interest on any amounts received to me/us.
- > All the information I/we have given to ANZ in relation to my/our Application for a Facility is complete, correct and not misleading.
- > I/We hereby authorise ANZ to complete any blanks and make any amendments or additions with respect to any part of this Application





Form on my/our behalf.

- > I/We, on the date I/we sign this Application Form, confirm the truth and accuracy of all of the representations and warranties set forth in clause 7.1 of the Note Terms.
- > I/We confirm that, if I/we are signing this Application Form under a power of attorney, the power of attorney authorises the signing of this Application Form and no notice of revocation has been received.
- > I/We agree that, if I/we are signing this Application Form in a capacity other than a personal capacity, in addition to being bound in such a capacity, to also be bound in my/our personal capacity.

**PART 9 – MY AGREEMENT WITH ANZ**

By signing this Application Form, I/we are making the following acknowledgments and declarations:

- (a) All the information I/we have given in this Application Form is correct.
- (b) I/we have read and understood the Terms and agree to comply with them.
- (c) I/we have read and understood and are prepared to accept the risks associated with the ANZ Argon Facility as outlined in the PDS.
- (d) If more than one individual is applying to invest in the ANZ Argon Facility, the obligations of each individual under the Terms are joint and several and ANZ may enforce its rights under the Terms against any one individual without reference or action against the other.

Unless notified in writing, ANZ assumes that any of the individual(s) named in Part 1 of this Application Form are authorised to invest in the ANZ Argon Facility.



**PART 10 — INDIVIDUAL SIGNATURES: EXECUTED AS A DEED**

Date of Signing (DD/MM/YYYY)

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

**FIRST APPLICANT**

Signed, Sealed And Delivered By:

Signature of Applicant

In the Presence of:

Signature of Witness

Address of Witness

Name of Applicant (please print)

Surname

First Names

Name of Witness (please print)

Surname

First Names

Suburb

State

Postcode

**SECOND APPLICANT (IF APPLICABLE)**

Signed, Sealed And Delivered By:

Signature of Applicant

In the Presence of:

Signature of Witness

Address of Witness

Name of Applicant (please print)

Surname

First Names

Name of Witness (please print)

Surname

First Names

Suburb

State

Postcode



**PART 11 — COMPANY APPLICANT: EXECUTED AS A DEED**

Signed, Sealed And Delivered By:

Name of Company

**BY:**

Signed, Sealed And Delivered By:

Signature of Director/ Sole Director and Sole Secretary  
(delete as applicable)

Name of Director/ Secretary

Signature of Director/ Secretary (delete as applicable)

Name of Director/ Secretary

**BANK USE ONLY**

Application Number

Account Number

HIN

To comply with Anti Money-laundering and Counter-Terrorism Financing Legislation (AML/CTF), ANZ has a Customer Identification Process for customers seeking banking services.

**Note:** If you currently hold an ANZ service or product (bank account, mortgage), you may not be required to complete the Customer Identification Process.

### WHAT'S REQUIRED?

1. The standard requirement is for a person to provide 2 Identity Documents (ID) which are acceptable in a number of limited combinations.
2. The relevant ID should be copied and then certified by an 'Australian Authorised Person'.

### WHAT TYPES OF DOCUMENTS CAN I USE?

**Option A:** 2 primary photographic IDs.

**Option B:** 1 primary photographic ID and 1 secondary ID.

**Note:** All documents must be current unless specified.

#### Primary IDs – Government - issued photographic ID

- > Australian Driver Licence or Learner Permit
- > Australian Passport (current or expired less than 2 years) or Foreign Passport
- > One of the following types of other photo ID:
  - Proof of age card
  - Army, Navy or Air Force
  - Dept. of Defense
  - Police
  - Australian Tertiary Institute student card
  - Firearms/shooting Licence
  - Explosive Licence
  - Waterways/Boat Licence.

**Note:** It is not acceptable to produce two forms of the same ID type (e.g. Australian Passport and an overseas Passport) or from the same issuer.

#### Secondary IDs

- > Birth Certificate
- > Australian Citizenship Certificate
- > Foreign Citizenship Certificate - translated into English if required, by a translator accredited but the National Translators and Interpreters (NTI)
- > Centerlink Pension card (e.g. Health Care card, Commonwealth Seniors Health Care card, Pensioner Concession card, Interim Concession card)
- > Another Financial Institutions passbook, debit card or credit card
- > Notice received within the last 12 months form:
  - Commonwealth , State or Territory, recording provisions of financial benefits to persons at the stated address (e.g. Medicare statement, person or family tax benefit)
  - Australian Tax Office Assessment Notice.
- > Notice received in last 3 months:
  - Utility bill (e.g. gas, electricity, phone, water)
  - Local government rates.

### WHO IS AN 'AUSTRALIAN AUTHORISED PERSON'?

The following is a list of persons authorised to certify a copy. An Authorised Person must be either be an Australian Citizen or Permanent Resident of Australia.

1. A person who is enrolled on the roll of the Supreme Court of a State or Territory or the High Court of Australia as a legal practitioner (however described).
2. A judge of a court.
3. A magistrate.
4. A chief executive officer of a Commonwealth court.
5. A registrar of deputy registrar of a court.
6. A Justice of the Peace.
7. A notary public (for the purposes of the Statutory Declaration Regulations 1993).
8. A Police officer.
9. An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public.
10. A permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public.
11. An Australian consular office or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955).
12. An officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993).
13. A finance company officer with 2 or more continuous years of service with one or more financial companies (for the purposes of the Statutory Declaration Regulations 1993).
14. An officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous years of service with one or more licences.
15. A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership.



This form must be signed by Australian Authorised Persons as detailed on page 16

**A. INDIVIDUAL'S DETAILS**

Where more than one applicant is required to provide identification, please make additional copies of this form.

Title:  Mr  Mrs  Ms  Miss  Dr Other

Surname  First Names

Residential Address  Suburb  State  Postcode

Date of birth (DD/MM/YYYY)  Occupation

If the address is not an Australian address, please state the reason for seeking a banking relationship in Australian

**B. DOCUMENTS CERTIFIED – ENSURE CERTIFIED COPIES ARE ATTACHED TO THIS FORM**

**Primary Photographic ID**

Type of Document

**Primary /Secondary ID**

Type of Document

**Warning:** It is an offense under Part 12 of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to produce false or misleading information, produce a false or misleading document or forge a document for use in an applicable customer identification procedure.

**Guidance Notes for Certified Copies**

Certified copy means a document that has been certified as a true copy of an original document by one of the authorised persons. To produce a certified copy, you should make photocopy of the original document and take the original and the copy to an authorised person.

**C. DETAILS OF AUSTRALIAN AUTHORISED PERSON**

Full name of Australian Authorised Person (no initials).

Title:  Mr  Mrs  Ms  Miss  Dr Other

Surname  First Names

Name of Organisation

Address of Organisation  Suburb  State  Postcode

Phone Number  Professional Membership Number

Signature  Date (DD/MM/YYYY)



Please circle terms as appropriate.

**AUTHORISED REPRESENTATIVE CERTIFICATE**

Name of applicant

("Applicant")

To Australia and New Zealand Banking Group Limited

[I]/[We] refer to the Application Form to which this Appendix A is attached, that constitutes the Agreement (the "Agreement") between the ANZ and the Applicant.

Terms used in this certificate that are defined in the Agreement have, unless the context otherwise requires, the same meanings as in the Agreement.

[I am]/[We are]/[a director]/[directors]/[ a director and a company secretary]/[of] the Applicant.

The schedule and attachments to this certificate are complete and up to date copies of:

1. A list of the Applicant's Authorised Representatives with the signature, or a copy of the signature, of each Authorised Representative appearing beside their name.
2. In the case of company applicants, the certificate of incorporation of the Applicant.

[I]/[We] certify that [each of] the above document[s] is complete, correct, fully in force and not subject to amendment or

**(A) SCHEDULE**

**List of Authorised Representatives**

Name (Printed)	Position (Printed)	Signature	Date of birth

Dated (DD/MM/YYYY)

Signature of Individual

Signature of Director

Signature of [Director]/[Secretary]

Signed on behalf of

by

Print name of individual

Print name of Director

Print name of [Director]/[Secretary]



*This form should be completed if you are a trustee applying for the ANZ Argon Facility and you are not providing a certified copy of your trust deed*

Name of Trust

 ("Trust")

Name of Trustee

 ("Trustee")

*This form must be provided to ANZ by you together with your Application Form if you are applying for the ANZ Argon Facility as a Trustee of a Trust.*

Send to: **ANZ Equity Markets**  
GPO Box 550  
Sydney NSW 2001

Dear Sir / Madam,

I am a solicitor holding a current unrestricted practicing certificate. I have examined the documents constituting the Trust ("the Trust Documents") purporting to establish, and relating to, the Trust.

1. The Trust appears from the Trust Documents to have been validly constituted and is subsisting at the date of this opinion.
2. The Trust Documents comprise all of the documents constituting the Trust and there has been no other amending document.
3. The Trustee appears to have been properly appointed as trustee and is the sole trustee of the Trust.
4. The Trustee is empowered and authorised by the terms of the Trust Documents examined by me to enter into and bind the Trust to the transactions contemplated by the Terms of the ANZ Argon Facility PDS dated the date specified in Part A of the PDS.
5. The terms of the Trust Documents examined by me do not restrict the right of the Trustee to be fully indemnified out of the assets of the Trust to satisfy any liability to Australia and New Zealand Banking Group Limited (or any of its related bodies corporate) properly incurred by the Trustee as trustee of the Trust arising out of the transactions contemplated by the Terms of the ANZ Argon Facility PDS dated the date specified in Part A of the PDS.
6. There is no conflict of interest or duty of the Trustee, and if the Trustee is a company, of any of its directors, which would preclude the Trustee entering into the transactions contemplated by the Terms of the ANZ Argon Facility PDS dated the date specified in Part A of the PDS.

Name of Solicitor

Solicitor's Firm

Address of Solicitor's Firm

Suburb

State

Postcode

Telephone

Facsimile

Email Address

Signature of Solicitor

Date (DD/MM/YYYY)

**OUR COMMITMENT TO YOU,****Drawing arrangements:**

We will advise you, in writing, the details of the ANZ direct debit drawing arrangements at least 2 calendar days prior to the first drawing.

Where the due date falls on a non-business day, we will draw the amount on the next business day.

We will not change the amount or frequency of drawings arrangements without giving you at least fourteen (14) days written notice.

We reserve the right to cancel the ANZ direct debit drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

**Your rights:**

You may terminate the direct debit drawing arrangement or stop payment of a drawing under the ANZ direct debit drawing arrangement at any time by giving written notice directly to us, or through your nominated Financial Institution. Notification of your intention to terminate the direct debit drawing arrangements must be received at least 7 business days prior to the due date.

You may request changes to the drawing arrangements by contacting us and advising your requirements no less than 7 business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly (that is, outside the ANZ direct debit drawing arrangements) you may take the matter up directly with us, or lodge a Direct Debit Claim through your nominated Financial Institution.

**YOUR COMMITMENT TO US,****Your responsibilities:**

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the ANZ direct debit drawings is transferred or closed.

It is your responsibility to arrange with us a suitable alternate payment method if the ANZ direct debit drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.



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The first time you wish to apply for a Note in the WOKI Series of Notes, you must complete and return this Investor Acknowledgement.  
By signing and returning this Investor Acknowledgement, you acknowledge, agree, undertake represent and warrant (as appropriate) that:

- > you have read and understood this PDS dated 23 November 2012;
- > each Note will be governed by the Product Documents and you agree to be bound by the Product Documents;
- > the final terms of a Note as set out in a Confirmation Letter may differ from those set out in a Quote Sheet;
- > each representation and warranty in clause 7 of the Note Terms remains true and correct;
- > each declaration in Part 8 of my Application Form remains true and correct;
- > an investment in a WOKI Series of Notes is an investment in a complex financial product which entails a higher degree of complexity and risk than a simple interest bearing deposit or debt instrument or a simple investment in shares or other assets; and
- > without limitation to any other acknowledgment, agreement, undertaking, representation or warranty you have given you confirm and acknowledge that you have read and understood the risk factors contained in Section 3.2 of Part A of this PDS and Section 3 of Part B of this PDS and you understand that an investment in the WOKI Series of Notes is **NOT capital protected and you may lose some or all of my initial investment.**

Date of Signing (DD/MM/YYYY)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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#### INDIVIDUAL APPLICANTS: FIRST APPLICANT

Signed, Sealed And Delivered By:

Signature of Applicant

Name of Applicant (please print)

Surname

First Names

#### INDIVIDUAL APPLICANTS: SECOND APPLICANT (IF APPLICABLE)

Signed, Sealed And Delivered By:

Signature of Applicant

Name of Applicant (please print)

Surname

First Names

#### COMPANY APPLICANT

Signed, Sealed And Delivered By:

Name of Company

LIMITED

BY:

Signed, Sealed And Delivered By:

Signature of Director/ Sole Director and Sole Secretary  
(delete as applicable)

Signature of Director/ Secretary (delete as applicable)

Name of Director/ Secretary

Name of Director/ Secretary