

WHAT YOU NEED TO KNOW

Security Investments – Negotiable Certificates of Deposit issued by the Commonwealth Bank of Australia



Product Disclosure Statement

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Issued by:

Commonwealth Bank of Australia ABN 48 123 123 124
AFSL 234945

You should read all sections of this Product Disclosure Statement
before making a decision to acquire this financial product.

CommonwealthBank



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General Information

Features at a glance

Significant benefits	Security of a fixed interest rate.
Significant risks	You may receive back less than your <i>purchase price</i> if you request the Bank to <i>repurchase</i> your investment. You are exposed to the Commonwealth Bank of Australia's credit risk.
Minimum investment amount	\$100,000.00.
Terms available	From 1 day to 185 days (other <i>terms</i> up to 2 years will be considered on request).
Interest rates	Current interest rates are available on request from your relationship manager or any branch of the Bank.
Payment of earnings	At maturity.
Fees and charges	No Bank fees or charges are applicable. For further information see Appendix A.
Withdrawals in advance of maturity	At the discretion of the Bank. May be <i>repurchased</i> partially or in full, subject to certain conditions.
Repurchase price	A <i>repurchase price</i> will be calculated by reference to the <i>repurchase</i> amount, the remaining <i>term</i> of the investment and the <i>repurchase rate</i> .

The information in this Product Disclosure Statement (PDS) is subject to change from time to time and is up to date as at the date stated on the cover. Where the new information is materially adverse information the Bank will either issue a new PDS or a supplementary PDS setting out the updated information. Where the new information is not materially adverse information we will not issue a new PDS or supplementary PDS to you, but you will be able to find the updated information on our web site commbank.com.au or you can call **13 2221**. If you ask us to, we will send you a paper copy of the information.

Purpose of a Product Disclosure Statement (PDS)

A PDS aims to provide you with enough information to help you decide whether the product will meet your needs. It also helps you to compare the product with others you may be considering.

This PDS provides information about a product called a **Security Investment – Negotiable Certificate of Deposit issued by the Commonwealth Bank of Australia** (Commonwealth Bank NCD). If you decide to invest in a Commonwealth Bank NCD, you should keep this PDS and all other documentation relating to your Commonwealth Bank NCD for future reference.

If you have any questions or wish to contact us call **13 2221** between 8am and 8pm, Monday to Friday, visit our web site at **commbank.com.au**, or call into any branch of the Commonwealth Bank of Australia (the Bank).

To assist you in understanding this PDS, the definition of some words is provided in the “Definitions” section on page 11. When used in this PDS, these words usually appear in italics.

What are Security Investments – Negotiable Certificates of Deposit issued by the Commonwealth Bank of Australia?

A Security Investment – Negotiable Certificate of Deposit issued by the Commonwealth Bank of Australia (Commonwealth Bank NCD) is a short term investment in an underlying *security* being a *negotiable certificate of deposit* (NCD) where the *term* of the *security* is for a period of 185 days or less (other *terms* up to 2 years will be considered on request). The interest rate applicable on the Commonwealth Bank NCD is determined on the *deal date* by reference to prevailing market interest rates and is fixed for the *term* of the investment.

A Commonwealth Bank NCD entitles the person in possession of it to payment, by the Commonwealth Bank of Australia, of a specified sum of money (*face value*) on a particular date (*maturity date*).

When you invest in a Commonwealth Bank NCD, the Bank will only sell you a NCD that has been issued by the Bank. The Bank currently meets the definition of a prime bank as determined by the Australian Financial Markets Association (AFMA). Refer to the “What is a prime bank?” section in this PDS for more information.

NCDs are discount *securities* meaning they are issued and on-sold to investors at a discount to their *face value*. Refer to the “How does a Commonwealth Bank NCD work?” section in this PDS for more information on how this product works.

What is a prime bank?

According to AFMA, to be considered a prime bank, a bank must:

- be an Australian Prudential Regulation Authority (APRA) Authorised Deposit-Taking Institution and classified by APRA as: an “Australian-owned Bank”; a “Foreign Subsidiary Bank”; or a “Branch of a Foreign Bank” that is authorised to carry on banking business pursuant to the Banking Act 1959 (as amended) or “comparable legislation in its country of origin”; and
- be rated by Standard & Poor’s as having a short term rating of A1+ and a long term rating of at least AA-.

It is also expected that its acceptances or *negotiable certificates of deposit* trade at the lowest benchmark yield, as determined by the market.

The lowest benchmark yield, for a given *term*, is determined with regard to the credit quality and liquidity of the underlying bank.

A listing of prime banks is accessible via the AFMA web site **www.afma.com.au** or upon request from your relationship manager or any branch of the Bank.

Who are Commonwealth Bank NCDs suitable for?

Situations in which Commonwealth Bank NCDs may be appropriate are:

- you have \$100,000.00 or more to invest;
- you are seeking an investment for a *term* of 185 days or less (other *terms* up to 2 years will be considered on request);
- you are seeking a return that is referenced to prevailing market interest rates;
- you wish to invest with the Commonwealth Bank of Australia; or
- you believe that market interest rates will remain steady or fall during the *term* of the investment.

How are interest rates determined?

The rate of interest is based on the prevailing market interest rate. The market interest rate is adjusted by a margin that reflects the following factors:

- an allowance for the Bank's business costs, both fixed and variable; and
- the Bank's profit margin.

The margin may vary from time to time due to changed market conditions and the timing of the transaction.

Details of current interest rates are available on request from your relationship manager or any branch of the Bank.

How does a Commonwealth Bank NCD work?

On the deal date

On the *deal date*, you agree with the Bank the *term* and either the *face value* or the *purchase price* of your investment as well as the interest rate that will be applied to your Commonwealth Bank NCD.

The Bank then applies the following formulae to calculate either the *purchase price* or the *face value* of your Commonwealth Bank NCD. The *purchase price* is payable by you on the *deal date*.

If you nominate a specific *face value*, the *purchase price* is calculated as follows:

$$\text{Purchase price} = \frac{\text{face value}}{1 + \left(\frac{\text{Interest rate \% per annum} \times \frac{\text{term in days}}{365}}{1} \right)}$$

If you nominate a specific *purchase price*, the *face value* is calculated as follows:

$$\text{Face value} = \text{purchase price} \times \left(1 + \left(\frac{\text{Interest rate \% per annum} \times \frac{\text{term in days}}{365}}{1} \right) \right)$$

Shortly after the *deal date* of your investment, the Bank will send you a confirmation letter disclosing that the Commonwealth Bank of Australia is the issuer of the NCD, the interest rate, *face value* and *term* of the investment.

You should retain the confirmation letter for tax purposes as the Bank will not send you an end of year summary of earnings.

The Bank will hold your NCD free of charge on a *safe custody* basis.

On the maturity date

On the *maturity date*, the Bank will pay to you the *face value* of the investment. The difference between the *purchase price* and the *face value* is the earnings on your investment.

Prior to the *maturity date*, you may contact the Bank with your instructions for the maturing Commonwealth Bank NCD. You may choose to invest in another Commonwealth Bank NCD or request the *face value* (proceeds) to be paid into your nominated bank account on the *maturity date*.

If, on the *maturity date*, the Bank has not received instructions from you, we will automatically reinvest the proceeds into a Commonwealth Bank NCD for a similar *term* at the prevailing interest rate on that day. Where a Commonwealth Bank NCD is not available, we will reinvest the proceeds into a *Security Investment – Bank Bill* that is accepted or endorsed by the Commonwealth Bank of Australia, for a similar *term* at the prevailing interest rate. The interest rate applicable on the *Security Investment – Bank Bill* is determined on the *deal date* by reference to prevailing market interest rates and is fixed for the *term* of the investment. Refer to the *Security Investments – Bank Bills* Product Information Document for more information. This document is available at commbank.com.au or upon request from your relationship manager or from any branch of the Bank.

The following examples illustrate the way the *purchase price* or *face value* of a Commonwealth Bank NCD is calculated.

Example 1*

You wish to purchase a Commonwealth Bank NCD with a *face value* of \$200,000.00 for a *term* of 90 days. The Bank quotes to you an interest rate of 4.50% per annum, which you accept. Your *purchase price* is calculated as follows:

$$\frac{\$200,000.00}{1 + \left(4.50\% \times \frac{90}{365} \right)} = \mathbf{\$197,805.18}$$

On the *deal date*, you pay the *purchase price* of \$197,805.18. On the *maturity date*, you will receive the *face value* of \$200,000.00 and your investment earnings will be \$2,194.82 (i.e. \$200,000.00 – \$197,805.18 = \$2,194.82).

* Examples are used for illustrative purposes only.

Example 2*

You have \$150,000.00 and wish to purchase a Commonwealth Bank NCD with a *purchase price* of \$150,000.00 for a *term* of 90 days. The Bank quotes to you an interest rate of 4.50% per annum, which you accept. Your *face value* is calculated as follows:

$$\begin{aligned} & \$150,000.00 \times \left(1 + \left(4.50\% \times \frac{90}{365} \right) \right) \\ & = \mathbf{\$151,664.38} \end{aligned}$$

On the *deal date*, you pay the *purchase price* of \$150,000.00. On the *maturity date*, you will receive the *face value* of \$151,664.38 and your investment earnings will be \$1,664.38 (i.e. \$151,664.38 – \$150,000.00 = \$1,664.38).

* Examples are used for illustrative purposes only.

Repurchasing a Commonwealth Bank NCD

Requests for a *repurchase* are to be submitted to your relationship manager or any branch of the Bank. Requests for a *repurchase* are at the discretion of the Bank.

Repurchases can be for a partial amount (partial *repurchase*) or the full amount (full *repurchase*) of your investment.

For a partial *repurchase*, the minimum *repurchase* amount is a *face value* of \$25,000.00, and a residual balance of a minimum *face value* of \$50,000.00 must be maintained. The residual component of your Commonwealth Bank NCD will continue to earn the original interest rate.

For a *repurchase*, the Bank will calculate a *repurchase price* payable to you. The *repurchase price* will be calculated using a *repurchase rate*, which has been determined by the Bank based on the following factors:

- *face value* to be *repurchased*;
- prevailing market interest rates on the *repurchase date*;
- remaining *term* to maturity;
- the cost incurred by the Bank to settle your *repurchase*; and
- the status of the issuing bank (being the Commonwealth Bank of Australia) on the *repurchase date* (i.e. whether we are defined as a prime bank or a non-prime bank).

The *repurchase* price is calculated as follows:

Repurchase price =

$$\frac{\text{face value being repurchased}}{1 + \left(\frac{\text{repurchase rate \% per annum}}{365} \times \text{remaining term to maturity in days} \right)}$$

Depending on the factors mentioned above, on the *repurchase* date you may receive a *repurchase* price that is:

- equal to your *purchase price*; or
- less than your *purchase price*; or
- more than your *purchase price*.

The Bank will notify you verbally of the *repurchase* price as soon as practicable after making this calculation. If you accept the *repurchase* price, the Bank will then send you a letter confirming the details of your *repurchase*.

Example 3*

Following on from Example 1, you originally purchased a 90 day Commonwealth Bank NCD with a *face value* of \$200,000.00 at an interest rate of 4.50% per annum. The *purchase price* was \$197,805.18.

You request the Bank to *repurchase* your investment in full with 30 days remaining until the *maturity date* and the Bank agrees to your request.

Market interest rates have risen since the *deal date* and the Bank calculates a *repurchase* rate of 5.10% per annum.

The *repurchase* price is calculated as follows:

$$\frac{\$200,000.00}{1 + \left(5.10\% \times \frac{30}{365} \right)} = \mathbf{\$199,165.14}$$

On the *deal date*, you paid \$197,805.18 for the investment. On the *repurchase* date, you receive \$199,165.14, therefore your earnings on the Commonwealth Bank NCD will be \$1,359.96 (i.e. \$199,165.14 – \$197,805.18 = \$1,359.96).

* Examples are used for illustrative purposes only. The actual *repurchase* price of your *repurchase* will depend on prevailing market interest rates on the *repurchase* date. Although in this example your earnings are positive, your earnings could be negative depending on interest rate movements. In the event of a *repurchase*, the actual rate of return on your investment is impacted by the *repurchase* rate and the period for which the Commonwealth Bank NCD was held and may vary from the original expected rate of return.

What are the significant benefits of a Commonwealth Bank NCD?

Benefits include:

- your interest rate is set by reference to prevailing market interest rates and is fixed for the *term* of your investment;
- a wide range of *terms* are available ranging from 1 day to 185 days (other *terms* up to 2 years will be considered on request);
- no transaction or account keeping fees are applicable (refer to Appendix A for more information);
- the Bank will hold your Commonwealth Bank NCD on a *safe custody* basis free of charge;
- you are protected against falling interest rates during the *term* of your investment; and
- your investment is with the Commonwealth Bank of Australia.

What are the significant disadvantages of a Commonwealth Bank NCD?

Disadvantages include:

- you may not be able to invest to the exact *maturity date* that you require as *terms* are subject to the availability of Commonwealth Bank NCDs on issue;
- you cannot benefit from increases in market interest rates that may occur during the *term* of the Commonwealth Bank NCD as your interest rate is fixed for the *term*;
- requests to the Bank for a *repurchase* are subject to the Bank’s discretion; and
- in the event of a *repurchase*, you may receive back less than your *purchase price* (refer to the “Repurchasing a Commonwealth Bank NCD” section for more information).

What are the significant risks?

Interest rate markets may be volatile. Investments in these markets may involve actual losses if you request the Bank to *repurchase* the Commonwealth Bank NCD prior to maturity. Monitoring of any risks associated with this product is *your* responsibility.

Market risk

Market risk is the risk that prices including interest rates will move adversely. As the rate of return that you receive on your Commonwealth Bank NCD and the *term* of the investment are both fixed, you forgo the opportunity to benefit from any rise in market interest rates during the *term*.

You should ensure that you are able to monitor and value the relevant interest rate movements when investing in a Commonwealth Bank NCD. The Bank may be dealing on its own account in interest rate markets and such dealings may influence interest rates.

Credit risk

Credit risk is common to all investment products that you may hold with the Bank. In all cases, you are reliant on the ability of the bank issuing the NCD to meet their obligations to you for this product. In this case, the NCD is issued by the Commonwealth Bank of Australia, and so the obligation to pay to you the *face value* at maturity lies with the Commonwealth Bank of Australia.

Legal Risk

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

This means that if the Bank is aware that you are a proscribed person or entity, then the Bank may be required to suspend, cancel or refuse you services or close or terminate any account, facility, transaction, arrangement or agreement with you. We may also be required to freeze assets of yours. You could incur significant costs as a result of these actions.

Change in prime bank status

If you choose to invest in a Commonwealth Bank NCD, there is a risk that the status of the Bank may

change from being a prime bank to a non-prime bank during the *term* of the investment. This may affect you if you seek a *repurchase* of your Commonwealth Bank NCD prior to the *maturity date*.

In the case of a repurchase

In the case of a *repurchase* of your Commonwealth Bank NCD, the *repurchase price* payable to you may be less than your *purchase price* due to interest rate movements and the *term* you held your investment for. Additionally, any change in the Bank's prime bank status, that has taken place since the *deal date*, could result in a higher *repurchase rate* than otherwise would have been offered to you. For more details, see the section on "Repurchasing a Commonwealth Bank NCD" in this PDS.

These are the most significant risks. However, there may be other considerations that are relevant to you should you invest in a Commonwealth Bank NCD. You should obtain your own independent professional advice to determine whether the investment is appropriate to your particular circumstances.

How do I invest in a Commonwealth Bank NCD?

To invest in a Commonwealth Bank NCD, contact your relationship manager or any branch of the Bank.

Shortly after the *deal date*, the Bank will send you a letter to confirm the details of your investment.

Opening a Commonwealth Bank NCD is conditional upon;

- You providing the Bank with the necessary identification information it requires; and
- The Bank carrying out any necessary verification check(s).

In opening this account you acknowledge that the name of the individual person given to the Bank are true and correct and that the law prohibits the use of false names, as well as the giving, use or production of false names and misleading information or documents in connection with provision of financial services and the making, possession or use of a false document in connection with an identification procedure.

How do I set up an account operating authority for non-personal NCDs?

When you open a Commonwealth Bank NCD, you are required to provide us with the following Account Operating Authority ('the Authority') details:

- (i) all signatories who are authorised to operate on the Commonwealth Bank NCD, and
- (ii) the method of operation eg any one to sign, any two to sign, the Treasurer plus one to sign etc.

We will act upon this Authority until you vary or cancel it. If you wish to vary the Authority by changing (i) or (ii) above, or cancel the Authority, you must give notice in writing to the Branch where the account is conducted. Upon receiving such notice, the Authority will be varied or cancelled. All instructions dated prior to and presented for payment after the receipt of such notice in writing, will be honoured for payment.

Any instructions given by you in accordance with the Authority will be relied on by the Bank. We will not be liable for any loss or damage you, or anyone else, suffers where the Bank acts on those instructions in good faith, unless it is proved that the Bank was negligent. Where the Bank agrees to supply services to you as a consumer, as defined in the Australian Securities and Investments Commission Act 2001 ('the Act'), then the Bank's liability will be determined in accordance with the Act. However, to the extent permitted by the Act, any such liability of the Bank is limited to the cost of supplying services again.

Scope of account operating authority

The signatories who are authorised to operate the account in accordance with the specified method of operation, may act on the account and deal with the Bank in the following manner:

- Withdraw moneys in any manner;
- Make arrangements with the Bank on all matters relating to the issue of Encashment Authorities, Documentary Credits and authorities to negotiate;
- Change the mailing address;
- Open new account/s with the Bank, provided they have the same authorised signatories and method of operation as the Account Operating Authority;
- Obtain statements of account and any information required concerning the account/s generally; and

- Endorse cheques, bills, promissory notes or other instruments payable to the order of the Account Holder or if this is a joint account, payable to any one or more of you and intended for collection, discount or negotiation and credit of proceeds to your account/s.

What are the costs involved in a Commonwealth Bank NCD?

There are no Bank fees or charges applicable to this product.

Refer to Appendix A in this PDS for more information on fees and Government taxes.

Are there any tax implications I should be aware of?

Investing and dealing with investments has tax and often social security implications. These can be complex and are invariably particular to your circumstances. Investment income in the form of earnings on a Commonwealth Bank NCD is generally taxable income. You should discuss the timing and derivation of this income with your independent professional tax adviser.

If you are a non-resident, the Bank is obliged by law to deduct non-resident withholding tax from the earnings on your investment.

What if I have a complaint?

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

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

- our web site at:
commbank.com.au/contactus/comment.asp;
- telephone **1800 805 605**;
- facsimile **1800 028 542**; or
- writing to:
Customer Relations
Commonwealth Bank
Reply Paid 41
Sydney NSW 2001

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

Financial Ombudsman Service Limited
GPO Box 3
Melbourne Victoria 3001
Telephone **1300 780 808**
Facsimile **03 9613 6399**
Website **www.fos.org.au**

Code of Banking Practice

The relevant provisions of the Code of Banking Practice apply to your Commonwealth Bank NCD if invested in by an individual, or by a small business customer. The Code is a voluntary code of conduct which sets standards of good banking practice for us to follow when dealing with you.

The Better Banking Book contains useful information on a range of banking matters. These include the rights and obligations that arise out of the banker and customer relationship, account opening procedures, the Bank's obligations regarding confidentiality of your information, complaint handling procedures, bank cheques, the importance of you informing the Bank promptly when you are in financial difficulty, and the importance of you reading the terms and conditions to any banking service provided to you or in which you are interested.

Copies of the Code of Banking Practice and The Better Banking Book are available at **commbank.com.au** or upon request from your relationship manager or any branch of the Bank.

Customer information and privacy

Collection and verification of customer information

"Customer information" is information about a customer. It includes personal information.

The law requires us to identify our customers. We do this by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information helps to protect against identity theft, money-laundering and other illegal activities.

We use your customer information to manage our relationship with you, provide you with the products and services you request and also tell you about the products and services offered by the Commonwealth Bank Group ("Group"), affiliated providers and external providers for whom we act as agent. If you have given us your electronic contact details, we may provide marketing information to you electronically.

The collection and verification of customer information may be carried out in different ways and we will advise you of the most acceptable methods of doing this. We may disclose your customer information in carrying out verification – e.g. we may refer to public records to verify information and documentation, or we may verify with an employer that the information you have given us is accurate.

Depending on whether you are an individual or an organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address. If you are commonly known by 2 or more different names, you must give us full details of your other name or names.

For instance, if you are a company, we may collect and verify information, including company incorporation and registration details, as well as details of the company's officers and its major shareholders.

If you are acting as a trustee, we may ask you for, amongst other things, information on the beneficiaries of the trust and evidence of the existence of the trust.

If you are a partnership, we may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.

For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.

In addition, during your relationship with us, we may also ask for and collect further information about you and about your dealings with us.

You must provide us with accurate and complete information. If you do not, you may be in breach of the law and also we may not be able to provide you with products and services that best suit your needs.

Protecting customer information

We comply with the National Privacy Principles as incorporated into the Privacy Act 1988 (Cth).

We disclose customer information to other members of the Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers. It also enables other members of the Group to provide you with information on their products and services.

Other disclosures

At common law, banks are permitted to disclose customer information in the following circumstances:-

- (a) where disclosure is compelled by law; or
- (b) where there is a duty to the public to disclose; or
- (c) where our interests require disclosure; or
- (d) where disclosure is made with your express or implied consent.

So that we can manage our relationships, customer information may be disclosed to:

- brokers and agents who refer your business to us;
- any person acting on your behalf, including your financial adviser, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;
- financial institutions who request information from us if you seek credit from them;
- if you have borrowed from the Bank to purchase property valuers and insurers (so that the Bank can obtain a valuation of your property, and confirm that it is insured);
- if you have insurance: medical practitioners (to verify or clarify, if necessary, any health information you may provide), claims investigators and reinsurers (so that any claim you make can be assessed and managed), insurance reference agencies (where the Bank is considering whether to accept a proposal of insurance from you and, if so, on what terms); and
- organisations to whom we may outsource certain functions.

In all circumstances where our contractors, agents and outsourced service providers become aware of customer information, confidentiality arrangements

apply. Customer information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may be required to disclose customer information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

We may send customer information overseas if:

- that is necessary to complete a transaction, or
- we outsource certain functions overseas.

We may also be permitted, as distinct from required, to disclose information in other circumstances. For more information, please refer to our Privacy Policy.

Access to your personal information

The law allows you (subject to permitted exceptions) to access your personal information. You can do this by contacting:

Customer Relations
Commonwealth Bank
Reply Paid 41
Sydney NSW 2001

We may charge you for providing access.

Further information

For further information on our privacy and information handling practices, please refer to the Group's Privacy Policy, which is available at commbank.com.au or upon request from any branch of the Bank.

Definitions

the “Bank”; “our”; “us”; “we”

Commonwealth Bank of Australia
ABN 48 123 123 124.

“bill of exchange” or “bill”

A negotiable instrument regulated by the Bills of Exchange Act 1909 (Cth).

“deal date”

The date on which you enter into a Commonwealth Bank NCD with the Bank.

“face value”

The amount payable to you on the *maturity date* of a Commonwealth Bank NCD.

“maturity date”

The date on which your Commonwealth Bank NCD ends and the *face value* becomes available to you.

“negotiable certificate of deposit”

A financial instrument issued by a bank as a means of raising funds.

“purchase price”

The cost of the Commonwealth Bank NCD to the customer.

“repurchase”

Where you wish to redeem all or part of your Commonwealth Bank NCD prior to the *maturity date* you may request the Bank to buy back from you all or part of the *face value* of your Commonwealth Bank NCD.

“safe custody”

An arrangement where the Bank agrees to hold a *security* purchased by you on your behalf.

“security(ies)”

A *negotiable certificate of deposit* that is issued by the Commonwealth Bank of Australia.

“Security Investments – Bank Bills”

A short term investment in a *bill of exchange* that is either accepted or endorsed by the Commonwealth Bank of Australia, where the *term* of the *bill* is for a period of 185 days or less.

“term”

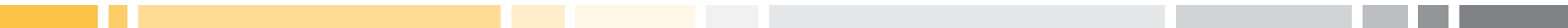
The period from the *deal date* to the *maturity date*.

“you”; “your”

The customer who is the person or persons or entity in whose name the Commonwealth Bank NCD is held.

APPENDIX A

Fees and Government taxes



Bank fees

There are no transaction or account keeping fees as the interest rate has been adjusted by a margin that reflects the costs incurred.

Some related products and services, such as bank cheques and telegraphic transfers, will incur a separate fee. These fees will be set out in the PDS, terms and conditions or fees and charges brochures for these other products and services.

Government taxes

If you are a non-resident, the Bank is obliged by law to deduct non-resident withholding tax from the earnings on your investment.

Your Commonwealth Bank NCD may also be subject to Government taxes and duties (if any). These may vary from State to State.



