

Capital Series



This document is a Supplementary Product Disclosure Statement to the Product Disclosure Statement (PDS) of two parts:

- the first dated 27 October 2008 (Part 1); and
- the second dated 23 February 2009 (Part 2),

for the offer of Capital Series *Australia II* investments.

The issuer of the PDS and this Supplementary Product Disclosure Statement is Commonwealth Bank of Australia (ABN 48 123 123 124).

This Supplementary Product Disclosure Statement should be read together with the PDS. Investors who are considering applying should note the following when considering the PDS.

1. Details of the Investment

Section 1 (“Details of the Investment”) of Part 1 of the PDS is amended:

- (a) by inserting a new Section 1.22 in the form set out in Schedule 1 of the Supplementary Product Disclosure Statement and renumbering the subsequent existing Sections (starting with Section 1.22 (“What are the costs?”) accordingly; and
- (b) by adding the following paragraph to the end of Section 1.1 (“What is Capital Series?”):

“The Capital Series is classified as a “security” under the Corporations Act because it gives you an equitable beneficial interest (the “Beneficial Interest” as more particularly defined in the Nominee Deed) in a fraction of the Nominee Security for the duration of the investment.

The Nominee Security is held by the Nominee for Investors for the term of the investment and your Beneficial Interest in it cannot be dealt with separately to the rest of the Capital Series (i.e. they form a single package of rights and obligations). So if an Investor transfers its Capital Series interest under clause 13.11 of the Terms of Sale, the Investor’s Beneficial Interest will automatically be transferred along with it to the transferee.

The Nominee Security is 1 ordinary share in the capital of [BHP Billiton Limited].”

2. Terms of Sale

Section 6 (“Terms of Sale”) in Part 1 of the PDS is amended as follows.

A new clause 2.4 is inserted and the following paragraph is added:

“2.4 Interest in the Nominee Security

Entry into Capital Series with us gives you a Beneficial Interest in a fraction of the relevant Nominee Security in accordance with the Nominee Deed. You irrevocably agree and acknowledge you are bound by the terms of the Nominee Deed.”

Clause 3.6 is deleted in its entirety and replaced with the following:

“3.6 Satisfaction of obligations

Upon delivery of the Delivery Parcel to you in accordance with clause 3.4 or payment by us or our nominee (on behalf of us) to you of the Sale Proceeds in respect of the Delivery Parcel under clause 3.5(iii):

- (a) our obligations to you under these Terms of Sale are satisfied and discharged; and
- (b) your interest in the relevant Nominee Security is extinguished in accordance with the terms of the Nominee Deed.”





Clause 3.9 is deleted in its entirety and replaced with the following:

“3.9 Default under Capital Investment Loan or Interest in Advance Loan

If you are in default under your Capital Investment Loan or Interest in Advance Loan, at maturity or on Early Termination you are deemed to have elected to use our Delivery Asset Sale Service and:

- (a) you authorise us to apply the Sale Proceeds against your obligation to repay your Capital Investment Loan and your Interest in Advance Loan (if applicable); and
- (b) your interest in the relevant Nominee Security is extinguished in accordance with the terms of the Nominee Deed.”

Clause 8.3(c) is deleted in its entirety and replaced with the following:

- “(c) If:
- (i) subject to clause 8.3(d) and 8.3(e), you have elected to accept physical delivery of the Delivery Parcel then after the Delivery Parcel is physically delivered to you under clause 3.4(i); or
 - (ii) we (or our nominee) pay you the relevant amount in respect of the Delivery Parcel under clause 3.5(iii),
- all of our obligations to you under these Terms of Sale are deemed to be satisfied in full and we are discharged from our obligations under these Terms of Sale and your interest in the relevant Nominee Security is extinguished in accordance with the terms of the Nominee Deed.”

Clause 8.3(e)(iii) is deleted in its entirety and replaced with the following:

- “(iii) we will pay you an amount equal to the Early Termination Value less the Early Termination Fee payable by you to us, subject to the terms and conditions of your Capital Investment Loan, and you authorize us to apply such amount against your obligation to repay the Capital Investment Loan and upon such payment your interest in the relevant Nominee Security is extinguished in accordance with the terms of the Nominee Deed.”

Clause 13.11 is deleted in its entirety and replaced with the following:

- “13.11 Assignment and transfer of interests
- (a) We may transfer our rights and obligations under these Terms of Sale at any time by giving you notice.
 - (b) You may, with our prior written consent:
 - (i) transfer (whether in law, in equity or otherwise) your rights and obligations under these Terms of Sale; or
 - (ii) create any encumbrance, charge, trust or fiduciary obligation in relation to your rights and obligations under these Terms of Sale,and any action that purports to do so without our prior written consent is invalid, void and without effect as between you, us and any third party.
- Your interest in the relevant Nominee Security is, in accordance with the terms of the Nominee Deed, automatically transferred to the relevant transferee if you transfer in any way your rights and obligations under these Terms of Sale.”

The following definitions are inserted in clause 14.1:

“**Nominee** means Share Direct Nominees Pty Limited (ABN 56 006 437 065);

Nominee Deed means the document entitled “Capital Series Nominee Deed” to be executed by the Nominee prior to the date of the [Supplementary PDS];

Nominee Security has the meaning given to that term in the Nominee Deed;”



3. Key dates and information

Section 1 (“Key dates and information”) of Part 2 of the PDS is deleted in its entirety and replaced with the following:

Closing Date	15 April 2009
Start Date	28 April 2009
Acceptance Notices mailed	12 May 2009
Maturity Date	4 November 2014
Trade Date	11 November 2014
Settlement Date	14 November 2014

4. Commissions

Section 2.10 (“What commission will my adviser receive?”) of Part 2 of the PDS is deleted in its entirety and replaced with the following:

“2.10 What commission will my adviser receive?

We may pay commission out of our own funds of:

- up to 2.20% (including GST) upfront on the Investment Amount for Capital Series *Australia II*; and
- up to 0.55% (including GST) per annum on the Loan Balance under the Capital Investment Loan,

to any broker or financial planner or other financial intermediary who introduces you to us. We may also pay promotional and marketing fees to them from time to time out of our own funds.”

5. Taxation

Section 5 (“Further tax consideration”) of Part 2 of the PDS is amended by adding the adding the following paragraph to the end of the section:

“Greenwoods & Freehills Pty Limited have also confirmed that the holding by the Nominee of the Nominee Security for Investors should not change the indicative tax treatment for Investors as set out in Section 4 (“Taxation”) in Part 1 of the PDS.”

PLEASE PROPERLY COMPLETE AND SIGN THE ACKNOWLEDGEMENT NOTICE SET OUT IN ANNEXURE A OF THIS SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT AND RETURN IT WITH YOUR COMPLETED APPLICATION FORM. WE WILL NOT ACCEPT ANY APPLICATION FORMS WHICH DO NOT INCLUDE THE PROPERLY SIGNED AND COMPLETED ACKNOWLEDGEMENT NOTICE.

Should you have any questions regarding this Supplementary PDS, please contact your adviser or call us on 13 15 20.



Schedule 1

1.22 Nominee Deed

This is a summary of some of the key terms of the Nominee Deed. It does not purport to be a comprehensive summary of the relevant terms of the Nominee Deed. It highlights particular provisions that we encourage you and other prospective Investors to consider in detail and discuss with professional advisers. A copy of the Nominee Deed is available free of charge to prospective applicants and investors in the Capital Series. Clause references are to clauses in the Nominee Deed.

Trust

The Nominee will hold each item of trust property on the terms of the Nominee Deed on trust for the Beneficiaries solely. The trust property is comprised of the Nominee Security and the Beneficiaries of the trust are:

- (a) in respect of income relating to the Nominee Security, us; and
- (b) in all other respects, you.

The trust will terminate on the earlier of the date on which all Capital Series have been discharged (or any other date determined by us and notified to the Nominee), and the day before the date 80 years from the date of the Nominee Deed.

It is a term of the trust that no encumbrance may be created, arise or continue to exist over the trust property.

Beneficial Interest

Each Investor has an equitable beneficial interest in the Nominee Security (the “**Beneficial Interest**”, as more particularly defined in the Nominee Deed) which is subject to the terms of the Nominee Deed.

Neither the Capital Series nor the Beneficial Interest in the trust property held by you confers or entitles you or any other Investor to:

- (a) any right to require the transfer to it of any of the Nominee Security;
- (b) any further assurance of that Beneficial Interest beyond that resulting from the Terms of Sale and the Nominee Deed;
- (c) receive notices of meetings of the issuer of the Nominee Security, attend, speak or vote at any meetings of members of the issuer of the Nominee Security, or require the Nominee to do so; or
- (d) otherwise control the transfer or disposal of the trust property.

Voting by the Nominee

The Nominee must not cast any vote in respect of the Nominee Security comprised in the trust property. The Nominee must not dispose of the Nominee Security for the duration of the Trust except that the Nominee may:

- (a) deposit certificates for the Nominee Security with a custodian; and/or
- (b) hold uncertificated shares in the name of a custodian,

where required for compliance with our obligations under the Terms of Sale in relation to Capital Series or as otherwise expressly permitted by the Nominee Deed.

Entitlements to Dividends

If a Dividend is paid, the Nominee must pay the Dividend directly to us as soon as possible after receipt in the form of cleared funds. You have no entitlement to any Dividends. Neither we nor the Nominee has any obligation to accept or participate in any dividend reinvestment plans on behalf of you or any other investor.





Corporate Actions and Takeover Bids

In the event of a corporate action or a takeover bid, the Nominee may (at our direction) take (and will not be liable for) any reasonable action in respect to the corporate action or takeover bid. This might include substituting the Nominee Security for some other security.

In particular, if a takeover bid is made or announced for any Nominee Security, the Nominee will not accept that takeover bid, will be under no obligation to communicate any information or document it receives in connection with that takeover bid to any Beneficiaries and will have no other obligation to any person in connection with that takeover bid.

Occurrence of disposal event

If a disposal event occurs and the Nominee is obliged to dispose of the Nominee Security, the Nominee must take all reasonable steps to determine which securities will be sold and to sell the securities in accordance with that obligation. Upon completion of a sale of a Nominee Security the proceeds of any sale made upon a disposal event will be applied at our direction to acquire a substitute Nominee Security.

Extinguishment and transfer of Beneficial Interest of Investor

Upon the occurrence of an extinguishment event, your Beneficial Interest in the Nominee Security is automatically extinguished in full and you will no longer have any interest, right or claim to or in respect of the Nominee Security or the other trust property. An extinguishment event happens when any event or circumstance referred to in Section 3.6 ("Satisfaction of obligations"), Section 3.9 ("Default under the Capital Investment Loan or the Interest in Advance Loan") or clause 8.3 ("Procedure for Early Termination") occurs.

If an Investor transfers any of the Investor's rights or obligations under the Terms of Sale in accordance with clause 13.11 ("Assignment and transfer of interests") of the Terms of Sale, then automatically upon such transfer the Investor's related Beneficial Interest will be transferred to the relevant transferee.

Delegation

The Nominee may authorise any person(s) to act as its delegate (in the case of a joint appointment, jointly and severally) to hold title to the Nominee Security, perform any act or obligation or exercise any discretion within the Nominee's power. The delegate may be an associate of the Issuer or the Nominee.

Retirement

The Nominee must retire as the trustee of the trust when required to retire by the operation of law. The Nominee may retire by giving 30 days notice to us or any shorter notice period we accept. We may also remove the Nominee in accordance with the Nominee Deed. In either case, we appoint the replacement.

Limitation on liability

The Nominee does not have any obligations or duties in respect of the trust, the Capital Series, the Nominee Security, the trust property or anything in relation to them except as expressly set out in the Nominee Deed. If the Nominee acts in good faith and without wilful default or negligence in endeavouring to perform its obligations under the Nominee Deed, it is not responsible to you or any other investor for any loss suffered in respect of the trust including in case of a breach of an obligation imposed on the Nominee.

The liability of the Nominee in relation to the trust is in any case limited to the trust property.

Exercise of discretion

The Nominee need not act except when required to do so by the Nominee Deed. The Nominee need not consult with your or any other Investor before acting, giving any consent, approval or agreement or making any determination under the Nominee Deed except if it expressly provides otherwise.





Further obligations

Notwithstanding any other provision of the Nominee Deed the Nominee is not required to do or to omit to do anything or to incur any liability unless the Nominee's liability is limited in a manner satisfactory to the Nominee, the Nominee will not be under any obligation to advance or to use its own funds for the payment of any costs, expenses or liabilities, the Nominee is not required to keep itself generally informed as to the circumstances or activities of the issuer of the Nominee Security, the Issuer or any other person, including their compliance with their obligations in connection with the Nominee Deed, the Capital Series or the Nominee Security and a liability or obligation of the Nominee arising under the Nominee Deed is strictly limited to the extent to which (and can be enforced against the Nominee only to the extent to which) the Nominee is actually indemnified for the liability by the Issuer or the liability or obligation can lawfully be satisfied in accordance with the Nominee Deed out of the Nominee Security in respect of the Trust.

Reimbursement of outgoings

All costs, fees, expenses and liabilities reasonably and properly incurred by the Nominee in connection with the Trust or in performing its obligations under the Nominee Deed are payable or reimbursable by the Issuer.

Investors must pay all transfer tax and other charges including a goods and services tax, if any, and any taxes payable by the Nominee in connection with the ownership, transfer, termination and/or maturity of a Capital Series.

Statements, accounts and audit

The Nominee is not required to prepare and lodge consolidated accounts and financial and taxation returns unless it is required by law to do so.

Amendments to deed

The Issuer and the Nominee may together by supplemental deed amend the Nominee Deed if one or more of the following applies:

- (a) the amendment is necessary to rectify any defect, manifest error or ambiguity in the terms of the Nominee Deed where the amendment is not materially prejudicial to the interests of Investors;
- (b) the terms of the amendment are authorised by us; or
- (c) the terms of the amendment are necessary in the opinion of the Nominee and the Issuer to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Capital Series).

Product Disclosure Statement (Part 2 of 2)
Issue date 23 February 2009

Capital Series *Australia II*

A NEW DIMENSION IN STRUCTURED INVESTMENTS



Disclosures and important information

This Product Disclosure Statement ("PDS") is comprised of two parts:

- Part 1 Dated 27 October 2008**
Contains general information relating to Capital Series, the Terms of Sale and the Terms and Conditions of the Commonwealth Bank Capital Investment Loan and Interest in Advance Loan.
- Part 2 Dated 23 February 2009**
Contains details of the Strategies, including information regarding the Underlying Portfolio and the methods used in calculating the Maturity Value of the Strategies. Part 2 also contains the costs associated with an investment in Capital Series and the Application Form.

This is Part 2 of this PDS. If you have not received both parts, please contact your financial adviser or call us on **13 15 20**. In relation to any Strategy, Part 2 of this PDS may amend or vary any statement or provision in Part 1 of this PDS. In this case, Part 2 of this PDS prevails. You should read both parts of this PDS (Part 1 and Part 2 together are referred to as the "PDS") before deciding whether to invest in Capital Series.

This PDS has been prepared by Commonwealth Bank of Australia ("Commonwealth Bank"), the issuer of Capital Series. This PDS does not constitute an offer for sale or issue of any securities by Commonwealth Bank that requires disclosure under Chapter 6D of the Corporations Act 2001 (Cth).

Terms of Sale: Investments in Capital Series are not bank deposits. They are contracts entered into between Investors and Commonwealth Bank on the terms set out in the Terms of Sale. It is important that Investors read the Terms of Sale in full which are contained in pages 40 to 56 in Part 1 of this PDS.

Definitions: Capitalised words and phrases which are used in this PDS have the meaning given to those words and phrases as set out in the Definitions in the Terms of Sale, the Schedule of Terms and the Terms and Conditions of the Loan.

Investment Decisions: It is impossible in a document of this type to take into account the investment objectives, financial situation and particular needs of each reader. Accordingly, nothing in this PDS should be construed as a recommendation by Commonwealth Bank, or any associate of it or any other person concerning investment in Capital Series, the Delivery Asset or any other security. Readers should not rely on this PDS as the sole or principal basis of a decision to invest in Capital Series, the Delivery Asset or any other security and should seek independent financial and taxation advice before making a decision whether to invest in Capital Series. No person is authorised by Commonwealth Bank to give any information or to make any representation not contained in this PDS. Any information or representation not contained in this PDS must not be relied upon as having been authorised by or on behalf of Commonwealth Bank. Nothing in this PDS is, or may be relied upon as, a representation as to the future performance of Capital Series or of any Reference Asset or the Delivery Asset.

Preparation of this PDS: Commonwealth Bank has taken all reasonable care to ensure that the information contained in this PDS is true and accurate in all material respects and that, to the best of its knowledge and belief, such information does not omit anything likely to affect its scope. Commonwealth Bank has prepared this PDS only from publicly available information, which Commonwealth Bank has not verified. No Relevant Asset Provider has been a party to its preparation or furnished any information specifically to Commonwealth Bank for the purpose of its preparation.

Changes to Information in this PDS: This PDS is current at the time of issue. Information in this PDS is subject to change from time to time. Where information is not materially adverse to Investors, Commonwealth Bank will update the information by posting a notice on its website at www.commsec.com.au. You can request a paper copy of updated information by telephoning **13 15 20**.

Withdrawal of Applications: If you have lodged an Application for Capital Series, and you wish to withdraw your Application, you may withdraw your Application at any time prior to the Closing Date. After the Closing Date, if you withdraw your Application for Capital Series, the Early Termination provisions will apply.

Jurisdiction and Selling Restrictions: This PDS is not an offer or invitation in relation to Capital Series in any place outside Australia.

Registration with the Australian Securities and Investments Commission: This PDS has not been lodged with the Australian Securities and Investments Commission ("ASIC") and is not required by the Corporations Act 2001 (Cth) to be lodged with ASIC. ASIC takes no responsibility for the contents of this PDS.

Capital Investment Loan and Interest in Advance Loan: A Capital Investment Loan is available from Commonwealth Bank to fund your Investment Amount. An Interest in Advance Loan is available from Commonwealth Bank to pay the yearly interest in advance due and owing under a Capital Investment Loan. The Capital Investment Loan and Interest in Advance Loan (each a "Loan") are products of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945 administered by its wholly owned subsidiary Commonwealth Securities Limited ("CommSec") ABN 60 067 254 399 AFSL 238814. Applications for the Capital Investment Loan and Interest in Advance Loan are subject to Commonwealth Bank's credit approval process.

You are not required to obtain a Capital Investment Loan to make an investment in Capital Series. You can use your own funds or other loan funds. If you are considering a Capital Investment Loan from Commonwealth Bank to fund your investment in Capital Series, then you should read Section 2 in Part 1 of this PDS. You must also ensure you understand your obligations under the Terms and Conditions of the Loan, which are contained in Section 7 in Part 1 of this PDS, before deciding whether to apply for a Capital Investment Loan.

If you choose to prepay in advance the yearly interest due and owing under a Capital Investment Loan, you are not required to obtain an Interest in Advance Loan. You can use your own funds or other loan funds. If you are considering an Interest in Advance Loan, you must obtain a Capital Investment Loan. You should read Section 2 and Section 3 in Part 1 of this PDS and you must ensure you understand your obligations under the Terms and Conditions of the Loan, which are contained in Section 7 in Part 1 of this PDS, before deciding whether to apply for an Interest in Advance Loan.

No cooling-off rights apply to an Application for a Capital Investment Loan or an Interest in Advance Loan. This means that, in most circumstances, you cannot withdraw an Application once it has been made.

You should not rely on Section 2 or Section 3 in Part 1 of this PDS and the Terms and Conditions of the Loan as the sole or principal basis of a decision to apply for a Capital Investment Loan or Interest in Advance Loan and should seek independent financial and taxation advice before making a decision.

No person is authorised by Commonwealth Bank to give any information or to make any representation not contained in Section 2 or Section 3 in Part 1 of this PDS and the Terms and Conditions of the Loan. Any information or representation not contained in Section 2 or Section 3 in Part 1 of this PDS and the Terms and Conditions of the Loan must not be relied upon as having been authorised by or on behalf of Commonwealth Bank. Nothing in Section 2 or Section 3 in Part 1 of this PDS and the Terms and Conditions of the Loan is, or may be relied upon as, a representation as to the future performance of Capital Series.

Associations and Relevant Interests: You should obtain professional advice as to whether by acquiring an interest in Capital Series you will be subject to the relevant interest, substantial shareholding or takeover provisions of the Corporations Act 2001 (Cth). The acquisition and Completion of Capital Series could also have implications for Investors under the Foreign Acquisitions and Takeovers Act 1975 (Cth) and other legislation that may affect shareholdings in certain types of companies. You should obtain your own advice in this regard.

This PDS does not take into account the investment objectives, financial situation or particular needs of any particular investor. Investors should assess whether Capital Series is appropriate to their own investment objectives, financial situation and needs, and should consider taking professional advice, before investing.

Commonwealth Bank has not taken into account any labour standards or environmental, social or ethical considerations in the selection, retention or realisation of the investment.

Any person receiving this PDS electronically should note that Applications can only be accepted if the Issuer receives a completed, current Application Form which accompanied the electronic or paper copy of this PDS. We will send you paper copies of this PDS (with attached Application Form) free of charge upon request. Please call **13 15 20** for a paper copy of this PDS.

Examples: The assumed Reference Asset values included in the examples in this PDS are for illustrative purposes only and do not reflect Commonwealth Bank's views on future events.

Issued by Commonwealth Bank of Australia ABN 48 123 123 124, AFSL 234945

Administered by Commonwealth Securities Limited ('CommSec') ABN 60 067 254 399, AFSL 238814

CommSec is a wholly owned but non-guaranteed subsidiary of Commonwealth Bank of Australia, and is a Participant of the ASX Group.

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This PDS is a two-part PDS comprising of Part 1 and Part 2. You must read both parts carefully and completely. You should not apply for this investment unless you have received, read and understood both Part 1 and Part 2 of this PDS.

2 Section 1: Key dates and information

Key dates and information	
Opening Date	23 February 2009
Closing Date	3 April 2009
Start Date	20 April 2009
Acceptance Notices Mailed	4 May 2009
Maturity Date	27 October 2014
Trade Date	3 November 2014
Settlement Date	6 November 2014

We (Commonwealth Bank) reserve the right to amend the Start Date, the Closing Date (and time), the Maturity Date, the Trade Date or the Settlement Date of this invitation or, if insufficient subscriptions are received to enable us to effectively manage the issue, to withdraw this invitation completely. This means that we may decide to change the Opening Date or Closing Date to lengthen or shorten the period of time this invitation is open. We are likely to exercise this right where there has been very high demand for *Capital Series Australia II* or if a large number of customers ask us to extend the period of time that this invitation is open. When making this decision, we always act reasonably and in accordance with standard market practice. If we do change the Start Date or the Maturity Date, the Investment Term may be more or less than what is specified in the Schedule of Terms.

Section 2: Details of Capital Series *Australia II*

The details of Capital Series *Australia II* are provided below and in Part 1 of this PDS. Please read Part 1 of this PDS.

2.1 What is Capital Series *Australia II*?

Capital Series *Australia II* aims to generate capital growth through exposure to the Australian share market over a term of 5.5 years.

Capital Series *Australia II* offers investors the choice of up to two different Strategies:

- **Strategy 1** – offers capital protection of 100% and potential for capital growth of up to 80% at maturity.
- **Strategy 2** – offers capital protection of 80% and unlimited potential for capital growth at maturity.

The Underlying Portfolio for each Strategy comprises one Reference Asset, which is the S&P/ASX 200 Index. The S&P/ASX 200 Index is a share market index comprised of 200 of the largest listed companies in Australia by market capitalisation.

Capital Series *Australia II* is a deferred purchase agreement.

See Section 3 in Part 2 of this PDS for a comprehensive guide to the Strategies.

2.2 What are the features of Capital Series *Australia II*?

Investment Term	The term of Capital Series <i>Australia II</i> is 5.5 years (subject to clause 13.15 of the Terms of Sale).
Capital Protection	<p>The two Strategies of Capital Series <i>Australia II</i> offer different levels of capital protection.</p> <p>In respect of Strategy 1, 100% of the Strategy Investment Amount is protected at maturity, as described in Part 1 of this PDS.</p> <p>In respect of Strategy 2, 80% of the Strategy Investment Amount is protected at maturity, as described in Part 1 of this PDS. This means, if you invest in Strategy 2, up to 20% of your Strategy Investment Amount is not protected at maturity.</p> <p>For more information, please refer to Section 1.5 “What is capital protection and how does it work?” in Part 1 of this PDS.</p>
Potential for capital growth	<p>Capital Series <i>Australia II</i> offers exposure to the S&P/ASX 200 Index.</p> <p>Strategy 1 offers this exposure up to a maximum of 80% above the Initial Reference Level at maturity. This means the maximum return on your Investment at maturity will be 80%. If the S&P/ASX 200 Index increases by more than 80% before maturity, your Investment does not terminate. The level of the S&P/ASX 200 Index is only relevant on the Observation Date and this level is used to determine the Maturity Value of your Investment.</p> <p>Strategy 2 offers unlimited exposure to any increase above the Initial Reference Level at maturity. This means there is no specified maximum return for your Investment at maturity.</p> <p>The Initial Reference Level is the Closing Level of the S&P/ASX 200 Index on the Start Date as determined by the Calculation Agent, in its discretion.</p>
Coupon payments	Coupons are not payable for either Strategy 1 or Strategy 2.

Participation Rate	<p>The Participation Rate for Capital Series <i>Australia II</i> will be 100%. The Participation Rate is used to determine the Maturity Value of your Investment.</p> <p>For more information please refer to Section 1.8 “What is the Participation Rate?” in Part 1 of this PDS.</p>
Delivery Asset	<p>At the commencement of Capital Series <i>Australia II</i>, the Delivery Asset at Maturity Date is one unit in the SPDR S&P/ASX 200 Fund (this is referred to as the Specified Delivery Asset).</p> <p>On the occurrence of an Adjustment Event, we may substitute the Specified Delivery Asset with the Substituted Delivery Asset. The Substituted Delivery Asset may be any Security as determined by us. Please see Section 1 in Part 1 of this PDS and clause 9 of the Terms of Sale in Part 1 of this PDS for more information.</p> <p>For further information on the Delivery Asset please go to: www.spdrs.com.au/etf/fund/fund_detail_STW.html</p>
Minimum Investment Amount	The Minimum Investment Amount is A\$10,000.00 per Strategy.

2.3 What happens at maturity of Capital Series *Australia II*?

Please refer to Section 4 “What happens at maturity?” in Part 2 of this PDS for more information.

2.4 What are the significant benefits, significant disadvantages and significant risks?

Please refer to Section 1.19 “What are the significant benefits?”, Section 1.20 “What are the significant disadvantages?” and Section 1.21 “What are the significant risks?” in Part 1 of this PDS.

2.5 How can I track my investment during the term?

During the term, you will receive updates from us on your investment.

You can also view more information on the Underlying Portfolio by visiting the following websites:

www2.standardandpoors.com

www.asx.com.au

2.6 Can I borrow to invest in Capital Series *Australia II*?

The Capital Investment Loan is available to fund your Investment (except for superannuation funds). You may borrow an amount up to the Total Capital Protection Amount.

If you wish to use the Capital Investment Loan to fund your investment in Strategy 1, you may borrow up to 100% of your Strategy Investment Amount.

If you wish to use the Capital Investment Loan to fund your investment in Strategy 2, you may borrow up to 80% of your Strategy Investment Amount. You will be required to contribute the remaining 20% using your own funds.

The Interest in Advance Loan is available to fund 100% of the yearly interest owing and due under the Capital Investment Loan.

Please refer to Section 2 “The Capital Investment Loan” and Section 3 “The Interest in Advance Loan” in Part 1 of this PDS for more information.

2.7 Can my investment in Capital Series *Australia II* be terminated early?

Capital Series *Australia II* is a hold to maturity investment. If your Investment is terminated early, the Early Termination Value may be less than your Investment Amount and the costs may be significant. You must pay the Early Termination Fee and you must pay the Break Costs if they are not in your favour. There may be adverse tax consequences for you. Please refer to Section 1.17 “Can my investment be terminated early?” and Section 1.18 “Can Commonwealth Bank terminate the investment early?” in Part 1 of this PDS for more information.

2.8 What are the tax implications for Capital Series *Australia II*?

A general opinion on the indicative tax treatment for Capital Series investors can be found in Section 4 “Taxation” in Part 1 of this PDS and further information appears in Section 5 “Further tax considerations” in Part 2 of this PDS. You should, however, seek professional taxation advice to determine the tax treatment applicable in your particular circumstances.

2.9 What are the costs to invest in Capital Series *Australia II*?

The following fees apply to Capital Series *Australia II*:

Application Fee:	Nil
Brokerage Fee:	0.55% (including GST) of the Maturity Value (if you choose to use our Delivery Asset Sale Service at maturity)
Early Termination Fee:	1.50% of the Early Termination Value

2.10 What commission will my adviser receive?

We may pay commission out of our own funds of:

- up to 2.20% (including GST) upfront on the Investment Amount for Capital Series *Australia II*; and
 - up to 0.55% (including GST) per annum on the Loan Balance under the Capital Investment Loan,
- to any broker or financial planner or other financial intermediary who introduces you to us.

2.11 Further information

Terms not defined elsewhere are defined in the Terms of Sale, the Schedule of Terms and the Terms and Conditions of the Loan.

If you have any questions regarding Capital Series *Australia II*, you can obtain a copy of this PDS free of charge by contacting us on:

Phone: 13 15 20
Email: capitalseries@cba.com.au
Internet: www.commsec.com.au

6 Section 3: Information on the Strategy

Strategy 1

Underlying Portfolio	Strategy Investment Amount protected at maturity	Potential for capital growth	Investment Term
S&P/ASX 200 Index	100%	Up to 80% above the Initial Reference Level	5.5 years

Strategy 1 aims to provide Investors with exposure to the performance of the S&P/ASX 200 Index. This exposure is limited to a maximum level of 80% above the Initial Reference Level. If the S&P/ASX 200 Index increases by more than 80% before maturity, your Investment does not terminate. The level of the S&P/ASX 200 Index is only relevant on the Observation Date and this level is used to determine the Maturity Value of your Investment.

Strategy 1 also offers capital protection of 100% of the Strategy Investment Amount at maturity.

Strategy 2

Underlying Portfolio	Strategy Investment Amount protected at maturity	Potential for capital growth	Investment Term
S&P/ASX 200 Index	80%	Unlimited above the Initial Reference Level	5.5 years

Strategy 2 aims to provide Investors with exposure to the performance of the S&P/ASX 200 Index. There is unlimited exposure to any increase above the Initial Reference Level at maturity.

Strategy 2 also offers capital protection of 80% of the Strategy Investment Amount at maturity. This means, if you invest in Strategy 2, up to 20% of your Strategy Investment Amount is not protected at maturity.

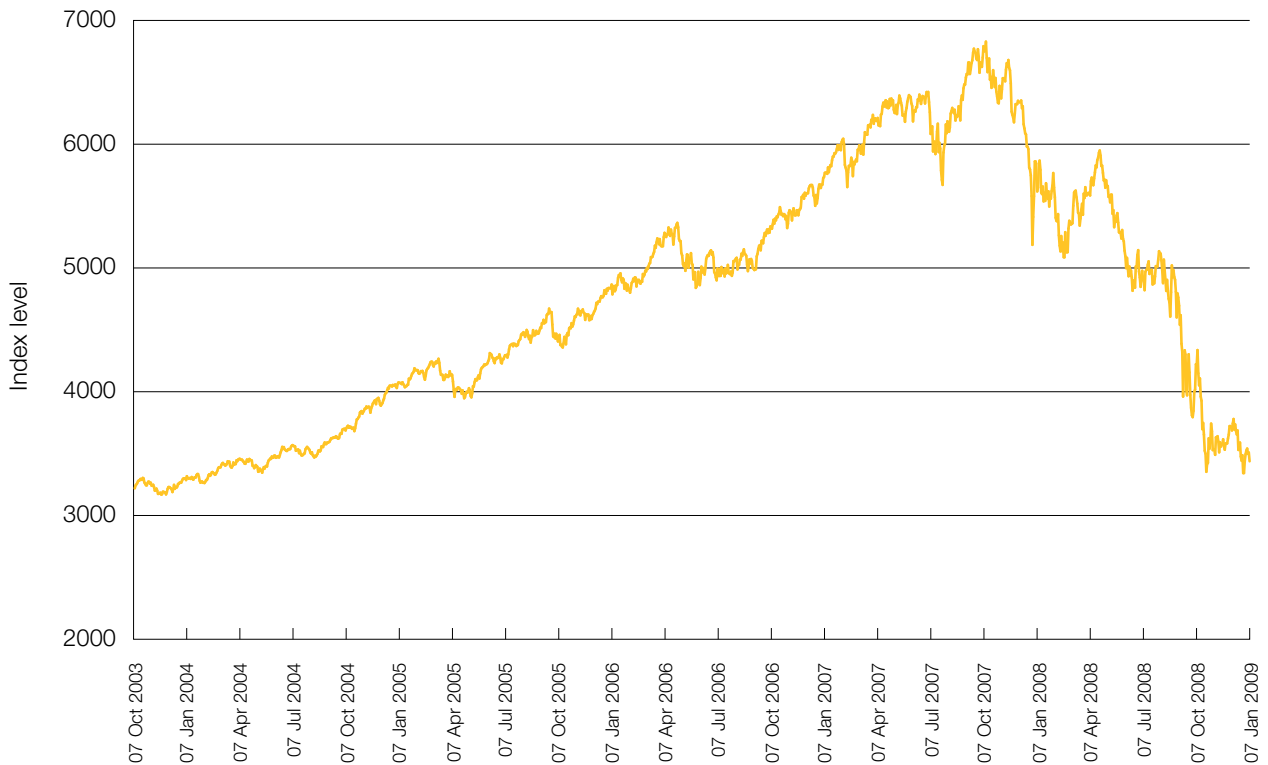
Information about the S&P/ASX 200

The S&P/ASX 200 Index is a free float index representing 200 of the largest listed companies on the Australian Securities Exchange. It is the primary representation of the Australian equity market and covers a large proportion of Australian equity market capitalisation.

The S&P/ASX 200 Index is recognised as the investable benchmark for the Australian equity market. The S&P/ASX 200 Index takes into account price movements in the relevant shares excluding dividends, bonuses, buyback and other offers that may affect the price of the shares.

The historical performance of the S&P/ASX 200 Index since 2003 is shown in the graph opposite.

Historical performance of the S&P/ASX 200 Index



Source: Iress

Note that past performance is not a reliable indicator of future performance.

The top ten constituents of the S&P/ASX 200 Index as at February 2009 are shown below:

Security Name	Weight%
BHP Billiton Limited	13.46%
Westpac Banking Corporation	6.34%
Commonwealth Bank of Australia	5.46%
Telstra Corporation Limited	5.33%
National Australia Bank Limited	4.99%
Woolworths Limited	4.55%
ANZ Banking Group Limited	3.83%
QBE Insurance Limited	3.14%
CSL Limited	2.89%
Westfield Group	2.86%

Source: Bloomberg

In considering the information on the previous page you should remember:

- Past performance is not a reliable indicator of future performance. The historical returns achieved by the Underlying Portfolio are not reliable indicators of future performance for the Underlying Portfolio or your Investment.
- Generally the higher the potential return for an investment, the higher the corresponding volatility or risk and the greater the chance of substantial fluctuations in returns over time.

Reference Asset Disclaimers

Capital Series *Australia II* is not sponsored, endorsed, sold or promoted by the Reference Asset Provider and the Reference Asset Provider does not make any representation, condition or warranty, express or implied, to investors in Capital Series *Australia II* or any member of the public regarding advisability of investing in securities generally or in Capital Series *Australia II* particularly, or the ability of any Reference Asset to track general market performance.

The Reference Asset is determined, composed, calculated, compiled, published and managed, as the case may be, by the relevant Reference Asset Provider without regard to Commonwealth Bank or Capital Series *Australia II*. The Reference Asset Provider has no obligation to take the needs of Commonwealth Bank or investors in Capital Series *Australia II* into consideration in determining, composing, calculating, compiling, publishing or managing, as the case may be, the Reference Asset. The Reference Asset Provider is not responsible for nor has participated in the determination of the timing of, prices at, or quantities of Capital Series *Australia II* to be issued or in the determination or calculation of the equation by which Capital Series *Australia II* is to be converted into cash. The Reference Asset Provider has no obligation or liability in connection with the administration or marketing of Capital Series *Australia II*.

Section 4: What happens at maturity?

4.1 Calculating the Strategy Portfolio Return

The levels used in these examples are for illustrative purposes only and do not represent, and should not be taken to represent, our view of what the levels on those days might be, or what you should expect the levels to be on those days, or the manner in which the levels might move between those days. In these examples you would be reliant on us – Commonwealth Bank – to meet our obligations, which are unsecured.

The Maturity Value of your Investment is the sum of the Strategy Maturity Value for each Strategy you choose to invest in.

The Strategy Maturity Value is determined using the Strategy Portfolio Return that is calculated for each Strategy you choose to invest in. The Strategy Portfolio Return is calculated differently depending on the Strategy. The examples below demonstrate how the Strategy Portfolio Return is calculated.

Strategy 1

On the Maturity Date, the Strategy Portfolio Return is calculated in accordance with the steps set out below.

Example 1

(assumes an increase in the S&P/ASX 200 Index of less than 80%)

Step	Example
Step 1: The Initial Reference Level of the S&P/ASX 200 Index is determined on the Start Date.	3,430
Step 2: The Final Reference Level of the S&P/ASX 200 Index is determined on the Observation Date. The Final Reference Level is the Closing Level of the S&P/ASX 200 Index on the Observation Date, as determined by the Calculation Agent in its discretion.	5,968
Step 3: The Reference Asset Return is calculated. The Reference Asset Return is the lower of: (a) $(\text{Final Reference Level} - \text{Initial Reference Level}) / \text{Initial Reference Level}$ = $(5,968 - 3,430) / 3,430$ = 73.99% and (b) 80.00% In this example, the Reference Asset Return is 73.99%	73.99%
Step 4: The Strategy Portfolio Return is calculated, which is the Reference Asset Return multiplied by the Participation Rate. This can be expressed by the formula: Reference Asset Return x Participation Rate, expressed as a percentage. In this example, the Strategy Portfolio Return is 73.99% (73.99% x 100%)	73.99%

Example 2

(assumes an increase in the S&P/ASX 200 Index of more than 80%)

Step	Example
Step 1: The Initial Reference Level of the S&P/ASX 200 Index is determined on the Start Date.	3,430
Step 2: The Final Reference Level of the S&P/ASX 200 Index is determined on the Observation Date. The Final Reference Level is the Closing Level of the S&P/ASX 200 Index on the Observation Date, as determined by the Calculation Agent in its discretion.	6,560
Step 3: The Reference Asset Return is calculated. The Reference Asset Return is the lower of: (a) $(\text{Final Reference Level} - \text{Initial Reference Level}) / \text{Initial Reference Level}$ = $(6,560 - 3,430) / 3,430$ = 91.25% and (b) 80.00% In this example, the Reference Asset Return is 80.00%	80.00%
Step 4: The Strategy Portfolio Return is calculated, which is the Reference Asset Return multiplied by the Participation Rate. This can be expressed by the formula: Reference Asset Return x Participation Rate, expressed as a percentage. In this example, the Strategy Portfolio Return is 80.00% (80.00% x 100%)	80.00%

Strategy 2

On the Maturity Date, the Strategy Portfolio Return is calculated in accordance with the steps set out below.

Example 3

Step	Example
Step 1: The Initial Reference Level of the S&P/ASX 200 Index is determined on the Start Date.	3,430
Step 2: The Final Reference Level of the S&P/ASX 200 Index is determined on the Observation Date. The Final Reference Level is the Closing Level of the S&P/ASX 200 Index on the Observation Date, as determined by the Calculation Agent in its discretion.	6,560
Step 3: The Strategy Portfolio Return is calculated, which is the percentage change from the Initial Reference Level to the Final Reference Level multiplied by the Participation Rate. This can be expressed by the formula: $(\text{Final Reference Level} - \text{Initial Reference Level}) / \text{Initial Reference Level} \times \text{Participation Rate}$, expressed as a percentage. In this example, the Strategy Portfolio Return is 91.25% $((6,560 - 3,430) / 3,430) \times 100\%$	91.25%

4.2 Calculating the Maturity Value

The Strategy Maturity Value is calculated using the Strategy Portfolio Return. If you choose to invest in both Strategies, each Strategy Maturity Value is summed to determine the Maturity Value.

In the examples below, we assume you have chosen to invest in both Strategies for the amounts below. The Strategy Capital Protection Amount is also stated below.

	Strategy Investment Amount	Strategy Capital Protection Amount
Strategy 1	\$20,000.00	\$20,000.00
Strategy 2	\$20,000.00	\$16,000.00
Investment Amount	\$40,000.00 (\$20,000.00 + \$20,000.00)	
Total Capital Protection Amount	\$36,000.00 (\$20,000.00 + \$16,000.00)	

Example 4

This example assumes an Investment in both Strategies and assumes a positive return for each Strategy. As the Reference Asset (S&P/ASX 200 Index) is the same for both Strategies, the Strategy Portfolio Return will be the same for each Strategy, unless the Reference Asset has increased by more than 80%. In this example, the S&P/ASX 200 Index has increased by 91.25%.

The Strategy Portfolio Returns are:

Strategy 1: 80.00%

Strategy 2: 91.25%

The Strategy Maturity Values are below:

Strategy 1 is the greater of:

$$\begin{aligned}
 \text{(a) your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return)} \\
 &= \$20,000.00 + (\$20,000.00 \times 80.00\%) \\
 &= \$20,000.00 + (\$16,000.00) \\
 &= \$36,000.00
 \end{aligned}$$

and

$$\begin{aligned}
 \text{(b) your Strategy Capital Protection Amount} \\
 &= \$20,000.00
 \end{aligned}$$

In this example, if you invested \$20,000 in Strategy 1, the Strategy Maturity Value would be \$36,000.00.

Strategy 2 is the greater of:

$$\begin{aligned}
 \text{(a) your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return)} \\
 &= \$20,000.00 + (\$20,000.00 \times 91.25\%) \\
 &= \$20,000.00 + (\$18,250.00) \\
 &= \$38,250.00
 \end{aligned}$$

and

$$\begin{aligned}
 \text{(b) your Strategy Capital Protection Amount} \\
 &= \$16,000.00
 \end{aligned}$$

In this example, if you invested \$20,000 in Strategy 2, the Strategy Maturity Value would be \$38,250.00.

The Maturity Value of your Investment is the sum of each Strategy Maturity Value.

$$\begin{aligned}\text{Maturity Value} &= \$36,000.00 + \$38,250.00 \\ &= \$74,250.00\end{aligned}$$

Therefore, the Maturity Value of your Investment is \$74,250.00.

Result: You would receive your Investment Amount and the capital growth generated over the term. Depending on your choice, you will receive either physical delivery of the Delivery Parcel to the value of \$74,250.00, or a cash payment (the Sale Proceeds) of \$74,250.00. If you choose to receive Sale Proceeds, the Brokerage Fee will be charged to you separately.

Example 5

This example assumes an Investment in both Strategies and assumes a 0.00% return for each Strategy.

The Strategy Portfolio Returns are:

Strategy 1: 0.00%

Strategy 2: 0.00%

The Strategy Maturity Values are below:

Strategy 1 is the greater of:

$$\begin{aligned}\text{(a) your Strategy Investment Amount} &+ (\text{your Strategy Investment Amount} \times \text{Strategy Portfolio Return}) \\ &= \$20,000.00 + (\$20,000.00 \times 0.00\%) \\ &= \$20,000.00 + (\$0.00) \\ &= \$20,000.00\end{aligned}$$

and

$$\begin{aligned}\text{(b) your Strategy Capital Protection Amount} \\ &= \$20,000.00\end{aligned}$$

In this example, if you invested \$20,000 in Strategy 1, the Strategy Maturity Value would be \$20,000.00.

Strategy 2 is the greater of:

$$\begin{aligned}\text{(a) your Strategy Investment Amount} &+ (\text{your Strategy Investment Amount} \times \text{Strategy Portfolio Return}) \\ &= \$20,000.00 + (\$20,000.00 \times 0.00\%) \\ &= \$20,000.00 + (\$0.00) \\ &= \$20,000.00\end{aligned}$$

and

$$\begin{aligned}\text{(b) your Strategy Capital Protection Amount} \\ &= \$16,000.00\end{aligned}$$

In this example, if you invested \$20,000 in Strategy 2, the Strategy Maturity Value would be \$20,000.00.

The Maturity Value of your Investment is the sum of each Strategy Maturity Value.

$$\begin{aligned}\text{Maturity Value} &= \$20,000.00 + \$20,000.00 \\ &= \$40,000.00\end{aligned}$$

Therefore, the Maturity Value of your Investment is \$40,000.00.

Result: You would receive 100% of your Investment Amount back but there would not be any capital growth over the term. Depending on your choice, you will receive either physical delivery of the Delivery Parcel to the value of \$40,000.00, or a cash payment (the Sale Proceeds) of \$40,000.00. If you choose to receive Sale Proceeds, the Brokerage Fee will be charged to you separately.

Example 6

This example assumes an Investment in both Strategies and assumes a negative return for each Strategy. As the Reference Asset (S&P/ASX 200 Index) is the same for both Strategies, the Strategy Portfolio Return will be the same for each Strategy in this example. The Strategy Maturity Values, however, will be different for each Strategy as a result of the different levels of capital protection.

The Strategy Portfolio Returns are:

Strategy 1: -24.98%

Strategy 2: -24.98%

The Strategy Maturity Values are below:

Strategy 1 is the greater of:

$$\begin{aligned} \text{(a) your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return)} \\ &= \$20,000.00 + (\$20,000.00 \times -24.98\%) \\ &= \$20,000.00 + (-\$4,996.00) \\ &= \$15,004.00 \end{aligned}$$

and

$$\begin{aligned} \text{(b) your Strategy Capital Protection Amount} \\ &= \$20,000.00 \end{aligned}$$

In this example, if you invested \$20,000 in Strategy 1, the Strategy Maturity Value would be \$20,000.00.

Strategy 2 is the greater of:

$$\begin{aligned} \text{(a) your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return)} \\ &= \$20,000.00 + (\$20,000.00 \times -24.98\%) \\ &= \$20,000.00 + (-\$4,996.00) \\ &= \$15,004.00 \end{aligned}$$

and

$$\begin{aligned} \text{(b) your Strategy Capital Protection Amount} \\ &= \$16,000.00 \end{aligned}$$

In this example, if you invested \$20,000 in Strategy 2, the Strategy Maturity Value would be \$16,000.00.

The Maturity Value of your Investment is the sum of each Strategy Maturity Value.

$$\begin{aligned} \text{Maturity Value} &= \$20,000.00 + \$16,000.00 \\ &= \$36,000.00 \end{aligned}$$

Therefore, the Maturity Value of your Investment is \$36,000.00.

Result: You would have made a capital loss \$4,000. Your Investment of \$20,000 in Strategy 1 was 100% capital protected, but your Investment of \$20,000 in Strategy 2 was only 80% capital protected. Depending on your choice, you will receive either physical delivery of the Delivery Parcel to the value of \$36,000.00, or a cash payment (the Sale Proceeds) of \$36,000.00. If you choose to receive Sale Proceeds, the Brokerage Fee will be charged to you separately.

Contact your financial adviser or call us on **13 15 20** if you require further information.

14 Section 5: Further tax considerations

Commonwealth Bank does not provide taxation advice. Taxation law is complex and its application will depend on your circumstances.

Section 4 "Taxation" in Part 1 of this PDS contains a tax opinion from Greenwoods & Freehills Pty Limited which discusses the indicative tax treatment for Capital Series investors, including the ATO's determinations on deferred purchase agreements.

Greenwoods & Freehills Pty Limited have confirmed that the information contained in the tax opinion is relevant and accurate in relation to Capital Series *Australia II*.

Section 6: Schedule of Terms for Capital Series *Australia II*

This Schedule of Terms constitutes the specific terms for Capital Series *Australia II*.

You should read both Part 1 and Part 2 of this PDS completely, including the Terms of Sale before you make a decision to invest in Capital Series *Australia II*.

Issuer	Commonwealth Bank of Australia (“Commonwealth Bank”)
Broker to the Issuer	Commonwealth Securities Limited (“CommSec”)
Investment Term	5.5 years (subject to clause 13.15 of the Terms of Sale)
Strategies offered under this PDS	Strategy 1 Strategy 2
Underlying Portfolio	In respect of Capital Series <i>Australia II</i> , the Underlying Portfolio is the same as the Reference Asset
Reference Asset	S&P/ASX 200 Index
Issue Size	Proposed A\$10 million per Strategy
Minimum Investment Amount	A\$10,000 per Strategy
Initial Reference Level	The Closing Level of the Reference Asset on the Start Date as determined by the Calculation Agent, in its discretion
Final Reference Level	The Closing Level of the Reference Asset on the Observation Date, as determined by the Calculation Agent, in its discretion
Determined Level	Not applicable to Capital Series <i>Australia II</i>
Observation Date	Five Business Days prior to Maturity Date
Reference Asset Return	In respect of Strategy 1, the Reference Asset Return is calculated as the lower of: <ul style="list-style-type: none"> • (Final Reference Level – Initial Reference Level) / Initial Reference Level; and • 80.00% Reference Asset Return is not relevant to Strategy 2
Strategy Portfolio Return	In respect of Strategy 1, the Strategy Portfolio Return is calculated as the Reference Asset Return multiplied by the Participation Rate, expressed as a percentage. This can be expressed by the formula: Reference Asset Return x Participation Rate, expressed as a percentage In respect of Strategy 2, the Strategy Portfolio Return is calculated as the percentage change from the Initial Reference Level to the Final Reference Level multiplied by the Participation Rate, expressed as a percentage. This can be expressed by the formula: (Final Reference Level – Initial Reference Level)/Initial Reference Level x Participation Rate, expressed as a percentage
Strategy Capital Protection Amount	In respect of Strategy 1, 100% of the Strategy Investment Amount In respect of Strategy 2, 80% of the Strategy Investment Amount

Total Capital Protection Amount	The sum of the Strategy Capital Protection Amounts for each Strategy you choose to invest in
Strategy Maturity Value	The greater of: <ul style="list-style-type: none"> • your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return) and • your Strategy Capital Protection Amount
Maturity Value	The sum of the Strategy Maturity Values for each Strategy you choose to invest in
Coupon Payments	No coupons are payable for either Strategy
Participation Rate	The Participation Rate for Capital Series <i>Australia II</i> will be between 100%
Early Termination	Capital Series <i>Australia II</i> is a hold to maturity investment. However, your Investment may be terminated prior to the Maturity Date. In determining the Early Termination Value, we take into account Break Costs which may result in an Early Termination Value which is less than your Investment Amount
Calculation Agent	Commonwealth Bank of Australia
Application Fee	Nil
Brokerage Fee	Where you choose to accept the Sale Proceeds, you will use our Delivery Asset Sale Service. We charge a Brokerage Fee of 0.55% (including GST) of the Maturity Value to use this service. This fee will be charged separately to your nominated bank account
Early Termination Fee	1.50% of Early Termination Value on sale before maturity
Delivery Asset	At the commencement of Capital Series <i>Australia II</i> , the Delivery Asset is one unit in the SPDR S&P/ASX 200 Fund (this is referred to as the Specified Delivery Asset) On the occurrence of an Adjustment Event, we may substitute the Specified Delivery Asset with the Substituted Delivery Asset. The Substituted Delivery Asset may be any Security as determined by us. Please see Section 1 in Part 1 of this PDS and clause 9 of the Terms of Sale in Part 1 of this PDS for more information
Delivery Asset Price	The price per unit of the Delivery Asset paid by us to purchase the Delivery Asset on the Trade Date
Delivery Parcel	The number of Delivery Assets for which we take delivery on your behalf on the Trade Date
Delivery Asset Issuer	At the commencement of Capital Series <i>Australia II</i> , State Street Global Advisors Australia Services Limited (ABN 16 108 671 441)
Delivery Asset Market	Australian Securities Exchange Limited (ASX)
Start Date	20 April 2009
Maturity Date	27 October 2014
Trade Date	3 November 2014

Settlement Date	6 November 2014
Closing Level	The verified Closing Level of the Reference Asset on any relevant day in the place of the financial market to which the Reference Asset relates, as reported or published by the Reference Asset Provider
Offer	The offer made by you under clause 1 of the Terms of Sale, in response to this invitation
Reference Asset Provider	Standard and Poor's
Investment	Your investment in Capital Series <i>Australia II</i>
Strategy Investment Amount	The amount you invest in each Strategy of Capital Series <i>Australia II</i> as confirmed by us to you in the Acceptance Notice, which must be a minimum of the Minimum Investment Amount and thereafter a whole multiple of \$1,000
Investment Amount	The sum of each Strategy Investment Amount of Capital Series <i>Australia II</i> as confirmed by us to you in the Acceptance Notice

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Capital Series

Australia II

Application Form





Application Form Instructions

You can apply as:

- › **An Individual**
- › **Two Individuals***
- › **A Company**
- › **A Trustee (corporate and individual) on behalf of a Trust or Superannuation Fund.**

*Commonwealth Bank will accept instructions on the account from either party involved.

Sections to complete:

- A – COMPULSORY:** Write the full name(s) that you wish to appear on your Acceptance Notice. The name or names that appear in this section will be those in which Commonwealth Bank Capital Series *Australia II* issued to you will be held. Complete your details as required. If more than one Applicant applies jointly, then correspondence will only go to one address.
- B – COMPULSORY:** Write the amount you wish to invest in Capital Series *Australia II*. You need to write the amount you wish to invest in each Strategy (i.e. Strategy Investment Amount) and you need to write the total Investment Amount (i.e. the sum of each Strategy Investment Amount). Indicate your intended method of payment by ticking the appropriate box.
- C – OPTIONAL:** You must complete this section in its entirety if you are applying for a Capital Investment Loan or a Capital Investment Loan and an Interest in Advance Loan. If you are applying for a Capital Investment Loan or a Capital Investment Loan and an Interest in Advance Loan, you must also complete Section I.
- For any Applicant who is a Company Borrower OR Trustee Borrower (corporate and individual), there may be additional fees applicable to you. Please call 13 15 20 for further information.
- D – OPTIONAL:** If you select Cheque as the method of payment in Section B, write the details of the cheque(s) you are attaching. You must make sure that the attached cheque amount corresponds to the amount you indicated in Section B. The cheque(s) must be made out to Commonwealth Bank of Australia and marked "Not negotiable". In addition, the cheque(s) must be payable in Australian currency and drawn on an Australian bank.
- E – COMPULSORY:** We will have any cash payment credited directly into your account. Please enter the details of your nominated bank account here. This option is only available for accounts held with banks, building societies and credit unions within Australia.
- F – OPTIONAL:** You may appoint your financial adviser or another person or both to be your nominated representative(s) in this section.
- G – COMPULSORY:** Complete with your identification details.
- H – COMPULSORY:** You must read and understand this section.
- I – COMPULSORY:** If you select Direct Debit as the method of payment in Section B, write your bank account details in this section. If the bank account is in joint names, both account holders must sign. This section is compulsory if you are applying for a Capital Investment Loan or a Capital Investment Loan and an Interest in Advance Loan.
- J – OPTIONAL:** Compulsory for Financial Advisers – to be completed by Financial Advisers.
- K – COMPULSORY:** All Applicants must sign the Application Form. If the Application is made under joint names, both Applicants must sign.

For Company Applicants and Corporate Trustee Applicants, two (2) directors (unless you are a sole director) must sign where applicable in accordance with section 127(1) of the Corporations Act 2001 (Cth).

Applicant Type	Compulsory	Optional	Please tick box when you have completed the relevant sections
Individual / Joint Applicants	Sections A1, B, E, G, H, I, K	Sections C, D, F, J	Compulsory <input type="checkbox"/> Optional <input type="checkbox"/>
Company Applicant	Sections A1, A2, B, E, G, H, I, K	Sections C, D, F, J	Compulsory <input type="checkbox"/> Optional <input type="checkbox"/>
Trustee Applicant (Corporate / Individual) on behalf of a trust / SMSF	Sections A1, A2, A3, B, E, G, H, I, K	Sections C, D, F, J	Compulsory <input type="checkbox"/> Optional <input type="checkbox"/>

Note: For Applicants applying for a Capital Investment Loan or a Capital Investment Loan and an Interest in Advance Loan please ensure both Section C and Section K are completed. Please supply all supporting documentation with your application.

Application Form Instructions (continued...)

Please contact your adviser or ring us on 13 15 20 if you have any general questions about Capital Series Australia II or any questions about how to complete the Application Form.

Please read in full the Terms of Sale and the Terms and Conditions of the Loan in Part 1 of this PDS dated 27 October 2008. The Terms of Sale contain important information about Capital Series Australia II and the Terms and Conditions of the Loan contain important information about the Capital Investment Loan and the Interest in Advance Loan. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Terms of Sale and the Terms and Conditions of the Loan. While the Terms of Sale and the Terms and Conditions of the Loan are current, Commonwealth Bank or a securities dealer or other licensed financial intermediary who has provided an electronic copy of it will send a paper copy of the Terms of Sale and Terms and Conditions of the Loan and the Application Form on request and without charge.

Correct form of registrable title. Applications must be in the name(s) of natural persons, companies or other legal entities acceptable to Commonwealth Bank. At least one full given name and the surname are required for each natural person. A non-registrable name may be included by way of account designation if completed exactly as described below.

Type of Investor	Correct Form	Examples of Incorrect Form
Individual. Use given names not initials	John Adam Smith	J.A. Smith
Company. Do not use abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts. Use Trustee's personal name. Do not use the name of the Trust	John Smith <John Smith Family A/C>	John Smith Family Trust
Partnerships. Use personal names not the name of the partnership	John Smith and Michael Smith <John Smith & Sons A/C>	John Smith & Son
Clubs/Incorporated Bodies/Business Names.	Amanda Smith <ABC Bowling Club>	ABC Bowling Club
Superannuation Funds. Use Trustee's name not the name of the Trust	John Smith Pty Ltd <Super Fund A/C>	John Smith Pty Ltd Superannuation Fund



Send Applications to:

Capital Series *Australia II*
Commonwealth Securities
Locked Bag 34
Australia Square NSW 1214

Office use only

Capital Series *Australia II* Application Number

Capital Investment Loan Application Number (if applicable)

Interest in Advance Loan Application Number (if applicable)

This Application Form is to be used for investing in Capital Series *Australia II* and applying for a Capital Investment Loan or a Capital Investment Loan and an Interest in Advance Loan. If this PDS (both Part 1 dated 27 October 2008 and Part 2 dated 23 February 2009) is distributed electronically, then those receiving it electronically should note that Applications can only be accepted if Commonwealth Bank receives a completed current Application Form which accompanied the electronic or paper copy of this PDS. Paper copies of this PDS are available free of charge on request. Where applicable, capitalised terms used in this Application Form are defined in the Terms of Sale or Terms and Conditions of the Loan in Part 1 of this PDS dated 27 October 2008.

- Tick this box if you are applying for a Capital Investment Loan to fund your investment in Capital Series *Australia II*.**
- Tick this box if you are applying for an Interest in Advance Loan to fund your interest on your Capital Investment Loan.**

A Applicant Details

COMPULSORY

SECTION A1: APPLICANT 1 / DIRECTOR 1 / INDIVIDUAL TRUSTEE 1

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female Date of Birth: / /

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address



A Applicant Details (continued...)

COMPULSORY

APPLICANT 2 / DIRECTOR 2 / INDIVIDUAL TRUSTEE 2 (if applicable)

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name

(no initials)

Other names commonly known by

Gender Male Female Date of Birth: / /

Residential address State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address

SECTION A2: COMPANY APPLICANT

➤ **If you are a Company Applicant, you must also complete Section A1 with Director 1 and / or Director 2 details.**

Company Name

ACN

Registered address State Postcode

Principal place of business (if any) (PO Box is NOT acceptable) write "as above" if the principal place of business is the same as the Registered office

Street

Suburb State Postcode

Country

Postal address State Postcode

Phone Numbers Business 1 () Business 2 ()

Fax () Mobile

please tick your preferred contact number

Email address



A Applicant Details (continued...)

COMPULSORY

Additional information required if the Company Applicant does not have an existing Commonwealth Bank account, Credit Card, CommSec account

Type of Company (tick the box that is applicable)

Domestic Proprietary Domestic Public

Industry

Is the company operating as a charity? No Yes (please complete the following question)

What is the objective / purpose of the charity?

COMPANY OWNERSHIP (only needs to be completed for *proprietary* companies)

Provide details of **ALL individuals** who are beneficial owners through one or more (direct or indirect) shareholders of **more than 25%** of the company's issued capital.

Shareholder 1

Title Mr Ms Mrs Miss Dr Other (specify)

Surname

Full given name(s)

Residential address (PO Box is NOT acceptable)

State Postcode

Country

Shareholder 2

Title Mr Ms Mrs Miss Dr Other (specify)

Surname

Full given name(s)

Residential address (PO Box is NOT acceptable)

State Postcode

Country

Shareholder 3

Title Mr Ms Mrs Miss Dr Other (specify)

Surname

Full given name(s)

Residential address (PO Box is NOT acceptable)

State Postcode

Country

A Applicant Details (continued...)

COMPULSORY

SECTION A3: TRUST / SUPERANNUATION FUND APPLICANT

- **Individual(s) as trustee(s): you must also complete Section A1 with Trustee 1 and / or Trustee 2 details.**
- **Company as a trustee: you must also complete Section A1 with Director 1 and / or Director 2 details and Section A2 with your Company details.**

Trustee(s) name *(Insert Individual Trustee name(s) or Corporate Trustee(s) name)*

Trustee(s) business name *(if any)*

Trust/Superannuation name

ABN

Additional information required if the Trust / Superannuation Fund does not have an existing Commonwealth Bank account, Credit Card, CommSec account

Is there a Trust Deed? Yes No

If "Yes", please provide:

- a **CERTIFIED** copy of the front page of the Trust Deed that shows the trust name;
- a **CERTIFIED** copy of the schedule of the Trust Deed that shows the trustees; and
- the signature page of the Trust Deed.

What type of trust is it? Super Unit Family Deceased estate Other

If "Other", please indicate what type of trust it is

Is the trust operating as a charity? Yes (Please complete the following question) No
(Tick the box that is applicable)

What is the objective / purpose of the charity?

Has the trust been established in Australia? Yes No

(If "No", please complete the following 3 questions)

Country where trust was established

Objective of the trust

Purpose of seeking an account with Commonwealth Bank



A Applicant Details (continued...)

COMPULSORY

TRUSTEES DETAILS

How many trustees are there? provide full name and address of each trustee below

Trustee 1

Full given name(s) or Company name

Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)

Street

Suburb

State

Postcode

Country

Trustee 2

Full given name(s) or Company name

Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)

Street

Suburb

State

Postcode

Country

If there are more trustees, provide details on a separate sheet

BENEFICIARY DETAILS

Complete the full name of each beneficiary of the trust **or** the type of membership class

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given name

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given name

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given name

OR

MEMBERSHIP CLASSES

Provide details of the membership class(es) (e.g. unit holders, family members of named person, charitable purpose)

If there are more beneficiaries, provide details on a separate sheet

SECTION A4: PASSWORD

- > Your password will allow us to confirm your identity over the phone and the internet.
- > Your password must be 5 numbers (e.g. 12345).

B Application Amount and Method of Payment

COMPULSORY

APPLICATION AMOUNT

- › You may apply for one or more of the Strategies listed below.
- › Please write the amount you wish to invest in each Strategy.

Strategy	Strategy Investment Amount
<input type="text" value="Strategy 1 (100% capital protected at maturity)"/>	\$ <input type="text"/>
<input type="text" value="Strategy 2 (80% capital protected at maturity)"/>	\$ <input type="text"/>
Investment Amount (Sum of each Strategy Investment Amount)	\$ <input type="text"/> A
Application fee	\$ 0 <input type="text"/> + B
Application amount	\$ <input type="text"/> C = A + B

- › Minimum Investment Amount is \$10,000 per Strategy
- › Strategy Investment Amount is the amount you invest in each Strategy (which must be a minimum of the Minimum Investment Amount and thereafter a whole multiple of \$1,000)
- › Application Fee is 0.00% of the Investment Amount
- › Application Amount is the sum of the Investment Amount and the Application Fee.

PAYMENT METHOD

Note: If you are applying for Capital Investment Loan, you must pay the Application Fee by Direct Debit.

Please indicate by ticking one of the boxes below:

- Cheque (made out to Commonwealth Bank. You **must** complete Section D)
- Direct Debit (you **must** complete and sign the Direct Debit Request in Section I)
- Capital Investment Loan (subject to approval). You **must** complete Section C and Section I.

C Capital Investment Loan and Interest in Advance Loan

OPTIONAL

> Only complete this Section C if you are applying for Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan to fund your investment in Capital Series Australia II. Note that a Superannuation Fund cannot borrow to invest in Capital Series Australia II with the Capital Investment Loan.

- > If you are applying for Capital Investment Loan, or if you are applying for a Capital Investment Loan and an Interest in Advance Loan, you must:
- Complete Section C1 (Financial Details);
 - Complete Section C2 (Risk Disclosure);
 - Read Section C3 (Authorisations);
 - Complete Section C4 (Acknowledgement and Signatures); and
 - Complete Section I (Direct Debit Request).

SECTION C1: FINANCIAL DETAILS

Note: The following references to “loan amount” refer to the combined loan amount of any Commonwealth Investment Loan, Interest in Advance Loan or any other Capital Investment Loan you have with us.

What to include with your Application Form.

Please choose which of the following categories your application is in, and attach documentation as listed in the tables below.

	LOAN AMOUNT OF \$100,000 OR UNDER	LOAN AMOUNT ABOVE \$100,000 UP TO AND EQUAL TO \$500,000	LOAN AMOUNT OF OVER \$500,000
Application being submitted through a Financial Adviser	Category 1	Category 1	Category 2
Application NOT being submitted through a Financial Adviser	Category 1	Category 2	Category 2

CATEGORY 1

- For salaried applicants, provide **one or both** of the following:
 - Latest copy of payslip
 - Latest copy of bank statement
- For company, trust, or self-employed applicants provide the following:
 - Last year’s tax returns and financial statements.

**C Capital Investment Loan and
Interest in Advance Loan (continued...)**

OPTIONAL

CATEGORY 2

- Provide **one** of the following:
 - Last three pay advices
 - Letter from your employer confirming length of employment, base income and regular overtime bonuses
 - Last two years' tax returns and financial statements for company, trust, or self-employed applicants
 - Evidence of asset ownership, which includes bank statement, chess certificate, managed funds statement, rates notice
 - Accountant's certificate confirming income, asset and liability position

For an Application (not submitted through a Financial Adviser)

Certified identification documentation is required for:

- Individual Applicant/s and
 - Individual signatories to a company account and / or trust account
- who do not have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account.

For all Applicants, additional information may be requested at Commonwealth Bank's discretion. For an Applicant that is a Company Borrower or Trustee Borrower (corporate or individual), there may be additional fees applicable to you. Please contact our Client Service Team on 13 15 20 for further information.

Special provisions may apply for Trust Applications – Additional details may be required from Trustee Borrowers (corporate or individual). Please contact our Client Service Team on 13 15 20 or call your adviser before you lodge this Application.

C Capital Investment Loan and Interest in Advance Loan (continued...)

OPTIONAL

CAPITAL INVESTMENT LOAN OFFER

You may apply to borrow an amount up to the Total Capital Protection Amount. The Total Capital Protection Amount is the sum of each Strategy Capital Protection Amount.

If you apply for Strategy 2, the Total Capital Protection Amount will be less than your Investment Amount, and you will be required to contribute the difference using your own funds. These funds will be debited from your bank account as nominated in Section I of this Application Form.

	Strategy Investment Amount (from Section B)				Strategy Capital Protection Amount
Strategy 1	\$	X	100% of Strategy Investment Amount	=	\$
Strategy 2	\$	X	80% of Strategy Investment Amount	=	\$
Investment Amount	\$		Total Capital Protection Amount	\$	
Amount you wish to borrow (must not exceed the Total Capital Protection Amount, and must be in multiples of \$1,000)					\$

In respect of your application for a Capital Investment Loan, you offer to borrow from us the amount specified above, which is an amount equal to or less than your Total Capital Protection Amount for the Product. We may agree to lend you this amount or such lesser amount.

We will debit your nominated bank account for the amount equal to the difference between your Investment Amount and the amount we agree to lend you.

Please nominate how you wish to pay the interest on your Capital Investment Loan (tick the appropriate box):

- A** Fixed monthly in arrears or;
- B** Fixed annually in advance or;
- C** Variable monthly in arrears

Note: If you are applying for an Interest in Advance Loan, you must choose option B.

If you are applying for a Capital Investment Loan and your Capital Investment Loan is approved, we will only lend up to the Total Capital Protection Amount to you. The Application Fee will be debited separately from your bank account as nominated in Section I of this Application Form.

INTEREST IN ADVANCE LOAN OFFER

(Available if you choose option B above)

Please tick this box if you would like to apply for an Interest in Advance Loan, in which case you offer to borrow from us the prepayment of your fixed annual interest on the Capital Investment Loan. The interest on your Interest in Advance Loan will be fixed and paid monthly in arrears by debiting your nominated bank account.

STATEMENT OF INCOME AND EXPENDITURE

Note: Statement of Income and Expenditure and Balance Sheet below are that of the:

- Individuals (for Individual or Joint Borrowers);
- Director(s) (for Company Borrower or Corporate Trustee Borrower); or
- Individual Trustee (for Individual Trustee Borrower)

If there are more than 2 Directors, please provide details of additional Directors on a photocopy of this page as required.

Borrower 1 / Director 1 / Individual Trustee 1

Annual Income		Annual Expenditure	
Salary (after tax)	\$	Mortgage Payments	\$
Rental Income (after tax)	\$	Other Loans/Lease Payments	\$
Dividend Income (after tax)	\$	Tax payable (due / /)	\$
Other Income	\$	Living Expenses	\$
Details –	\$		
	\$		
Total Income	\$	Total Expenditure	\$



C Capital Investment Loan and Interest in Advance Loan (continued...)

OPTIONAL

Borrower 2 / Director 2 / Individual Trustee 2 (if applicable)

Annual Income		Annual Expenditure	
Salary (after tax)	\$	Mortgage Payments	\$
Rental Income (after tax)	\$	Other Loans/Lease Payments	\$
Dividend Income (after tax)	\$	Tax payable (due / /)	\$
Other Income	\$	Living Expenses	\$
Details –	\$		
	\$		
Total Income	\$	Total Expenditure	\$

BALANCE SHEET

Borrower 1 / Director 1 / Individual Trustee 1

Assets		Liabilities	
Residential Property Address –	\$	Mortgage Lenders' name –	\$
Investment Property Address –		Mortgage Lenders' name –	
	\$		\$
	\$		\$
	\$		\$
Shares	\$	Other Loans, credit /store cards Details –	\$ \$
Motor Vehicles	\$	Leases and/or Loans Details –	\$
Other Tangible Assets Details –	\$	Other Liabilities Details –	\$
Total Assets	\$	Total Liabilities	\$

Borrower 2 / Director 2 / Individual Trustee 2 (if applicable)

Assets		Liabilities	
Residential Property Address –	\$	Mortgage Lenders' name –	\$
Investment Property Address –		Mortgage Lenders' name –	
	\$		\$
	\$		\$
	\$		\$
Shares	\$	Other Loans, credit /store cards Details –	\$ \$
Motor Vehicles	\$	Leases and/or Loans Details –	\$
Other Tangible Assets Details –	\$	Other Liabilities Details –	\$
Total Assets	\$	Total Liabilities	\$

GUARANTEE DOCUMENTS

- Each Director of a Company Borrower or Corporate Trustee Borrower must provide a Guarantee in respect of the Company Borrower/Corporate Trustee Borrower's obligations under the Capital Investment Loan and the Interest in Advance Loan (if applicable). Following receipt of your Application, we will send to each Director the Guarantee documents for execution. The Guarantee documents must be executed and returned to us before your Capital Investment Loan and your Interest in Advance Loan (if applicable) can be funded.



C Capital Investment Loan and Interest in Advance Loan (continued...)

OPTIONAL

SECTION C2: RISK DISCLOSURE

Risk statement for Loan Applicants

Before you apply for a Capital Investment Loan and an Interest in Advance Loan (if applicable), you must consider:

- whether the Loans are right for you; and
- the risks associated with the Loans; and
- the risks involved in investing in Capital Series *Australia II* in which you are applying the proceeds of the Loans.

We strongly suggest that you obtain independent legal, tax and financial advice to get a better idea of the risks involved and the way in which you can manage the Loans.

You and your advisers should be aware of the following risks:

- borrowing money to invest in a Capital Series *Australia II* (gearing) can magnify the financial effect on you of any decrease in the value of your investment in Capital Series *Australia II*;
- income from your investments (if any) may fluctuate. Also, the time at which you pay interest on your Loan Account may be different from the time at which you can earn income on your investment;
- repayment of any part of the Loans before the Final Maturity Date which can occur through your decision or your default may result in significant costs being payable by you to us;
- the Terms and Conditions of the Loan as they apply to you and the choices you make may have significant tax implications for you.

There may be circumstances in which we can require you to pay all of what you owe to us immediately. Those circumstances include where:

- you fail to pay any sum payable by you to us on the date the payment is due;
- we consider that your financial position has deteriorated to a point where you may not be able to meet any obligation you owe to us.

You should familiarise yourself with the other circumstances in which we can ask you to pay us immediately (for example, see Clause 8 to Clause 10 and Clause 12 of the Loan Agreement).

You should obtain independent legal, tax, and financial advice on the effect on your investment, tax and financial obligations if the Loans are repaid early.

Payments to Loan Account

If we accept your application for a Capital Investment Loan, you will have a Capital Investment Loan Account ("CIL Loan Account"). If we accept your application for an Interest in Advance Loan you will have an Interest in Advance Loan Account ("IAL Loan Account").

Other than when we require you to pay your CIL Loan Account in full, we do not require you to make any principal payments on your CIL Loan Account. If you have an IAL Loan Account we require you to make principal and interest payments on your IAL Loan Account. The amount you owe to us can increase with unpaid interest and unpaid fees and charges we debit to your CIL Loan Account and your IAL Loan Account (if applicable).

We charge interest on the debit balance of your Loan Account. The balance of your Loan Account may increase with unpaid interest, fees and charges sufficient to require us to terminate the Loan Account.

Taxation

You should speak to an independent taxation adviser to determine whether you can deduct part of the interest incurred by you on your Loan Account. If you have an Interest in Advance Loan we require you to make principal and interest payments on your loan. Depending on your individual circumstances, some or all of the interest otherwise deductible might be disallowed by the Australian Tax Office.

You have sole responsibility for deciding to invest in Capital Series Australia II for which this Loan is supplied. We do not:

- recommend Capital Series *Australia II*; or
- give any opinion on the performance of Capital Series *Australia II*, even if we are willing to lend money against Capital Series *Australia II*.

You may wish to negatively gear investments you make with loan proceeds, however, it may not be possible to do so.

I / We have read and understood the Risk Disclosure Statement appearing above.

Signed by Borrower 1 / Director 1 / Individual Trustee 1

Print full name

Date

 / /

Signed by Borrower 2 / Director 2 / Individual Trustee 2

Print full name

Date

 / /

Note: For a Company Borrower or Corporate Trustee Borrower, two (2) Directors or a Director and Secretary (unless you are a sole director) must sign.



C Capital Investment Loan and Interest in Advance Loan (continued...)

OPTIONAL

SECTION C3: AUTHORISATIONS

All Borrowers

You authorise us

- (a) to give to any Guarantor or proposed Guarantor
 - (i) any credit information or record that has any bearing on your creditworthiness, credit standing, credit history or credit capacity in connection with such credit facilities for the purpose of deciding whether to act or continue to act as Guarantor in respect of, or to offer property as security for, your credit facilities; (ii) a copy of the Loan Agreement, of any formal demand we send to you and, if the Guarantor asks, a copy of the latest statement of your Loan Account;
 - (b) to give to and / or receive from your Stockbroker and / or Nominated Representative any record or personal information about you or your credit facilities in connection with the processing and accepting of any application to us for credit and /or the subsequent management of the credit provided;
 - (c) to exchange with Commonwealth Securities (which manages the Capital Investment Loan and Interest in Advance Loan products on our behalf) any record or personal information about you in connection with the processing and accepting of this application and /or the subsequent management of any credit which we may agree to provide; and
 - (d) to exchange (for market purposes) with our subsidiaries which provide related or ancillary financial services, any record or personal information about you concerning any credit which we may agree to provide.
- (b) to obtain from a credit reporting agency information relating to your commercial credit activities and a credit report containing personal and credit information about you to assess this application or for the purpose of collecting overdue payments in respect of any credit which we have provided to you or your company / firm;
 - (c) to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency or a commercial reporting agency respectively information about your credit arrangements including your creditworthiness, credit standing, credit history and credit capacity. The information may be given and used for purposes that include assessing an application by you for credit, assisting you avoid defaulting on your credit obligations, notifying other credit providers of a default by you, assessing your creditworthiness, and, where the information is given to participants in a securitisation scheme, assessing the risk in purchasing any loan given to or applied for by you and/or the risk in undertaking credit enhancement of any such loan; and
 - (d) when we are performing tasks reasonably necessary to the provision and management of securitised loans, to obtain from a credit reporting agency a credit report containing personal credit information about you for the securitisation purposes permitted by Section 18E(1)(b)(ia) of the *Privacy Act 1988 (Cth)*.

Individual Borrowers

(not applicable to Company Borrower or Corporate Trustee Borrower)

You authorise us

- (a) to give a credit reporting agency certain personal information about you including the fact that you have applied for credit and the amount, any payments which become overdue more than 60 days and, in specified circumstances, that in our opinion you have committed a serious credit infringement;



C Capital Investment Loan and Interest in Advance Loan (continued...)

OPTIONAL

SECTION C4: ACKNOWLEDGEMENTS AND SIGNATURES

Note: Each Borrower must sign.

By signing this Application you acknowledge that:

1. If you are an Individual Borrower, the Loans which may be provided to you are to be applied wholly or predominantly for business or investment purposes or for both purposes. You should not sign this acknowledgement unless the Loans are to be applied wholly or predominantly for business or investment purposes or for both purposes. By signing this acknowledgement you may lose your protection under the Consumer Credit Code.
2. All information which you have given in this Application is correct and not misleading in any way.
3. You have read and understood the Terms and Conditions of the Loans.
4. You have read and understood the Risk Disclosure Statement.
5. You have not relied on any tax advice from us and have sought your own independent legal and financial advice in relation to your obligations under the Capital Investment Loan and Interest in Advance Loan (if applicable).
6. We may pay a commission to any broker or financial planner or other financial intermediary who introduces the Borrower to us and pay

Commonwealth Securities their fees and costs relating to the administration of the Capital Investment Loan and Interest in Advance Loan (if applicable).

7. If we approve and accept your application for a Capital Investment Loan then you will automatically be legally bound by the Terms and Conditions of the Loan applicable to you. If we approve and accept your application for an Interest in Advance Loan then you will automatically be legally bound by the Terms and Conditions of the Loan applicable to you. No drawings will be allowed, and we may void the contract, unless our security requirements are satisfied.
8. You understand and acknowledge that the law requires signatories to provide true and correct information and state all the names by which they are commonly known. You also understand that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.
9. You declare that the details as shown on this Application are complete and correct.
10. You consent to the use and disclosure of your information as indicated in Section C3 of this Application Form.

Signing clauses for Individual Borrower(s)

Signed by Borrower 1 (Individual)

Print full name of Borrower 1

Signature of Borrower 1

Date

Other names commonly known by

Date of birth

Signed by Borrower 2 (Individual) (if applicable)

Print full name of Borrower 2

Signature of Borrower 2

Date

Other names commonly known by

Date of birth

C Capital Investment Loan and Interest in Advance Loan (continued...)

OPTIONAL

Signing clauses for Company Borrower or Corporate Trustee Borrower.

If you are a Director of a Company Borrower or Corporate Trustee Borrower:

- you sign this Application in your capacity as a Director;
- by signing, you confirm that there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due.

Executed by

do not affix company seal

Company Name

ABN/ACN

To be signed by two (2) Directors or a Director and Secretary (unless you are a sole director) in accordance with s127 of the *Corporations Act 2001 (Cth)*:

Director 1

Print name of Director 1

Signature of Director 1

Date

 / /

Other names commonly known by

Director 2 / Secretary

Print name of Director 2 / Secretary

Signature of Director 2 / Secretary

Date

 / /

Other names commonly known by

Signing clauses for Individual Trustee Borrower

Individual Trustee Borrower

Print name of Trustee Borrower

Signature of Trustee Borrower

Date

 / /

Other names commonly known by

Please ensure that you have attached all supporting documentation for your Application.

D Cheque Details

OPTIONAL

➤ **This section is compulsory if you are attaching a cheque with your Application Form. Complete this section with details of your cheque.**

Drawer

Bank

Branch

Amount

 \$



E Direct Credit Details **COMPULSORY**

➤ Any cash payment will be credited to the bank account nominated by you in this section. The bank account must be in the exact same name(s) as your Capital Series Australia II investment.

Bank Name

Branch

Account Name

BSB No. Account No.

F Appointment of Nominated Representative(s) **OPTIONAL**

➤ Complete this section with the details of the person(s) you wish to appoint as your Nominated Representative(s) in relation to Capital Series Australia II (“Nominated Representative(s)”).

Nominated Representative(s) Details

You can either appoint your Financial Adviser or another person or **both** as your Nominated Representative(s).

Financial Adviser as your Nominated Representative

If you have a Financial Adviser and you would like your Financial Adviser to be your Nominated Representative, please tick this box. The Financial Adviser must sign this section and complete Section J “Financial Adviser Details and Declaration”.

Signature of Nominated Representative Date

Other person as your Nominated Representative

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female Date of Birth:

Company Name

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home Work

Fax Mobile

please tick your preferred contact number

Email address

Signature of Nominated Representative Date



F Appointment of Nominated Representative(s) (continued...)

OPTIONAL

Powers of Nominated Representative(s)

The Nominated Representative may do any of the following in your name or in its own name as a personal act of yours in relation to Capital Series Australia II:

- (a) issue general requests relating to securities, execution, drawdown, portfolio management, corporate actions, repayment, redemptions, resets and switches;
- (b) issue instructions relating to maturity and termination;
- (c) receive duplicate copies of investment statements issued to you;
- (d) complete any blanks, supplement or amend any document, where such changes are not material;
- (e) amend your instructions and forms;
- (f) change your contact details;
- (g) make enquires regarding your investment; and
- (h) do anything incidental to any of the above.

This appointment is subject to the following Terms and Conditions of Appointing Nominated Representative(s).

Terms and Conditions of Appointing Nominated Representative(s)

1. Directions or enquiries from, or the exercise of powers by, a person we reasonably believe to be your Nominated Representative, shall be deemed to be your personal acts or the personal exercise by you of those powers.
2. We will continue to act upon any instructions from your Nominated Representative until we receive a written cancellation of the appointment.
3. We are authorised to share information about your investment with your Nominated Representative.
4. We may cancel or vary the terms of appointment of your Nominated Representative by giving you 14 days notice.
5. Your Nominated Representative may do any of the acts or things set out in the Powers of Nominated Representative.
6. If your Nominated Representative is your Financial Adviser, their authority is limited so that they cannot change the amount of the contribution fee or adviser service fee applying to your investment or alter payment / distribution of proceeds to Australian bank account details.
7. Where you have appointed two Nominated Representatives:
 - (a) we may verify instructions received from one of your Nominated Representatives or obtain additional information by contacting your other Nominated Representative;
 - (b) we may act and rely on instructions and authorities received from either of your Nominated Representatives; and
 - (c) in the event of conflict or inconsistency in any instructions or authorities received from your Nominated Representatives, we may choose in our absolute discretion which instructions or authorities upon which we will act or rely.
8. You agree to release, discharge and indemnify us from and against all losses, actions, liabilities, claims, demands and proceedings arising from your appointment of a Nominated Representative.
9. You agree that neither you nor any person claiming through you will have any claim against us in respect of any act or omission of your Nominated Representative, whether authorised by you or not, including without limitation any payment by us on the instruction of your Nominated Representative.



G Identification Details

COMPULSORY

Identification requirements for all:

- **Individual Customers; and**
- **Individual signatories to a Company account and / or Trust account**

(For Company or Trust Applicants, you will need to provide the personal account details under Question 1 below for each person operating on the account as well as appropriate account details for the Company or Trust. Photocopy this page as required)

For example, for a Company Applicant, if 2 Directors operate the Company account, we will need:

1. personal account details of Director 1;
 2. personal account details of Director 2; and
 3. company account details of the Company.
- Director 1 and Director 2 must be the same Directors completing Section A1.

For example, for a Trust Applicant, if an Individual Trustee operates the Trust account, we will need:

1. personal account details of the Individual Trustee; and
 2. trust account details of the Trust.
- Individual Trustee must be the same Individual Trustee completing Section A1.

For example, for a Trust Applicant, if a Corporate Trustee operates the Trust account, we will need:

1. company account details of the Corporate Trustee; and
 2. personal account details of Director 1 and Director 2 operating the company account (ie Corporate Trustee account); and
 3. trust account details of the Trust.
- Director 1 and Director 2 must be the same Directors completing Section A1.

To ensure we meet the requirements under the Anti Money Laundering and Counter-Terrorism Financing Act we are required by law to identify applicants that do **not** have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account to supply certified copies of acceptable identification documentation.

1. Do you have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account?

- Yes – Please record the information of your account below No – Please go to question 2

Commonwealth Bank accounts

(Loan account numbers should include both personal **and** company / trust accounts)

BSB Number	<input type="text"/>	Account Number	<input type="text"/>
Account in the name(s) of	<input type="text"/>		
	<input type="text"/>		

BSB Number	<input type="text"/>	Account Number	<input type="text"/>
Account in the name(s) of	<input type="text"/>		
	<input type="text"/>		

BSB Number	<input type="text"/>	Account Number	<input type="text"/>
Account in the name(s) of	<input type="text"/>		
	<input type="text"/>		



G Identification Details (continued...)

COMPULSORY

Commonwealth Bank credit card

Credit Card Number

Account in the name(s) of

Credit Card Number

Account in the name(s) of

CommSec account

Account Type	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Account Type	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

You do not need to complete the information below.

2. Is this application submitted through a Financial Adviser? If so, then the new AML identification requirements will be undertaken by them. *You do not need to complete the information below.*

For Applicants (Individual Applicants, Director(s) operating on the Company account or Trustee(s) operating on the Trust account) that do not have a Commonwealth Bank account, Credit Card, CommSec account or are not submitting the application through a Financial Adviser, certified photocopy identification will now be required. The acceptable documentation that can be used is on the next page. The list of eligible persons who are allowed to certify identification is below.

How to certify acceptable identification documentation

The certified photocopy must include a statement **“I certify that this is a true copy of the original document”** (or similar wording). The certifier must also include their **full name, signature and qualification or occupation** which makes them eligible, on the photocopied ID.
Please **DO NOT** attach original identification documents. Send only **CERTIFIED** copies of original documents.

The list of eligible persons who are allowed to certify identification:

- A barrister or a solicitor;
- A judge or a magistrate;
- A chief executive officer of a Commonwealth court;
- A registrar/deputy registrar of a court;
- A Justice of the Peace;
- A public notary;
- A police officer;
- An agent of Australia Post who is in charge of an office supplying postal services to the public;
- A permanent employee of Australia Post with 2 or more years of continuous service who is employed in an office supplying postal services to the public;
- An Australian diplomatic or consular officer;
- An officer with 2 or more continuous years of service with one or more financial institutions;
- A finance company officer with 2 or more continuous years of service with one or more finance companies;
- An officer or authorised representative that holds an Australian financial services licence and has 2 or more continuous years of service with one or more licences;
- a member of:
 - the Institute of Chartered Accountants in Australia;
 - CPA Australia;
 - the National Institute of Accountants;
 with 2 or more years of continuous membership.


G Identification Details (continued...)
COMPULSORY
Acceptable Documentation Identification Standard (Individual Customer)
One certified copy of:

- 1 x Primary Photographic Identification (PART A); or
- 2 x Primary Non Photographic Identification (PART B); or
- 1 x Primary Non Photographic (Refer PART B above) and 1 x Secondary Identification (PART C).

Note: All documents must be current unless otherwise stated.

PART A
> Primary Photographic Identification (Sufficient ID by itself)

- Australian Passport issued by the Commonwealth, which has not been expired for more than 2 years
- Drivers licence issued in Australia
- Proof of Age Cards – issued under a law of a state or territory. (All States)
- NSW birth card (not currently available in other states)
- International Passport or Travel Document which*:
 - contains a photograph and signature of the person in whose name the document is issued;
 - is issued by a foreign government, the United Nations (UN) or an agency of the UN; and
- A national identity card issued for the purpose of identity which*:
 - contains a photograph and signature of the person in whose name the document is issued;
 - is issued by a foreign government, the United Nations (UN) or an agency of the UN; and
- Firearms licence issued under law (All States)
- Defence Force Identity card
- NSW photo card

* If written in language other than English, we require an English translation from an accredited translator.

OR
PART B
> 2 x Primary Non Photographic Identification

- Birth certificate or birth extract issued by an Australian State or Territory
- Birth certificate issued by a foreign government, the United Nations or an agency of the UN*
- Citizenship certificate issued by the Commonwealth
- Citizenship certificate issued by a foreign government*
- A pension card issued by Centrelink that entitles the person whose name the card is issued, to financial benefits

* If written in language other than English, we require an English translation from an accredited translator.

OR (see next page)

**G Identification Details (continued...)****COMPULSORY****PART C****> 1 x Primary Non Photographic (Refer PART B on previous page) and 1 x Secondary Identification**

- A notice that was issued to an individual by a the Commonwealth, a State or Territory within the preceding 12 months which;
 - contains the name of the person and his or her residential address; and
 - records the provision of financial benefits to the individual under a law of the Commonwealth, State or Territory
- Taxation Notice issued to individual within the preceding 12 months which contains the name of the individual and his or her residential address
- A notice that was issued by a local government or utilities provider e.g. gas, electricity, water, rates with the preceding 3 months that:
 - contains the name of the person and his or her residential address: and
 - records the provision of services by the local government body or utilities provider to that address or to that person
- For those individuals under 18, a notice issued by a School Principal within the preceding 3 months with the name and address of the person and the period of time the person attended the school
- Drivers licence issued overseas
- Security Guard / Crowd Safety Officer Identity Card



H Customer Information and Privacy

COMPULSORY

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:

- where disclosure is compelled by law; or
- where there is a duty to the public to disclose; or
- where our interests require disclosure; or
- 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 Commonwealth Bank to purchase property: valuers and insurers (so that Commonwealth 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 Commonwealth 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.

H Customer Information and Privacy (continued...)

COMPULSORY

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 Commonwealth Bank.



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I Direct Debit Request

COMPULSORY

Section I is compulsory:

- › **If you would like to pay for your Application Amount by Direct Debit. We will arrange a Direct Debit from your bank account nominated in Section I for the Application Amount (C) indicated in Section B of this Application Form. We will debit your bank account on or after the Closing Date of Capital Series Australia II.**
- › **If you are applying for Capital Investment Loan. We will direct debit the following from the bank account nominated in Section I of this Application Form:**
 - **The Application Fee (B) – which is equal to 0.00% of the Investment Amount – on or after the Closing Date of Capital Series Australia II; and**
 - **Interest payments on your Capital Investment Loan. If you choose to pay your interest annually in advance and you do not apply for an Interest in Advance Loan, we will debit your bank account on the Start Date of Capital Series Australia II. If you choose to pay your interest monthly in arrears, we will debit your bank account at the end of each month.**
 - **Any difference between the Investment Amount and the amount we agree to lend you.**
- › **If you are applying for an Interest in Advance Loan. We will direct debit the principal and interest repayments on your Interest in Advance Loan.**

- › **The Account Name must be a holder of the Capital Series Australia II investment and must be held with banks, building societies and credit unions within Australia. Direct Debit is not allowed on the full range of accounts. If in doubt, please refer to your bank.**

Form of Request for debiting amounts to accounts through the Bulk Electronic Clearing System (BECS). If you wish to make any payment relating to Capital Series Australia II by Direct Debit, we can arrange a Direct Debit from your bank account with an Australian Financial Institution. If you are applying for Capital Investment Loan, the Application Fee and interest payment on your Loan will be debited from the bank account nominated in this section. By completing this Direct Debit Request you are authorising Commonwealth Securities Ltd to both direct debit and direct credit your account.

I / We (Name that appears on your account)

I / We (Name that appears on your account if held jointly)

authorise and request, Commonwealth Securities (APCA User ID No.062934) as agent for Commonwealth Bank of Australia to arrange for funds to be debited from my / our account at the Financial Institution identified on the next page and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement on the next page.



I Direct Debit Request (continued...) **COMPULSORY**

I / We authorise the following:

1. Commonwealth Bank to verify the details of the account with my / our Financial Institution.
2. The Financial Institution to release information allowing Commonwealth Bank to verify the account details.

Signature of Individual 1 / Director 1 / Trustee 1

Signature of Individual 2 / Director 2 / Trustee 2

Note: For Company Applicants and Corporate Trustee Applicants, two (2) Directors or a Director and Secretary (unless you are a sole director) must sign.

Date

Date

(If the Bank Account is in joint names, both account holders must sign.)

Bank Account Details

Bank Name

Branch

Account Name

BSB No.

Account No.

Note: Direct Debit is not allowed on the full range of accounts. If in doubt, please refer to your bank.

Please detach and keep for future reference

COMMONWEALTH BANK CAPITAL SERIES AUSTRALIA II, CAPITAL INVESTMENT LOAN AND INTEREST IN ADVANCE LOAN DIRECT DEBIT SERVICE AGREEMENT

Debit arrangements

1. We reserve the right to charge a transaction fee if any debit item already debited from your nominated account is returned as unpaid by the Financial Institution.
2. We will keep the information about your nominated account at the Financial Institution private and confidential unless this information is required by us to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.
3. In the event of a debit returned unpaid we may attempt a redraw on your nominated account.
4. We will advise you 14 days in advance of any changes to the Direct Debit arrangements.

Your Rights

5. You may terminate the Direct Debit arrangement with us, however this termination must be in writing.
6. Where you consider the debit is incorrect in either the due date or amount or both, you should raise the matter with Commonwealth Bank on **13 15 20**.

Your Responsibilities

7. It is your responsibility:
 - to check with the Financial Institution where your account is held before completing the Direct Debit Request (DDR) as Direct Debiting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. You should also complete your account details (including Bank State Branch (BSB) number) directly from a recent account statement from your Financial Institution;
 - to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due settlement date of your transactions executed by Commonwealth Bank;
 - to ensure that the authorisation to debit the nominated account is in the same name as the account held by the Financial Institution;
 - to advise us if the account you have nominated to debit is transferred or closed;
 - to ensure that suitable arrangements are made if the Direct Debit is cancelled;
 - by yourself;
 - by your nominated Financial Institution; or
 - for any other reason



J Financial Adviser Details and Declaration

**COMPULSORY FOR FINANCIAL ADVISER -
TO BE COMPLETED BY FINANCIAL ADVISER**

Adviser's Name

Authorised Representative of (Australian Financial Services Licencee)

Street address

State

Postcode

Postal address

State

Postcode

Adviser Stamp

Phone Numbers

Business Phone 1

Business Phone 2

Fax

Mobile

Preferred email address

Tick this box if you have agreed with Commonwealth Bank to receive commission. You must supply your Client Adviser Number (CAN) if it has previously been provided to you by us.

Tick this box if you are a Nominated Representative for the purpose of Section F "Appointment of Nominated Representative(s)" of the Application Form (Please see Section F and ensure you have signed that section).

If you do not have a CAN, you must supply your date of birth and Authorised Representative Number. If you do not have an Authorised Representative Number, you must supply an Authorised Representative Certificate from your dealer group.

CAN

OR

Date of Birth

 / /

AND

Authorised Representative Number

Commonwealth Bank of Australia is authorised to take instruction from this Financial Adviser on behalf of the Borrower(s).

Adviser Declaration

I declare that:

- 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;
- I hold or I am an Authorised Representative of an entity that holds all appropriate licences and authorities and I am authorised to sell Capital Series *Australia II* and the Capital Investment Loan and Interest in Advance Loan;
- I am entitled to receive the commission payable to licensed financial planners or brokers for Capital Series *Australia II* and the Capital Investment Loan and Interest in Advance Loan;
- I have not misled, or misrepresented Capital Series *Australia II* and the Capital Investment Loan or Interest in Advance Loan, to the Applicant(s) / Borrower(s) disclosed in this Application Form and I have acted honestly, responsibly and lawfully in providing financial products and services described in and associated with Capital Series *Australia II*, the Capital Investment Loan and the Interest in Advance Loan brochure to the Applicant(s) / Borrower(s) disclosed in this Application Form;
- The Capital Investment Loan and the Interest in Advance Loan (if applicable), will be applied by the Borrower(s) wholly or predominantly for business and/or investment purposes;
- I have explained the risks of Capital Series *Australia II* and the Capital Investment Loan and Interest in Advance Loan to the Applicant(s) / Borrower(s) and drawn the attention of the Borrower(s) specifically to Section C2 "Risk Disclosure" of the Application Form; and
- I certify that the information provided on the Applicant / Borrower is correct and consistent with my understanding of the Applicant's / Borrower's financial position.

**J Financial Adviser Details and Declaration
(continued...)**

**COMPULSORY FOR FINANCIAL ADVISER -
TO BE COMPLETED BY FINANCIAL ADVISER**

ADVISER

IMPORTANT:

Attach a legible copy of the ID documentation used to verify the individual (and any required translation).

Alternatively, **if agreed** between your licensee and the product issuer, complete the ID Document Details below, and **DO NOT** attach copies of the ID Documents.

ID DOCUMENT DETAILS

Document 1

Document 2

Verified From Original Certified Copy

Original Certified Copy

Document Issuer

Issue Date

Expiry Date

Document Number

Accredited English Translation N/A Sighted

N/A Sighted

Date Verified

Financial Planner's Name / Phone No.

AFS Licensee Name AFSL No.

Signature of Adviser

Date

**K Declaration and Signature(s)****COMPULSORY**

- › Please read Section K in its entirety. You must provide the required signatures at the end of Section K before returning the Application Form to us.

General Declaration: I / We whose full name(s) and address(es) appear above, hereby apply for Commonwealth Bank Capital Series *Australia II* and Capital Investment Loan (if applicable) and Interest in Advance Loan (if applicable) as set out on this Application Form, to be issued in accordance with the Terms of Sale and Terms and Conditions of the Loan issued by Commonwealth Bank of Australia. I / We have read and understood both Part 1 dated 27 October 2008 and Part 2 dated 23 February 2009 of the PDS, in particular, the Terms of Sale and Schedule of Terms for Capital Series *Australia II* and the Terms and Conditions of the Loan. I / we agree to accept Commonwealth Bank Capital Series *Australia II* and obtain Capital Investment Loan (if applicable) and obtain Interest in Advance Loan (if applicable) on the basis of and be bound by the Terms of Sale and Terms and Conditions of the Loan (if applicable).

I / We appoint the person(s) described in Section F as my / our Nominate Representative/s and understand and agree to be bound by the Terms and Conditions of Appointing Nominated Representative/s as set out in Section F of the Application Form.

I / We understand and acknowledge that the law requires signatories to provide true and correct information and state all the names by which they are commonly known. I also understand that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.

I / We declare that the details as shown on this Application are complete and correct.

I / We consent to the use and disclosure of my / our information as indicated in Section H of this Application Form. You may indicate that you do not wish to receive marketing information from us by ticking the box provided below.

- Tick this box if you do not want to receive any promotional material from CommSec (including information about Initial Public Offers).

Representations and Warranties: I / We represent and warrant that:

- › I am / we are not bankrupt nor insolvent, am / are able to pay my / our debts as and when they become due, no step has been taken to make me / us bankrupt or commence winding up proceedings, appoint a controller or administrator, seize or take possession of any of my / our assets or make an arrangement, compromise or composition with any of my / our creditors;
- › I / we have full legal capacity to make the Application and be bound by the Terms of Sale and have taken all actions that are necessary to authorise the Application and be bound by the terms;
- › I / we have reviewed the Terms of Sale and I / we have made my / our own independent investigations and appraisals of the taxation, legal, commercial and credit aspects associated with the purchase of the Delivery Assets;
- › I / we have not relied in any way whatsoever on any statements made by Commonwealth Bank of Australia or any of its related entities or their servants, agents, employees or representatives in relation to the Terms of Sale or the deferred purchase of the Delivery Assets and I / we acknowledge that Commonwealth Bank of Australia has not made any representations to me / us regarding the suitability or appropriateness of the deferred purchase of the Delivery Assets;
- › I / we understand that nothing in the Terms of Sale or any marketing material associated with Capital Series *Australia II* can be considered investment advice or a recommendation to buy the Delivery Assets; and
- › I / we have obtained all consents which may be required by law to enable me / us to acquire the Delivery Assets and to become registered as the holder of the Delivery Assets and that the registration of me / us as the holder of the Delivery Assets will not contravene any law, regulation or ruling or the constitution of any company.
- › I / we (and no other person) are not in breach of any law or any obligation to another person by entering into or becoming bound by the Terms of Sale;
- › by applying for Capital Series *Australia II*, I / we will not be in breach nor there be any resulting breach of any exchange controls, fiscal, securities or other laws or regulations for the time being applicable to Capital Series *Australia II* or me / us;

**K Declaration and Signature(s) (continued...)****COMPULSORY**

- › I / we are not a resident or national of any jurisdiction where the Application for or the Completion of Capital Series Australia II is prohibited by any law or regulation or where compliance with the relevant laws or regulations would require filing or other action by the Commonwealth Bank of Australia or any of its related bodies corporate.
- › I / we acknowledge that the Commonwealth Bank of Australia does not provide taxation advice and the information contained in Section 4 in Part 1 of the PDS headed "Tax Considerations" and Section 5 in Part 2 of the PDS is necessarily general in nature and does not take into account the specific taxation circumstances of each individual Investor. I /we acknowledge that I / we have been advised to seek my / our own independent advice on the taxation implications relevant to my / our own circumstances before making an investment decision;
- › all the information that I / we have given to the Commonwealth Bank of Australia is correct and not misleading;
- › I / we have not withheld any information that might have caused the Commonwealth Bank of Australia to reject my / our Application;
- › I / we acknowledge that I / we have read Customer Information and Privacy section of this PDS and consent to the use and transfer of my information as set out in that section; and
- › I / we acknowledge that my / our signatures below indicates my / our authorisation of the payment instructions provided to the Commonwealth Bank of Australia in this Application Form.

Power of Attorney: For valuable consideration I / we irrevocably appoint Commonwealth Bank of Australia, its nominees and any of their directors, secretaries and managers or any employee whose title includes the words "director", "head" or "manager" severally as my / our attorney to do (either in my / our name or the name of the attorney) all acts and things that I am / we are obliged to do under the Terms of Sale and Terms and Conditions of the Loan (if applicable) and which the Commonwealth Bank of Australia is authorised to do under the Terms of Sale and Terms and Conditions of the Loan (if applicable):

- to fill in blanks, correct errors, sign, seal and deliver and execute all documents (including assurances, identification and address declarations, and other instruments) which the Commonwealth Bank of Australia or the attorney considers necessary or expedient in connection with Capital Investment Loan (if applicable) and Interest in Advance Loan (if applicable); or
- which in the opinion of the Commonwealth Bank of Australia, are necessary or desirable in connection with the Delivery Assets (as defined in the Terms of Sale) or the protection of Commonwealth Bank of Australia's interests or the exercise of the rights, powers and remedies of Commonwealth Bank of Australia, including without limitation the authority to sell the Delivery Assets on my/our behalf in accordance with clause 3.5(b) of the Terms of Sale.

K Declaration and Signature(s) (continued...)

COMPULSORY

PLEASE READ THE TERMS CAREFULLY BEFORE SIGNING THIS APPLICATION FORM

- ▶ Every statement and direction made above is, in the case of persons who jointly apply for Capital Series *Australia II*, made jointly and severally by each Applicant.

ACKNOWLEDGEMENT AND SIGNATURES

Each Joint Applicant must sign this Application Form.

For Company Applicants and Corporate Trustee Applicants, two (2) Directors or a Director and Secretary (unless you are a sole director) must sign.

Signature / Execution clause Signed by:

Applicant 1 / Director 1 / Trustee 1 Signature

Date

Applicant 2 / Director 2 / Secretary / Trustee 2 Signature

Date

L Appendix A

COMPULSORY

SUPPLEMENTARY PDS – ACKNOWLEDGEMENT NOTICE

I confirm:

- I have read and understood the Capital Series Product Disclosure Statement (PDS) Part 1 dated 27 October 2008, Part 2 dated 23 February 2009 and the Supplementary Product Disclosure Statement (SPDS) dated 3 March 2009; and
- I have considered my personal circumstances in relation to the PDS and the SPDS and confirm that I wish to proceed with my Application for Capital Series *Australia II*.

Applicant 1 / Director 1 / Trustee 1 Signature

Date

Applicant 2 / Director 2 / Trustee 2 Signature

Date

Bank use only

Branch number

RM name

Client's CRIS code

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Check List – Australia II Application Form

COMPULSORY

➤ **Before you send in your Application Form for Capital Series Australia II, use this list to check that you have provided all the information required.**

Tick	Section
	A Your personal and contact details
	B How much you are investing and how you are going to pay for your investment
	C You must complete this section if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan
	D Only if you have attached a cheque
	E Your direct credit details
	F Your Nominated Representative(s) details
	G Identify yourself, and attach the relevant documents for identification For customers that do not have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account or are not using a financial adviser, certified identification document is required
	H You must read and understand this section
	I If you have selected to pay using Direct Debit in Section B or if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan
	J Compulsory for Financial Adviser – to be completed by Financial Adviser If your Financial Adviser is appointed as a Nominated Representative, your Financial Adviser must sign Section F
	K Read and sign the Declaration statement

Send your completed and signed Application Form to:

Capital Series Australia II
Commonwealth Securities
Locked Bag 34
Australia Square NSW 1214

Note: Please ensure that you have attached all supporting documentation for your Application.

How did you hear about Capital Series Australia II?:

- CommSec email / direct mail
- CommSec website
- CommSec call centre
- Other, please specify _____

Please turn over for the
Capital Series *Australia II*
Application Form



Directory

Registered office of the Issuer:
Commonwealth Bank of Australia
48 Martin Place
Sydney NSW 2000

