

INFORMATION MEMORANDUM

COMMONWEALTH BANK OF AUSTRALIA

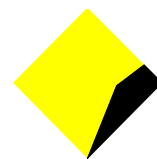
ACN 123 123 124

Issuer

DEBT ISSUANCE PROGRAMME

Commonwealth Bank

Arranger



This Information Memorandum is dated 3 February 1999

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1. IMPORTANT NOTICE

This Information Memorandum relates solely to an Australian Dollar Debt Issuance Programme (“Programme”) for Commonwealth Bank of Australia (the “Bank” or the “Issuer”) under which the Bank may issue Notes (“Notes”) within an unlimited maximum aggregate principal amount.

This Information Memorandum should be read in conjunction with the information incorporated by reference together with any additional information distributed with this Information Memorandum and any further information, authorised in writing by the Bank to supplement or update that information (collectively referred to as “Additional Information”). In this Information Memorandum the Additional Information and this Information Memorandum are collectively referred to as “this Memorandum”.

This Memorandum has been approved by the Bank which has provided, and accepts responsibility for, the information contained in it. The Bank has requested and authorised the distribution of this Memorandum.

The information in this Information Memorandum and any Additional Information has been prepared and is correct as of its respective Effective Date (as defined below). The delivery at any time after the Effective Date of this Memorandum or any part of this Memorandum does not imply that the information contained in this Memorandum or that part of this Memorandum is correct at any time subsequent to the Effective Date. Accordingly, neither the delivery of this Memorandum (or any part thereof) nor any offer or sale of Notes implies or should be relied upon as a representation or warranty that:

there has been no change since the relevant Effective Date in the affairs or financial condition of the Bank; or

the information contained in this Memorandum or any part thereof remains correct at any time after its respective Effective Date.

This Memorandum is not intended to be and does not constitute an invitation by the Bank, the Manager or the Dealers for applications or offers to subscribe for or buy any Notes, nor an offer of Notes for subscription or purchase. Accordingly, persons contemplating the purchase of Notes should make their own decision as to the sufficiency and relevance for their purpose of the information contained in this Memorandum, and their own independent investigation of the financial condition and affairs, and their own appraisal of the creditworthiness of the Bank, after taking all appropriate advice from qualified professional persons. Any investment decision should be based on that decision, investigation and appraisal referred to above and not on this Memorandum.

Also, the Arranger, the Manager and each Dealer acts solely through a separate division in the context of this Memorandum and the Programme, without reference to any of its or its subsidiaries’ respective personnel or operations outside that division, and are therefore not to be taken to be aware of any matters within the knowledge of such personnel or operations relating to the Bank or the Programme.

No person is authorised to give any information or to make any representation which is not contained in this Memorandum and any information or representation not contained in this Memorandum must not be relied upon as having been authorised by or on behalf of the Bank or the Manager.

The distribution of this Memorandum and the offering or sale of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Memorandum comes must inform themselves about and observe all such restrictions. Nothing in this Memorandum is to be construed as authorising distribution of this Memorandum or the offer or sale of Notes in any jurisdiction other than the Commonwealth of Australia, and neither the Bank, the Arranger, the Manager or the Dealers accept any liability in that regard.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, and are subject to U.S. tax requirements. Accordingly, subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. Furthermore the Notes may not be offered or sold, directly or indirectly, and neither this Information Memorandum nor any other offering material may be distributed or published, in any jurisdiction except under circumstances that will result in compliance with any applicable law or regulations.

In this Important Notice, “Effective Date” means in relation to:

this Information Memorandum, 3 February 1999; and

any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on the face of the item of information as being the date of its release, or the date to which it relates, as the case may be.

The Arranger, the Manager, each Dealer and Computershare Registry Services Pty Limited (the “Registrar”) each disclose that it, its respective subsidiaries, directors and employees;

may have pecuniary or other interests in the Notes; and

will receive fees, brokerage and commissions and may act as principal in any dealing in the Notes.

2. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference in, and form part of, this Memorandum:

- the most recently published annual report of the Bank from time to time;
- all supplements to this Information Memorandum published by the Bank from time to time; and
- the Deed of Terms and Conditions dated 5 February 1999 between the Bank, the Manager and the Registrar.

Any statement contained in any such incorporated document modifies or supersedes this Information Memorandum and any previously incorporated document to the extent of any inconsistency between them.

Copies of all documents incorporated by reference may be obtained from the Bank and are available for inspection at the head office of the Bank at 48 Martin Place, Sydney.

3. PROGRAMME SUMMARY

The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum, including the documents incorporated by reference in the forms most recently published. The terms and conditions of the Notes are contained in the Deed of Terms and Conditions. If there is any inconsistency between the Programme Summary and the Deed of Terms and Conditions, the Deed prevails.

Issuer:	Commonwealth Bank of Australia
Arranger and Manager:	Commonwealth Bank of Australia (ACN 123 123 124)
Dealers:	Commonwealth Bank of Australia
Programme Limit:	Unlimited
Programme Description:	An Australian dollar Debt Issuance Programme allowing for the issue of Notes in the form of Amortised Notes, Fixed Rate Notes, Floating Rate Notes, Indexed Notes, Structured Notes, Zero Coupon Notes or any combination of these.
Issuer Ratings:	AA- long term debt rating by Standard & Poor's Aa3 long term debt rating by Moody's Investors Service, Inc. A+ subordinated long term debt rating by Standard & Poor's (expected)
Status:	<p>Unsubordinated Notes Unsubordinated Notes are direct, unsecured and unsubordinated obligations of the Bank and rank pari passu amongst themselves and rank at least pari passu with all other unsecured unsubordinated obligations incurred or assumed by the Bank other than those mandatorily preferred by law. Unsubordinated Notes do not constitute deposit liabilities for the purposes of section 13A of the Banking Act 1959 of the Commonwealth of Australia.</p> <p>Subordinated Notes Subordinated Notes constitute direct and unsecured subordinated obligations of the Bank and, unless otherwise specified in the applicable Terms Sheet, rank pari passu amongst themselves and, unless otherwise specified in the applicable Terms Sheet, rank at least pari passu with all other unsecured subordinated obligations incurred or assumed by the Bank other than those mandatorily preferred by law. Nothing in this clause or any Terms Sheet may be construed as permitting Subordinated Notes to rank equally with or ahead of any unsubordinated obligations incurred or assumed by the Bank. Subordinated Notes do not constitute deposit liabilities of the Bank for the purposes of section 13A of the Banking Act 1959 of the Commonwealth of Australia.</p>
Tenors:	As specified in the relevant Terms Sheet, but not less than 365 days.
Denominations:	The minimum denomination of a Note will be A\$100,000 subject to a minimum Purchase Price of A\$500,000.
Issuing Procedure:	Notes may be issued to Dealers, at the discretion of the Issuer, via any of the following issuance mechanisms: <ul style="list-style-type: none"> • competitive bidding; • private placements; and • unsolicited bids
Stamp Duty/Taxes:	<p>All stamp duties and other costs payable on the issue of the Notes will be for the account of the Issuer. Any stamp duties payable on the transfer of the Notes are for the account of investors.</p> <p>Investors should obtain their own taxation advice regarding the taxation status of investing in Notes.</p>

- Events of Default:** An Event of Default occurs if one of the events specified in clause 13.3 of the Deed of Terms and Conditions occurs.
- Purchase Price:** Notes may be issued at par or at a discount or premium to their Principal Amount as specified in the relevant Terms Sheet. The Purchase Price of a Note on its issue date will be calculated according to the Reserve Bank of Australia's "Tender Stock Method" formula or in such other manner as may be agreed between the Issuer and the Dealers, in each case expressed to three decimal places.
- Interest Payments:** The methods of interest calculations and payments (if any) including interest rate and frequency of payments will vary according to the types of Notes issued.
- Interest Payment Dates:** Payment of interest on interest bearing Notes will be made on Interest Payment Dates to the registered owner(s) of Notes at the time of closure of the Register. The Register will be closed seven business days prior to the Interest Payment Date to facilitate the payment of interest.
- Payment of principal will be made on the relevant Redemption Date(s) to the registered owner(s) of Notes at the time of closure of the Register. The Register will be closed seven business days prior to the relevant Redemption Date(s) to facilitate the payment of principal.
- Registrar:** Computershare Registry Services Pty Limited (ACN 078 279 277)
- Register:** The Register will be maintained in the Australian Capital Territory. Transfer and marking services will be available at the offices of the Registrar in each capital city in Australia.
- Notes are transferable by use of a transfer and acceptance form.
- Subject to the Deed of Terms and Conditions no certificates in respect of the Notes will be issued. Title will be evidenced by inscription in the Register.
- Settlement:** Application will be made to Austraclear Limited ("Austraclear") to permit members to settle purchases and sales through the Austraclear System in accordance with Austraclear's rules and regulations.
- Governing Law:** Australian Capital Territory

4. TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes are set out in a deed poll made by the Bank, the Registrar and the Manager. This section includes all the operative parts of the deed poll.

1. DEFINITIONS, AUSTRACLEAR AND INTERPRETATION

1.1 Definitions

In this Deed the following terms have the following meanings, unless the subject or the context otherwise requires:

Amortisation Rate for Early Redemption	-	the accrued amortisation of the original discount of a Zero Coupon Note expressed in the Register as a rate per centum per annum;
Amortised Note	-	a Note which is to be redeemed by instalments;
Applicable Reference Date	-	the date for determining the Variable Indexed Amount being: <ul style="list-style-type: none"> (a) 5 Index Business Days before the Maturity Date; (b) where a Note is to be redeemed prior to its Maturity Date, 5 Index Business Days before the date of redemption; or (c) for the purpose of calculating the aggregate Principal Amount of Outstanding Notes from time to time, the date of calculation;
Application Form	-	an application form substantially in the form of Schedule 2;
Assets	-	the unconsolidated gross assets of the Bank as shown by the latest published audited accounts of the Bank as adjusted for events subsequent to the date of such accounts in the manner and to the extent the directors, the auditor or, if relevant, the liquidator, of the Bank determines to be appropriate;
Australian Dollars and \$	-	the lawful currency for the time being of the Commonwealth of Australia;
Authorised Officer	-	<ul style="list-style-type: none"> (a) in respect of the Registrar, any director of the Registrar and any person or any person holding any position, from time to time nominated as an Authorised Officer by the Registrar by notice to the Arranger, the Manager, the Dealers and the Issuer, such notice to be accompanied by certified copies of the signatures of all new persons so appointed, and, if no such notice is given, means any person who is an officer of the Registrar; and (b) in respect of the Bank and the Manager, any officer of that party whose title of office is or includes the word "Manager", "Executive" or "Director" (including any person acting in any such office);
Bank	-	Commonwealth Bank of Australia ACN 123 123 124;

- Bank Bill Rate
- the average three month Australian bank bill swap reference mid-rate, as quoted on Reuters Screen BBSW Page at or about 10.10 am (Sydney time) on the Issue Date (or such other date as may be agreed by the Bank and the Manager) and on the first day of each subsequent Interest Period, rounded up to two decimal places if the third decimal place is 5 or greater and rounded down to two decimal places if the third decimal place is lower than 5. If Reuters Screen BBSW Page is no longer widely recognised as the main indicator of bank bill rates in Australia, or is not available due to technical faults, a replacement indicator will be adopted by the Bank in consultation with the Manager which, as closely as practicable, replicates such bank bill rates;
- Base Index Figure
- in relation to an Indexed Note, the figure specified as such in the Register;
- Business Day
- a day (other than a Saturday, Sunday or public holiday) on which Banks are open for general banking business in Sydney;
- Day Count Fraction
- in respect of the calculation of Interest Amount:
 - (a) if *Actual/365 (fixed)* is specified in the applicable Terms Sheet, the actual number of days in the Interest Period in respect of which payment is being made divided by 365;
 - (b) if *Actual/365* or *Actual/Actual* is specified in the applicable Terms Sheet, the actual number of days in the Interest Period in respect of which payment is being made divided by:
 - (i) 365; or
 - (ii) if any portion of that Interest Period falls in a leap year, the sum of:
 - (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366; and
 - (B) the actual number of days in that portion of the Interest Period falling in a year other than a leap year divided by 365;
 - (c) if *360/360* or *Bond Basis* is specified in the applicable Terms Sheet, the number of days in the Interest Period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless:
 - (i) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month which includes that last day will not be considered to be shortened to a 30-day month; or
 - (ii) the last day of the Interest Period is the last

day of the month of February, in which case the month of February will not be considered to be lengthened to a 30-day month)); or

- (d) if *RBA Bond Basis* is specified in the applicable Terms Sheet, one divided by the number of Interest Payment Dates in a year;

- Deed - this deed poll including the Schedules;
- Electronic Source - an electronic financial markets information source, access to which is unrestricted to market participants and which is used by financial market participants for dealing in debentures;
- Event of Default - any of the events specified in clause 13.3;
- Fixed Rate Note - a Note which bears interest at a fixed rate including, if relevant and without limitation, an Amortised Note, an Indexed Note and a Structured Note;
- Floating Rate Basis - in relation to a Floating Rate Note, the basis on which interest is calculated in respect of that Note, as specified in the Register and which will be, unless otherwise agreed by the Bank and the person who is to be entered in the Register as the Noteholder for the purpose of issuing that Floating Rate Note, the Bank Bill Rate;
- Floating Rate Note - a Note which bears interest at a floating rate including, if relevant and without limitation, an Amortised Note, an Indexed Note and a Structured Note;
- Government Body - any country, state or political subdivision or any government or central bank or any governmental, semi-governmental, international, judicial, administrative, municipal, local governmental statutory, fiscal, monetary or supervisory authority, body or entity;
- Index - in relation to an Indexed Note, the index which applies to that Note, as specified in the Register;
- Index Business Days - in relation to an Index, a day on which banks are open for general banking business in the place where that Index is published;
- Index Figure - the figure calculated by applying the Index to the facts relevant on the date the Variable Indexed Amount is calculated;
- Indexed Note - a Note which provides that:
 - (a) the amount to be repaid on the Maturity Date; or
 - (b) the Interest Amount to be paid on an Interest Payment Date,

is to be calculated by reference to an Index;

Interest Amount	- in relation to a Fixed Rate Note or a Floating Rate Note, the amount of interest payable in respect of that Note as determined in accordance with clause 6.6 (a) or (b), respectively;
Interest Payment Date	- in relation to a Fixed Rate Note or a Floating Rate Note, each date on which interest is to be paid on that Note, as specified in the Register;
Interest Period	- in relation to a Fixed Rate Note or a Floating Rate Note, the period from and including an Interest Payment Date (or, in the case of the first period, the Issue Date) to but excluding the next Interest Payment Date (or, if interest is paid in advance, in the case of the last period, the Maturity Date);
Interest Rate	- in relation to a Fixed Rate Note or a Floating Rate Note, the interest rate determined pursuant to clause 6.4 or 6.5, respectively;
Issue Date	- in relation to any Note, the date recorded as such in the Register;
Manager	- Commonwealth Bank of Australia ACN 123 123 124 or such other manager appointed by the Bank from time to time;
Maturity Date	- in relation to a Note, the date recorded in the Register as the date for redemption of that Note or, in the case of an Amortised Note, the date on which the last instalment of the Redemption Amount is payable;
Note	- a medium term unsecured note of the Bank title to which is recorded in and evidenced by inscription in the Register and not by the issue of a certificate or otherwise, issued by the Bank on the terms and conditions set out in this Deed as amended and/or as supplemented by the terms and conditions set out in a Terms Sheet and being an Amortised Note, a Fixed Rate Note, a Floating Rate Note, an Indexed Note, a Structured Note, or a Zero Coupon Note. In addition to any other characteristics, a Note may be a Term Subordinated Note, an Undated Subordinated Note or an Unsubordinated Note;
Noteholder	- a person whose name is for the time being entered in the Register as the owner of a Note or, where a Note is owned jointly by more than one person, the persons whose names appear in the Register as the joint owners of that Note and, when dealt with in the Austraclear System, includes Austraclear acting on behalf of a Member;
Outstanding Notes	- Notes which have been issued but have not been redeemed or otherwise discharged in full;
Principal Amount	- (a) the face amount of a Note as recorded in the Register; (b) in the case of an Amortised Note, that face amount less the aggregate of the amounts repaid from time to time; or (c) in the case of an Indexed Note in respect of which the capital is indexed, that face amount plus or minus, as the case may be, the Variable Indexed Amount calculated as at the Applicable Reference Date;
Purchase Price	- per \$100 of Principal Amount, together with accrued interest (if any), will be calculated according to the

Reserve Bank of Australia "Tender Stock Method" formula or in such other manner as may be agreed by the Bank, in each case expressed to 3 decimal places;

- Redemption Amount - in relation to a Note, the amount determined in accordance with clause 7.2;
- Redemption Date - the Maturity Date of a Note and any other date recorded in the Register as a date for partial redemption of an Amortised Note or optional redemption at the election of the Bank or Noteholder;
- Redemption Price - the redemption price of a Zero Coupon Note recorded in the Register as the percentage of the Principal Amount relative to the date on which the Note is to be redeemed, which:
- (a) in the case of a Zero Coupon Note which is not an Amortised Note, an Indexed Note or a Structured Note, if not specified otherwise in the applicable Terms Sheet will be 100 per centum less the discount percentage; and
 - (b) and in all other cases will be as specified in the applicable Terms Sheet;
- Register - the register opened and maintained by the Registrar in respect of the Notes in accordance with clause 3.1;
- Registrar - Computershare Registry Services Pty Limited ACN 078 279 277 or such other registrar appointed by the Bank from time to time and notified to the Noteholders pursuant to clause 11;
- Registry Services Agreement - the registry services agreement between the Bank and the Registrar;
- Reuters Screen BBSW Page - the page designated "BBSW" on the Monitor Money Rates Service distributed by companies in the Reuters group or its associates (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices);
- Security Interest - any mortgage, pledge, lien, charge or other security interest howsoever created or arising (other than any lien or pledge arising in the ordinary course of business or in respect of the payment of any claim or liability payment of which is being contested in good faith);
- Series - a number of Notes, all of which have the same Issue Date, the same characteristics and the same Maturity Date;
- Settlement Price - per \$100 of Principal Amount, together with accrued interest (if any), will be calculated according to the Reserve Bank of Australia "Tender Stock Method" formula or in such other manner as may be set out in a Terms Sheet, in each case expressed to 3 decimal places;
- Solvent - the Bank is taken to be Solvent if:
- (a) it is able to pay its debts to Unsubordinated Creditors as they fall due; and
 - (b) its Assets exceed its Liabilities.

A report as to whether the Bank is Solvent signed by 2 Authorised Officers of the Bank or the auditors of the Bank or, if the Bank is

- being wound up, its liquidator, will, unless the contrary is proved, be evidence of the information set out in that report. In the absence of such a report the Bank and any Noteholder is entitled to assume (unless the contrary is proved) that the Bank is and will after any payment be Solvent;
- Structured Note - a Note the characteristics of which may be different to and/or include some or all of the characteristics of Amortised Notes, Fixed Rate Notes, Floating Rate Notes, Indexed Notes or Zero Coupon Notes (as each of those terms is defined) (including, without limitation, a Note which is partly fixed and partly floating, a Floating Rate Note with a cap, a collar or a floor and a Note which is convertible from fixed rate to floating rate or vice versa);
- Subordinated Note - a Term Subordinated Note or an Undated Subordinated Note;
- Tax Act - the Income Tax Assessment Act 1936 of the Commonwealth of Australia and the Income Tax Assessment Act 1997 of the Commonwealth of Australia;
- Tenor - the number of days commencing on and including the Issue Date up to but excluding the Maturity Date;
- Term Subordinated Note - a Note which is subordinated pursuant to clause 10 which has a specified Maturity Date. A Term Subordinated Note may be an Amortised Note, a Fixed Rate Note, a Floating Rate Note, an Indexed Note, a Structured Note or a Zero Coupon Note;
- Terms Sheet - a terms sheet relative to a proposed issue of Notes completed as appropriate, confirmed by the Bank by execution on behalf of the Bank and delivered to the Registrar, substantially in the form of Schedule;
- Undated Subordinated Note - a Note which is subordinated pursuant to clause 10 which does not have a specified Maturity Date. An Undated Subordinated Note may be an Amortised Note, a Fixed Rate Note, a Floating Rate Note, an Indexed Note, a Structured Note or a Zero Coupon Note;
- Unsubordinated Creditors - all the creditors (present and future), including depositors, of the Bank:
- (a) whose claims would be admitted in a Winding-Up of the Bank; and
 - (b) who do not have claims against the Bank, the right to payment or repayment of which by their terms is, or is expressed to be, subordinated in a Winding-Up of the Bank to the claims of all unsubordinated creditors (whether secured or not) of the Bank;
- Unsubordinated Note - a Note which is not a Subordinated Note. An Unsubordinated Note may be an Amortised Note, a Fixed Rate Note, a Floating Rate Note, an Indexed Note, a Structured Note or a Zero Coupon Note;
- Variable Indexed Amount - in relation to an Indexed Note the capital of which is indexed, the amount calculated by reference to the Index Figure on the relevant Applicable Reference Date (or such other date agreed between the Bank and the Noteholder on or prior to the Issue Date) and determined in accordance with the formula agreed between the Bank and the Noteholder on or prior to the Issue Date of the

relevant Indexed Note;

- Winding-Up - any procedure whereby the Bank may be wound-up, dissolved, liquidated or cease to exist as a body corporate whether brought or instigated by a Noteholder or any other person, but excludes any winding-up, dissolution, liquidation or cessation in the process of a merger, reconstruction or amalgamation in which the surviving entity has assumed or will assume expressly or by law all obligations of the Bank in respect of the Notes; and
- Zero Coupon Note - a Note which does not bear interest including, if relevant and without limitation, an Amortised Note, an Indexed Note and a Structured Note.

1.2 Austraclear

In this Deed the following words have the following meanings:

- Austraclear - Austraclear Limited, which company has established a facility for the safe custody of certain securities and the electronic recording of transactions between Members relating to those securities; and
- Austraclear Regulations - the regulations known as the "Austraclear Limited Regulations" established by Austraclear to govern the use of the Austraclear System as amended or replaced from time to time.

The following terms have the respective meanings ascribed to them in the Austraclear Regulations:

"Austraclear System"; and
"Member".

1.3 Interpretation

In this Deed, unless a contrary intention appears:

- (a) words denoting the singular number include the plural and vice versa;
- (b) words denoting any gender include every other gender;
- (c) words denoting persons include bodies corporate, firms, unincorporated associations and Government Bodies;
- (d) a reference to any legislation includes all regulations and other instruments under the legislation and all amendments, replacements, consolidations or re-enactments of such legislation, regulations and instruments;
- (e) headings are for convenience only and do not affect the interpretation of this Deed;
- (f) a reference to a clause or Schedule is a reference to a clause of or a schedule to this Deed;
- (g) a reference to a clause, a schedule, an agreement or any other instrument is a reference to the clause, schedule, agreement or instrument as amended, varied, supplemented, replaced or novated from time to time;
- (h) where the day on or by which any act, matter or thing is or is deemed to be done is not a Business Day then such act, matter or thing must be or is deemed to be done on or by the immediately succeeding Business Day;
- (i) a reference to a number, value or amount being estimated, calculated or determined on a day means that the estimation, calculation or determination will be made as at the close of business on that day;

- (j) a reference to a person includes that person's successors and permitted assigns;
- (k) "writing" and words of like import include all means of reproducing words in a tangible and permanently visible form; and
- (l) "officer" has the meaning given to that term in the Corporations Law.

1.4 Conclusive and binding

In the absence of manifest error, all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Deed by the Manager will be binding on the Bank, the Registrar, the Manager and all Noteholders. Except as expressly provided otherwise, the Manager will have no liability to the Noteholders in connection with the exercise or non-exercise by it of its powers, duties and discretions.

1.5 Rights of Noteholders

- (a) Each Noteholder has the benefit of, and is entitled to enforce, this Deed even though it is not a party to, or is not in existence at the time of execution and delivery of this Deed.
- (b) Each Noteholder may enforce its rights under this Deed independently from the Registrar, the Manager and each other Noteholder.
- (c) Each Note is issued on and subject to the terms relating to that Note set out in the Register, each of which is:
 - (i) incorporated in this Deed as if it were set out in this Deed; and
 - (ii) binding on the Bank and each Noteholder and all persons claiming by, through or under them respectively.
- (d) Each Noteholder is bound by and is deemed to have notice of all the provisions of this deed poll including the Schedules and any applicable Terms Sheet.

1.6 Obligations separate

Each of the Bank, the Registrar and the Manager separately makes this deed poll and the obligations of the Bank, the Registrar and the Manager under this deed poll are several and independent and:

- (a) the failure by one or more of them to perform its obligations does not relieve the others of their respective obligations; and
- (b) no one of them is responsible for the failure of one or more of the others to perform its obligations.

2. NOTES

2.1 Types of Notes

The Bank may, at any time, issue:

- (a) Amortised Notes;
- (b) Fixed Rate Notes;
- (c) Floating Rate Notes;
- (d) Indexed Notes;
- (e) Structured Notes;

- (f) Zero Coupon Notes; and
- (g) a combination of any of the above,

pursuant to this Deed. Any of the Notes referred to above may be Term Subordinated Notes, Undated Subordinated Notes or Unsubordinated Notes, as specified in the applicable Terms Sheet.

2.2 Term and details of Notes

Each Note will have a term of not less than 365 days.

The Bank must notify the Registrar of all information relative to Notes set out in a Terms Sheet for entry into the Register.

Each Note to be issued must be the subject of or included in an Application Form which the Bank must lodge or cause to be lodged with the Registrar contemporaneously with or by way of notification of the details and information referred to above relative to that Note. For the avoidance of doubt, each Note will only be referred to in one Application Form but more than one Note may be mentioned in one Application Form.

The Bank must notify the Registrar of the name and address details of any person who is to be entered in the Register as a Noteholder for the purpose of issuing a Note.

As soon as practicable after receipt of the same and, if possible, on the day of receipt by the Registrar, the Registrar must enter into the Register the information and details notified by the Bank pursuant to this clause 2.2 together with any additional relevant information contained in the relative Application Form.

2.3 Issue of Notes

A Note is issued when a Noteholder is entered into the Register as the owner of that Note (otherwise than as a result of registration of a transfer of a Note).

Upon entry into the Register in respect of a Note, whether on issue or as a result of a transfer, each Noteholder will be entitled to:

- (a) the payment of the Redemption Amount of that Note; and
- (b) to the extent applicable, the payment of interest in respect of that Note,

in accordance with this Deed, together with the benefits given to Noteholders by the other provisions of this Deed.

3. REGISTRATION AND TITLE

3.1 Register

The face amount of each Note will be registered in denominations of \$100,000 or multiples of \$100,000 or as otherwise agreed (subject always to a minimum of \$500,000 consideration or otherwise in accordance with clause 4.2). No certificates in respect of the Notes will be issued unless the Bank determines that certificates should be made available or that it is required to issue them pursuant to any applicable law or regulation. The Registrar, on the Bank's behalf, will maintain the Register in Canberra to record the ownership and other details of Notes and also provide a marking service for transfers in Canberra and any other capital city in Australia in which the Registrar has the necessary facilities available.

3.2 Register conclusive

Any entry in the Register in respect of a Note of the name and address of a person and the amount owed to that person and any determination of the amount owing in respect of a Note is conclusive evidence of title to that Note or the amount owing subject to rectification for fraud and error.

3.3 No other interests

Except as required by law, the Bank is entitled to deal exclusively with the persons whose names are for the time being entered in the Register and will not be bound to recognise or to in any way give effect to any interest whether legal or equitable (including any charge, trust or other equity) affecting any Notes or the interest of the registered owner therein notwithstanding that the Bank may have actual notice of that interest.

3.4 Certified extracts

Upon request by a Noteholder and at that Noteholder's expense, the Registrar will provide to that Noteholder a certified extract of the details entered in the Register in relation to that Noteholder and any Note registered in its name, alone or jointly. Such an extract does not evidence title to any Note.

3.5 Death, bankruptcy or liquidation of Noteholder

Without limitation to clause 4, the Registrar will register a transfer of a Note to or by a person who is entitled to do so as a result of:

- (a) the death or bankruptcy or the liquidation or winding up (as applicable) of a Noteholder; or
- (b) the making of any vesting orders by a Government Body,

in accordance with any applicable laws and upon such evidence as the Registrar may require.

With respect to the transfer of Notes entered in the Register in the name of a deceased person who has two or more personal representatives, the Registrar may decline to give effect to a transfer of any such Notes unless the transfer and acceptance form is executed by all of those representatives.

3.6 Multiple owners

If more than four persons are the owners of a Note, the names of only four such persons will be entered in the Register.

If more than one person is the owner of a Note the address of only one of them will be entered in the Register. If more than one address is notified to the Registrar the address recorded in the Register will be the address of the Noteholder whose name is recorded first in the Register.

Two or more persons registered as Noteholders will be taken to be joint owners with a right of survivorship between them.

3.7 Registrar's duties

The Registrar agrees to:

- (a) enter in the Register in respect of each Note:
 - (i) the information in relation to each Note set out in the Terms Sheet relative to that Note and the information notified to the Registrar under clause 2.2;
 - (ii) the date on which a person becomes a Noteholder;
 - (iii) the date on which a person ceases to be a Noteholder;
 - (iv) the date on which that Note is redeemed, purchased or cancelled; and
 - (v) such other information as is required by any applicable law;
- (b) record each Noteholder's tax file number or basis for exemption as notified to the Registrar in accordance with applicable laws; and
- (c) comply with the obligations expressed in this Deed to be performed by the Registrar.

3.8 Change in Registrar

Subject to the Registry Services Agreement, the Bank may vary or terminate the appointment of the Registrar and appoint a new Registrar at any time.

Notice of the appointment of a new Registrar will be given to the Noteholders by the Bank in accordance with clause 11.

Notice of any change in the offices of the Registrar will be given to the Noteholders by the Registrar in accordance with clause 11.

3.9 Direction to hold this Deed

Each Noteholder is taken to have irrevocably nominated and authorised the Registrar to hold this deed poll in the Australian Capital Territory on its behalf.

4. TRANSFER

4.1 Transfer form

All requests for the transfer of Notes must be made by a duly completed and (if applicable) stamped transfer and acceptance form, substantially in the form of Schedule 3, lodged with the Registrar. These forms are available from any office of the Registrar. Acceptance of any request will be by entry of the transferee's name in the Register. The Registrar will register any such transfer within 7 Business Days of receipt of such application.

After entry in the Register of the details set out in a transfer and acceptance form and the relaxation of any prohibition arising under clause 4.6, the Registrar may destroy that transfer and acceptance form.

4.2 Amounts and fee

The Purchase Price for the minimum transferable amount must be no less than \$500,000 or the transfer must be effected in a manner which otherwise constitutes an "excluded offer" or "excluded invitation" within the meaning given to those expressions in the Corporations Law. Transfers of Notes will only be effected in multiples of \$100,000 face value subject to a minimum of \$500,000. No fee will be charged for the registration of a transfer of a Note.

4.3 Notes separate

Each Note is a separate debt of the Bank and may be transferred separately from any other Note owned by a Noteholder.

4.4 Passing of title

Entry of the name of a transferee of a Note in the Register at the relevant time will constitute the passing of title in that Note.

4.5 Austraclear

Members of Austraclear will be able to settle purchases and sales of interests in Notes entered in the Austraclear System through the Austraclear System in accordance with the Austraclear Regulations. The Bank will not be responsible for any loss occasioned by the failure of the Austraclear System or the failure of any person (except the Bank) to perform its obligations under the Austraclear Regulations or otherwise.

4.6 Marking of transfers

The Registrar may mark any transfer and acceptance form in its customary manner. Marking will prohibit a dealing with the relevant Notes as specified in the relevant marking notation for a period from the date of marking to the earliest of:

- (a) the date 42 days subsequent;

- (b) the date the Registrar cancels the relevant marking notation on the transfer and acceptance form; and
- (c) the date the Registrar receives the marked transfer and acceptance form executed by the transferee.

5. STATUS

5.1 Unsubordinated Notes

Unsubordinated Notes are direct, unsecured and unsubordinated obligations of the Bank and rank pari passu amongst themselves and rank at least pari passu with all other unsecured unsubordinated obligations incurred or assumed by the Bank other than those mandatorily preferred by law. Unsubordinated Notes do not constitute deposit liabilities for the purposes of section 13A of the Banking Act 1959 of the Commonwealth of Australia.

5.2 Subordinated Notes

Subordinated Notes constitute direct and unsecured subordinated obligations of the Bank and, unless otherwise specified in the applicable Terms Sheet, rank pari passu amongst themselves and, unless otherwise specified in the applicable Terms Sheet, rank at least pari passu with all other unsecured subordinated obligations incurred or assumed by the Bank other than those mandatorily preferred by law. Nothing in this clause or any Terms Sheet may be construed as permitting Subordinated Notes to rank equally with or ahead of any unsubordinated obligations incurred or assumed by the Bank. Subordinated Notes do not constitute deposit liabilities of the Bank for the purposes of section 13A of the Banking Act 1959 of the Commonwealth of Australia.

6. ACCRUAL OF INTEREST AND INTEREST PAYMENT DATES

6.1 Interest bearing Notes

A Zero Coupon Note will not bear any interest. Clause 6 applies to Floating Rate Notes and Fixed Rate Notes, whether such Floating Rate Notes and Fixed Rate Notes are Term Subordinated Notes, Undated Subordinated Notes or Unsubordinated Notes.

6.2 Accrual of interest

Each Fixed Rate Note and Floating Rate Note will bear interest from its Issue Date at the Interest Rate and, subject to the provisions of clause 7, will cease to bear interest on its Maturity Date unless repayment of the Principal Amount is improperly withheld or refused. In that event, interest will continue to accrue at the rate determined pursuant to this clause 6 (as well after as before any judgment) up to but excluding the date on which payment in full of the Principal Amount of that Note is made.

6.3 Payment of interest

Subject to clause 10.2, if applicable, interest in respect of a Note will be payable to the relevant Noteholders as set out in clause 8.2 on the Interest Payment Dates for that Note.

6.4 Interest Rate - fixed

Interest will accrue on Fixed Rate Notes at the rate specified for those Notes in the Register.

6.5 Interest Rate - floating

Interest will accrue on Floating Rate Notes on the Floating Rate Basis for those Notes. The Interest Rate in respect of each Interest Period will be the rate determined by the Manager to be the arithmetic mean (rounded up to 2 decimal places if the third decimal place is 5 or greater and rounded down to 2 decimal places if the third decimal place is lower than 5) of the quotations obtained on the Floating Rate Basis at or about 10.10 am (Sydney time) on the first day of the relevant Interest Period plus or minus any margin as agreed in the relevant Terms Sheet. If quotations cannot be obtained in the manner contemplated, the Manager will obtain quotations which will, in the opinion of the Manager, as closely as practicable replicate the Floating Rate Basis.

The Manager will notify the Bank and the Registrar as soon as practicable after the first day of an Interest Period of the Interest Rate for that Interest Period.

6.6 Calculation of Interest Amount

- (a) In relation to Fixed Rate Notes, the Manager will apply the Interest Rate to the Principal Amount of the relevant Note for a period of 365 days to give the annual interest payment. The Interest Amount for any Interest Period will be the same proportion of that annual interest payment as the number of months in the Interest Period (rounded to the nearest month) bears to twelve.
- (b) The Interest Amount for each Floating Rate Note will be calculated by the Manager by applying the applicable Interest Rate to the Principal Amount of the relevant Note, multiplying that sum by the relevant Day Count Fraction and rounding the resultant figure to the nearest cent (half a cent to be rounded upwards).

The Manager will notify the Bank and the Registrar as soon as practicable after the first day of an Interest Period of the Interest Amount and (if not already notified) the Interest Payment Date for that Interest Period.

6.7 Manager

The Manager and the Bank agree that there will always be a manager for the purposes of this clause 6. The Manager will not resign from its duties under this clause 6 unless and until the Manager's replacement has been approved and appointed.

Under clause 6 the Manager will have no obligation to make a determination or calculation or to notify any person of any matter if the Manager has not been provided with sufficient information to permit that determination or calculation to be made or notice given.

6.8 Publication of Interest Rate

The Registrar will, if requested in writing by any relevant Noteholder, notify that Noteholder of the Interest Rate, Interest Amount and Interest Payment Date relative to the Notes of that Noteholder. The Interest Amount and the Interest Payment Date may subsequently be amended (or adjustments made by the Registrar upon direction of the Manager) without notice if the Interest Period is extended or reduced.

7. REDEMPTION

7.1 Maturity

Subject to clauses 9, 10 and 13, the Bank will pay each Redemption Amount on the relevant Redemption Date.

7.2 Redemption Amount

The Redemption Amount payable on a Redemption Date is:

- (a) other than in respect of an Amortised Note, the total Principal Amount of the Note; or
- (b) in the case of Amortised Notes, the amount recorded in the Register for that Redemption Date.

8. PAYMENTS

8.1 Payments to Noteholders

Payments to Noteholders, whether of:

- (a) the Redemption Amount, on any Redemption Date; or
- (b) the Interest Amount, on any Interest Payment Date or otherwise,

will be made on behalf of the Bank by the Registrar on the relevant due date by:

- (c) Australian Dollar cheque made payable to the Noteholder (or the first named of joint owners) and mailed to the address appearing in the Register of that Noteholder; or
- (d) if the Noteholder has applied (including in any form of transfer pursuant to this Deed) to the Bank at the office where the Register is then maintained, no less than 7 Business Days prior to the due date of the relevant payment, electronic transfer to an Australian Dollar account maintained with a Bank or financial institution in Australia by the Noteholder (or the first named of joint owners).

An election by a Noteholder pursuant to clause 8.1(d) will continue to have effect in relation to all payments made to the Noteholder after the application unless, no less than 7 Business Days prior to a subsequent due date for payment, the Noteholder applies to the Bank at the office where the Register is then maintained to receive payments in the manner set out in clause 8.1(c).

A payment by cheque sent on or before the due date for payment is deemed to have been made to the relevant Noteholder on the due date even if the cheque does not actually or is not deemed to arrive on that date.

A payment made by electronic transfer is taken to be made when an irrevocable instruction for the making of that payment by electronic transfer is given, being an instruction which would reasonably be expected to result, in the ordinary course of banking business, in the funds the subject of the transfer reaching the account of the Noteholder on or before the due date (Sydney time).

In either case, no further amount will be payable by the Bank in respect of the relevant Note as a result of such payment not being received by the Noteholder on the due date.

8.2 Noteholders

For the purposes of clause 8.1, the Noteholder to whom payment will be made is the Noteholder (or the first named of joint owners) shown as such in the Register at the close of business 7 Business Days prior to the relevant due date for payment.

8.3 Payments by Bank

Unless otherwise agreed between the Bank and the Registrar, amounts due to a Noteholder in respect of a Note will be paid by the Bank into an account in the name of the Bank, in relation to which nominated officers of the Registrar will be authorised by the Bank to operate. At the time of making a payment into the account the Bank will notify the Registrar of the Notes to which the payment relates.

8.4 Payment constitutes release

Payments made by or on behalf of the Bank into the account pursuant to clause 8.3 for the account of a Noteholder as determined under clause 8.2, will constitute, for all purposes, an absolute and unconditional release and discharge of the Bank, to the extent of that payment, of all liability and indebtedness in respect of the Note in relation to which the payment was made.

8.5 No deductions

All payments under the Notes will be made without set-off, counterclaim, withholding or deduction, provided that:

- (a) (i) under the provisions of the Tax Act current at the date of this Deed the Bank or any person making payments on behalf of the Bank is required to deduct Australian interest withholding tax from payments of interest or amounts in the nature of interest to non-residents of the Commonwealth of Australia who are not carrying on business in the Commonwealth of Australia at or through a permanent establishment and residents of the Commonwealth of Australia carrying on business at or through a permanent establishment outside the Commonwealth of Australia unless a certificate pursuant to section 221YM of the Tax Act or other evidence satisfactory to the Bank that such withholding tax is not required to be so deducted is produced to the Bank at least 7 Business Days prior to the relevant Interest Payment Date or other date on which payment is to be made; and
 - (ii) changes to the requirement referred to in clause 8.5(a)(i) have been incorporated in Taxation Laws Amendment Bill (No. 4) 1998 ("Bill") which was introduced into the Parliament of the Commonwealth of Australia on 3 December 1998. Should the legislation be enacted as proposed in the Bill, interest or amounts in the nature of interest paid on debentures issued after 2 July 1998 will be exempt from withholding tax where the issue of debentures passes the public offer test in section 128F of the Tax Act. However, for Notes on which interest or an amount in the nature of interest is paid before the Bill is enacted deductions of withholding tax will be made in the circumstances referred to in clause 8.5(a)(i) but will be refunded by the Bank to the person entitled as soon as reasonably practicable upon written request by that person and after the Bank has itself received the refund from the relevant Government Body. A reference to the Bill in this clause includes any bill or legislation introduced into or passed by the Parliament which is designed to achieve substantially the same changes as those incorporated in the Bill and referred to above;
- (b) the Bank or any person making payments on behalf of the Bank is entitled to deduct tax-at-source on interest payments to a Noteholder (other than a non-resident of the Commonwealth of Australia referred to in clause 8.5(a)(i)) at the rate required by the Tax Act unless the

Registrar receives from the relevant Noteholder its tax file number or evidence of an exemption from production of its tax file number. The tax file number or evidence must be received by the Registrar on or before the close of business 7 Business Days prior to the relevant due date for payment; and

- (c) the Bank or any person making payments on behalf of the Bank is entitled to deduct or withhold any amounts that person is required by law to deduct or withhold in connection with a taxation liability of a Noteholder.

The Bank or any person making payments on behalf of the Bank is under no obligation to compensate or reimburse, or to pay any additional amounts to a Noteholder in respect of any deduction or withholding made as referred to in this clause.

8.6 Time of payment

If the date for payment of any Redemption Amount or Interest Amount in respect of a Note is not a working day in the place where the payment is to be received the due date for that payment is instead the next succeeding working day in that place. The Noteholder is not entitled to any further interest or other payment in respect of any such delay.

8.7 Subject to laws

In all cases payment pursuant to this clause 8 will be made subject to the provisions of any fiscal or other laws and regulations applicable to the Bank or the relevant Noteholder.

8.8 Prescription

The Bank will have no liability in respect of a claim for payment made by a Noteholder in respect of a Note unless the claim is made within 5 years of the due date for payment or, if later, the date on which payment is fully provided for by or on behalf of the Bank. Any claim made after that time will be void.

8.9 Role of the Registrar

In acting under the Registry Services Agreement and in connection with the Notes, the Registrar acts solely as the agent of the Bank and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders except that any funds received by the Registrar in accordance with the Registry Services Agreement will, pending their application in accordance with the Registry Services Agreement, be held by it in a segregated account which will be held on trust for the persons entitled to it.

9. REPURCHASE AND CANCELLATION

9.1 Purchase and cancellation

The Bank has the right, but subject to any approval by the Australian Prudential Regulation Authority which may be required, at any time during the term of the Notes to purchase Notes on the open market or by private contract at any price. Notes purchased by or for the account of the Bank may be cancelled or resold at the option of the Bank.

9.2 Call option

- (a) If the Terms Sheet relative to any Note specifies that this clause 9.2 applies, the Bank may, subject to:
 - (i) the consent, if necessary, of the Australian Prudential Regulation Authority;
 - (ii) the giving of notice pursuant to clause 9.2(b); and
 - (iii) such other conditions as may be specified in the relevant Terms Sheet,

redeem all (but not, unless and to the extent specified otherwise in the Terms Sheet, some only) of the Notes of the relevant Series at their respective Redemption Amount plus accrued interest (if any) on the date of redemption.

- (b) Any notice given for the purposes of clause 9.2(a):
- (i) must be given to all Noteholders of Notes of the relevant Series (unless and to the extent specified in the relevant Terms Sheet);
 - (ii) must be given in accordance with clause 11;
 - (iii) must specify:
 - (A) the Series of Notes subject to redemption;
 - (B) whether that Series is to be redeemed in whole or in part only and, if in part only, the aggregate Principal Amount of Notes which are to be redeemed;
 - (C) the date of redemption which will be no less than 30 days, nor more than 60 days after the date of the notice and which will be:
 - (I) the date or the next date specified as a Call Option Date in the Terms Sheet; or
 - (II) a day falling within the period specified as the Call Option Period in the Terms Sheet,and which is, in the case of Notes which bear interest, an Interest Payment Date; and
 - (D) the Redemption Amount at which the Notes are to be redeemed; and
 - (iv) once given, is irrevocable.

10. SUBORDINATED NOTES

10.1 Subordinated Notes

Clause 10 applies to Notes which are specified in the applicable Terms Sheet to be Term Subordinated Notes or Undated Subordinated Notes unless and to the extent otherwise provided in the applicable Terms Sheet.

10.2 Subordinated payments

Subject to clause 10.3 and 10.4, the rights of Noteholders of Subordinated Notes are subordinated to the claims of Unsubordinated Creditors as follows.

- (a) The obligations of the Bank to make payments of principal and interest in respect of the Subordinated Notes and all other amounts owing under the Subordinated Notes is conditional upon the Bank being Solvent at the time of payment.
- (b) No principal or interest is payable in respect of Subordinated Notes except to the extent that the Bank may make that payment and still be Solvent immediately after doing so.

10.3 Proportional payment

If the Bank would not remain Solvent immediately after payment of the whole of any moneys referred to in clause 10.2, but would remain Solvent immediately after payment of a portion of those moneys, then that proportion of the amounts due to Noteholders of Subordinated Notes will be paid to those Noteholders rateably (as to their respective due proportion only).

10.4 Payment on a Winding-Up

In a Winding-Up of the Bank the rights and claims of Noteholders holding Subordinated Notes are subordinated to the claims of Unsubordinated Creditors. Noteholders holding Subordinated Notes may make demand for an amount equal to the principal amount of each Subordinated Note together with accrued interest (if any) and such amounts will only become due and payable on an equal basis with all other claims against the Bank subordinated in the same manner, once:

- (a) the claims of all Unsubordinated Creditors have been satisfied in full; and
- (b) any necessary consent of the Australian Prudential Regulation Authority has been obtained.

10.5 No limit

There is no limit on the amount of debt or other obligations which rank equally or ahead of the Subordinated Notes that may be incurred or assumed by the Bank.

11. NOTICES**11.1 Address for and Method of Notice**

All notices, requests, applications, certificates, demands, consents, approvals, agreements or other communications to or by a party to this Deed or a Noteholder:

- (a) must be in writing and addressed as follows:

- (i) if to the Bank, to:

Manager, New Issues
Commonwealth Bank of Australia
Level 7
48 Martin Place
SYDNEY NSW 1155

Telephone: (02) 9378 2680
Facsimile: (02) 9231 4214

- (ii) if to the Registrar, to:

Fixed Interest Manager
Computershare Registry Services Pty Limited
Level 3
60 Carrington Street
SYDNEY NSW 2000

Telephone: (02) 8234 5000
Facsimile: (02) 8234 5050

(iii) if to the Manager, to:

Manager, Capital Markets
 Financial Markets Distribution
 Commonwealth Bank of Australia
 Level 3
 85 Harrington Street
 SYDNEY NSW 2000
 Telephone: (02) 9312 0761
 Facsimile: (02) 9312 0213

or, in the case of (i), (ii) or (iii), to such other address as may be notified by the Bank, the Registrar, or the Manager, as the case may be, to the other parties and Noteholders from time to time or, if an address set out above or otherwise notified is no longer appropriate, to the usual place of business or registered office of the recipient last known as such to the sender; and

- (iv) if to a Noteholder, to the address for that Noteholder as shown in the Register at the close of business 7 Business Days prior to dispatch of the relevant notice, request, application, certificate, demand, consent, approval, agreement or other communication;
- (b) where the Bank or the Registrar is the sender, must be signed by an Authorised Officer of the sender; and
- (c) will be deemed to be duly given or made:
 - (i) **(in the case of delivery in person)** when delivered personally or to the address, place of business or registered office of the intended recipient referred to in clause 11.1(a);
 - (ii) **(in the case of post within Australia)** on the third day after having been posted as prepaid ordinary mail;
 - (iii) **(in the case of international post)** on the fourteenth day after having been posted as prepaid airmail; and
 - (iv) **(in the case of facsimile)** on the production by the despatching facsimile machine of a transmission control report showing the relevant number of pages comprising the relevant document to have been sent to the facsimile number of the recipient and the result of the transmission as "OK" (or an equivalent expression), unless the recipient notifies the sender within the next 2 hours (occurring between the hours of 9.00 am and 4.00 pm on a working day in the place of receipt) that the transmission was not received in its entirety in a legible form.

11.2 Time of Notice

If any notice, request, certificate, demand, consent, approval, agreement or other communication is deemed to have been duly given or made pursuant to clause 11.1 after 4.00 pm in the place to which such communication is addressed or on a day which is not a working day in that place, it will be deemed to be duly given or made at 9.00 am on the next working day in that place. This clause 11.2 does not apply to such communications to a Noteholder.

12. GOVERNING LAW AND JURISDICTION

This Deed and the Notes are governed by and construed in accordance with the laws of the Australian Capital Territory and, in relation to any suit, action or proceeding in respect of this Deed or the Notes, each Noteholder from time to time and each of the Bank, the Manager and the Registrar irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that territory and courts of appeal from them.

Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts have no jurisdiction.

13. EVENTS OF DEFAULT

13.1 Consequences of default

If an Event of Default occurs each Noteholder may by notice to the Bank (with a copy to the Registrar) declare that, subject to clause 10, if applicable, the amount referred to in clause 13.2 applicable to a Note owned by that Noteholder is due and payable on the next Business Day after service (determined in accordance with clause 11) of the notice unless, prior to that date, the Bank has cured or otherwise made good all Events of Default subsisting prior to that date. Payment of the amount determined as set out below in respect of that notice will be made by the Bank in the manner determined pursuant to clause 8.1 as if the next Business Day after the service of the notice was the relevant due date for payment.

13.2 Amount payable on default

If a Noteholder gives such notice, interest on Fixed Rate Notes and Floating Rate Notes will continue to accrue pursuant to clause 6 until redemption by the Bank. Each Note in respect of which the relevant Noteholder has given notice under clause 13.1 will be redeemed by the Bank:

- (a) in the case of a Zero Coupon Note, at the aggregate of the relevant Redemption Price and (unless the date for redemption is a date specified in the Register as the commencement of the relevant accrual period) accrued amortisation of the original discount from and including the Issue Date to but excluding the date of redemption at the Amortisation Rate for Early Redemption;
- (b) in the case of a Fixed Rate Note or a Floating Rate Note, at the aggregate of the Principal Amount and accrued interest;
- (c) in the case of an Indexed Note, at the aggregate of the Redemption Amount and accrued interest;
- (d) in the case of an Amortised Note, at the aggregate of the Principal Amount and accrued interest; and
- (e) in the case of a Structured Note, at the aggregate of the Principal Amount and accrued interest.

13.3 Events of Default

An Event of Default occurs if:

- (a) **Winding-Up**: an order has been made by any competent court or an effective resolution passed or legislation is enacted for the Winding-Up of the Bank; or
- (b) **other event**: in relation to any Note where the applicable Terms Sheet specifies any other event as an Event of Default, that event occurs in respect of that Note.

14. MISCELLANEOUS

14.1 Procuration

Without affecting any other provision of this Deed, the Bank undertakes to procure the compliance by the Registrar with its obligations set out in this Deed and the Registry Services Agreement. This clause in no way makes the Bank responsible for the duties and obligations of the Registrar or the management of the Registrar's affairs.

14.2 Amendment

This Deed may be amended by the Bank and the Registrar after consultation with the Manager but without the approval of Noteholders to the extent such amendments are required by law or:

- (a) required to correct a manifest error;

- (b) required to cure any ambiguity or to correct or supplement any defective or inconsistent provisions;
- (c) of a formal or technical nature only; or
- (d) considered by the Bank to be necessary or desirable,

provided that, in the case of (a), (b), (c) or (d), the interests of Noteholders will not be adversely affected as a result of the amendment.

All other amendments must be approved by Noteholders in accordance with the provisions of Schedule 4 and, if amendments affect the eligibility of Subordinated Notes as capital, must be approved by the Australian Prudential Regulation Authority.

14.3 Meetings of Noteholders

Meetings of Noteholders may be convened in accordance with the provisions of Schedule 4. Any such meeting may consider any matters affecting Noteholders' interests.

14.4 Attorneys

Each Attorney executing this Deed states that he has no notice of the revocation of his power of attorney.

SCHEDULE 4**NOTEHOLDERS' MEETINGS**

(clause 14.3)

1. Convening

Each of the Bank or any one or more Noteholders entitled to receive in aggregate not less than one-tenth in Principal Amount of Outstanding Notes for the time being may convene a meeting (which includes, if there is only one Noteholder of a Series, the attendance of that person at the place at the time specified pursuant to this Schedule 4) of Noteholders or, if appropriate, a meeting of Noteholders of one or more particular Series.

2. Notice

- (a) At least 15 Business Days notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting must be given to each other party and to each Noteholder by the convener of the meeting in accordance with clause 11 of this Deed. The notice will also specify the nature of the resolutions to be proposed.
- (b) Voting certificates may be obtained from and proxy forms given to the Registrar not later than 7 Business Days before the time fixed for the meeting.

3. Short notice

Notwithstanding that:

- (a) a meeting is called by shorter notice than that specified in clause 2 or 4(c) of this Schedule 4; or
- (b) a meeting or details thereof are not notified, advised or approved in accordance with clauses 1 and 2 of this Schedule 4.

it will be deemed to be duly called if that is agreed to by Noteholders representing a quorum.

The non-receipt of notice by any Noteholder does not invalidate the proceedings at any meeting or any resolution passed in writing.

4. Quorum

- (a) At any meeting any one or more persons present in person holding voting certificates or being proxies and being entitled to receive or representing in the aggregate not less than 10% in Principal Amount of Outstanding Notes for the time being will (except for the purpose of passing an extraordinary resolution) form a quorum for the transaction of business. No business (other than the choosing of a chairman) will be transacted at any meeting unless the requisite quorum is present at the commencement of business. The quorum at any such meeting for passing an extraordinary resolution (other than an extraordinary resolution required to be passed at a special quorum meeting pursuant to clause 11(e) of the Schedule 4) will (subject as provided below) be one or more persons present in person holding voting certificates or being proxies and being entitled to receive or representing in the aggregate not less than 50% in Principal Amount of Outstanding Notes for the time being. The quorum at any such meeting for passing an extraordinary resolution required to be passed at a special quorum meeting will (subject as provided below) be one or more persons present in person holding voting certificates or being proxies and being entitled to receive or representing in the aggregate not less than 90% in Principal Amount of Outstanding Notes for the time being.
- (b) If within 30 minutes from the time fixed for any meeting a quorum is not present, the meeting will, if convened by Noteholders, be dissolved. In any other case it will stand adjourned for

such period, not being less than 14 days nor more than 42 days, and to such place, as may be decided by the chairman nominated pursuant to clause 5 of this Schedule 4. At such adjourned meetings one or more persons present in person holding voting certificates or being proxies (whatever the Principal Amount of the entitlement or represented) will form a quorum and may pass a resolution and decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting. At any adjourned meeting at which is to be proposed an extraordinary resolution (other than an extraordinary resolution required to be passed at a special quorum meeting) the quorum will be one or more persons present holding voting certificates or being proxies and being entitled to receive or representing in the aggregate not less than 25% in Principal Amount of Outstanding Notes for the time being. At any adjourned meeting at which is to be proposed an extraordinary resolution required to be passed at a special quorum meeting, the quorum will be one or more persons present holding voting certificates or being proxies and being entitled to receive or representing in the aggregate not less than 75% in Principal Amount of Outstanding Notes for the time being.

- (c) At least 10 days' notice of any meeting adjourned through want of a quorum will be given in the same manner as for an original meeting and that notice will state the quorum required at such adjourned meeting. It will not, however, otherwise be necessary to give any notice of an adjourned meeting.

5. Chairman

The person (who may, but need not, be a Noteholder) nominated in writing by the Manager will take the chair at every meeting but if no such nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time fixed for the meeting, the Noteholders present will choose one of their number to be chairman, failing which the Bank may appoint a chairman. The chairman of an adjourned meeting need not be the same person as was chairman of the original meeting.

6. Adjournment

The chairman may with the consent of (and must if directed by) any meeting adjourn a meeting from time to time and from place to place but no business will be transacted at any adjourned meeting except business which might properly have been transacted at the meeting from which the adjournment took place.

7. Right to attend and speak

No person is entitled to attend and speak at any meeting other than the Noteholders, the Bank, the Registrar and the Manager or any director, officer or solicitor or any other person authorised by any of the above to do so.

8. Proxies

- (a) The instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a company, either under its seal or under the hand of an officer or attorney so authorised.
- (b) A person appointed to act as a proxy need not be a Noteholder. A holder of a proxy has the right to speak at the meeting.
- (c) Not less than 7 Business Days (or such other shorter period as the Registrar may agree and as specified in the notice convening the meeting) before the time appointed for holding the meeting or adjourned meeting or for the taking of a poll at which the person named in the instrument proposes to vote, the instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such power or authority certified in such manner as the Registrar may require will be:
 - (i) deposited at such place as the Registrar or the Bank with the approval of the Registrar may direct, and as set out in the notice convening the meeting; or
 - (ii) if no such place is appointed, sent to the Registrar at the address of the Registrar set out in clause 11.1(a)(ii) of this Deed (or otherwise specified for the purposes of that clause).

Except as set out below, if a proxy is not deposited at the place and in the time specified, the instrument of proxy will not be treated as valid. The Registrar may in its absolute discretion accept as valid any instrument of proxy, notwithstanding that such instrument or any power of attorney or other authority is received or produced at a place other than that specified above or out of time.

- (d) An instrument of proxy may be in any usual or common form or in such other form as the Registrar may approve and may make provision for directions to be given by the grantor to vote in favour of or against any proposed resolution.
- (e) A proxy whether in usual or common form or not will, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates and need not be witnessed.
- (f) An instrument of proxy in favour of:
 - (i) an officer of the Registrar or of any other entity; or
 - (ii) the chairman of any meeting (howsoever expressed),

is valid and effectual as though it were in favour of a named person and will, in the case of subparagraph (i), constitute the person holding the office or anyone acting in that office and, in the case of subparagraph (ii), constitute the person who chairs the meeting for which the proxy is used (whether on adjournment or not), the lawful proxy of the appointor.

9. Voting procedure and polls

- (a) A resolution put to the vote at a meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Registrar or any representative of the Registrar or by the Bank or by any Noteholder or Noteholders entitled to vote at that meeting. Unless a poll is so demanded, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. A resolution will be passed by a simple majority of persons present in person or by proxy while an extraordinary resolution will only be passed by a 75% majority of persons present in person or by proxy.
- (b) If a poll is duly demanded, it will be taken in such manner as the chairman may direct, and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded. On a poll, each Noteholder or proxy present will have one vote for each \$1 in Principal Amount of the Notes registered in the name of the Noteholder or the grantor of the proxy, as the case may be.
- (c) A poll demanded on the election of a chairman or on a question of adjournment must be taken forthwith. A poll demanded on any other question must be taken, either immediately or at such time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately.
- (d) The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- (e) On a poll, a person entitled to more than one vote need not use all the votes to which that person is entitled or cast all the votes that person uses in the same way.
- (f) A vote given in accordance with the terms of an instrument of proxy or power of attorney or other form of appointment is valid, notwithstanding the previous death, insanity or (in the case of a company) receivership or liquidation of the principal or revocation of the proxy or power of attorney or other form of appointment or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity, liquidation or revocation is received by the Registrar at its address set out in clause 11.1(a)(ii) of this Deed (or otherwise specified for the purposes of that clause) 48 hours or more before the commencement of the meeting or adjourned meeting at which the proxy is used.

10. Extraordinary resolutions

Subject to clause 11 of this Schedule 4 the Noteholders have the following powers exercisable by extraordinary resolution:

- (a) power to sanction any release, modification, waiver, variation, moratorium or compromise or any arrangement in respect of the rights of Noteholders against the Bank or against its assets howsoever such rights arise;
- (b) power to assent to any modification or addition to the provisions contained in this Deed by the Bank; and
- (c) power to give any sanction, assent, release or waiver of any breach or default by the Bank under any of the provisions of this Deed or any Event of Default.

11. Resolutions binding

Subject to this clause, a resolution (whether passed at a meeting duly convened or held in accordance with this Schedule 4 or passed in writing in accordance with clause 13 of this Schedule 4) will be binding upon all Noteholders and such Noteholders and the Registrar will be bound to give effect thereto, provided that:

- (a) a resolution of Noteholders which affects Noteholders of a particular Series only, as opposed to the rights of Noteholders generally, is not binding on the Noteholders of that particular Series unless the Noteholders of that particular Series have agreed to be bound thereby in a meeting at which clause 4 of this Schedule 4 applies as if the Series owned by those Noteholders were the only Notes;
- (b) a resolution of Noteholders which affects more than one Series but which does not give rise to a conflict of interest between the Noteholders of any of the Series affected is not binding on the Noteholders of those Series unless the Noteholders of those Series have agreed to be bound thereby in a meeting at which clause 4 of this Schedule 4 applies as if the aggregate of those Series owned by those Noteholders were the only Notes;
- (c) a resolution of Noteholders which affects more than one Series and which gives or may give rise to a conflict of interest between the Noteholders of any of the Series so affected is not binding on the Noteholders of those Series unless the Noteholders of each such Series have agreed to be bound thereby in meetings at each of which clause 4 of this Schedule 4 applies as if one of those Series owned by those Noteholders were the only Notes;
- (d) a resolution of all Noteholders or of Noteholders of a Series which affects a particular Noteholder only, rather than the rights of all Noteholders of that Series generally, will not be binding on that Noteholder unless that Noteholder has agreed to be bound thereby; and
- (e) no extraordinary resolution which purports to have any of the following effects upon any Note owned by a Noteholder is valid unless passed as an extraordinary resolution at a special quorum meeting.:
 - (i) the release or variation of any obligation to pay the Principal Amount, the Redemption Amount or any interest; or
 - (ii) the alteration of any date upon which any part of the Principal Amount, the Redemption Amount or any interest is payable.

12. Minutes to be kept

Minutes of all resolutions and proceedings at every meeting of Noteholders will be made by the Manager or, if the Manager is not present at any meeting, by some person appointed by the chairman of that meeting for that purpose and will be duly entered in books from time to time provided for that purpose by the Manager. Any minutes purporting to be signed by the chairman of the meeting at which the resolutions were passed or the proceedings were conducted, will be prima facie evidence of the matters therein stated, and, until the contrary is

proved, every such meeting in respect of the proceedings of which minutes have been made will be deemed to have been duly held and convened and all resolutions passed or proceedings had thereat to be duly passed and had.

13. Passing of resolutions by instrument in writing

Notwithstanding the preceding provisions of this Schedule 4, a resolution of Noteholders (including an extraordinary resolution) may be passed, without any meeting or previous notice being required, by an instrument or instruments in writing which have been signed by Noteholders entitled to receive not less than 50% in Principal Amount of Outstanding Notes for the time being in relation to a resolution and by Noteholders entitled to receive not less than 75% in Principal Amount of Outstanding Notes for the time being in relation to an extraordinary resolution (other than an extraordinary resolution required to be passed at a special quorum meeting) resolution and by Noteholders entitled to receive not less than 90% in Principal Amount of Outstanding Notes for the time being in relation to an extraordinary resolution required to be passed at a special quorum meeting. Any such instrument will be effective upon presentation to the Manager for entry in the records referred to in clause 12 of this Schedule 4.

For the purposes of this clause 13, a resolution passed in writing will not be valid if a copy of the instrument was not provided to each Noteholder entitled to receive the same in sufficient time for that Noteholder to respond. A person recorded in the Register as a Noteholder on the day of dispatch of such instrument is entitled to receive the same (unless the proposed resolution does not affect the Series in relation to which that person is a Noteholder). A Noteholder must respond to any such instrument within 7 Business Days of the date of that instrument.

5. FURTHER INFORMATION

For further information, please contact:

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- Dealers: Commonwealth Bank
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