



Independent assurance report under the CBA Covered Bond Trust Cover Pool Monitor Agreement dated 15 November 2011 (Cover Pool Monitor Agreement) for the period from 1 May 2020 to 31 October 2020

To the Directors and Authorised Officers of Commonwealth Bank of Australia (Issuer or CBA) and Securitisation Advisory Services Pty. Limited (Trust Manager), and the Directors and Authorised Officers of Deutsche Trustee Company Limited (Bond Trustee), Perpetual Corporate Trust Limited (Covered Bond Guarantor) and P.T. Limited (Security Trustee).

Conclusions

We have undertaken a limited assurance engagement on the Trust Manager's compliance, in all material respects, with the keeping of an accurate register of the assets in the cover pool as evaluated against the requirements of Section 30(4)(a) of the Banking Act (the Act), for the period from 1 May 2020 to 31 October 2020 (Assessment period).

We have also undertaken a limited assurance engagement on CBA's compliance, in all material respects, with the requirements of sections 31 and 31A of the Act during the Assessment Period.

Limited assurance engagement on compliance with the requirement to the keep an accurate register of the assets in the cover pool

Based on the procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the Trust Manager has not complied, in all material respects, with the requirement to keep an accurate register of the assets in the cover pool as required under Section 30(4)(a) of the Act during the Assessment Period.

Limited assurance engagement on compliance with the requirements of sections 31 and 31A of the Act

Based on the procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that CBA has not complied, in all material respects, with the requirements of sections 31 and 31A of the Act during the Assessment Period.

Basis for Conclusion

We conducted our engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

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Respective responsibilities

The Trust Manager is responsible for keeping an accurate register of the assets in the cover pool as defined in section 30(4)(a) of the Act, identifying risks that threaten the compliance with that section, designing and operating controls which will mitigate those risks, and monitoring ongoing compliance.

The Issuer is responsible for its compliance with the requirements of sections 31 and 31A of the Act, identifying risks that threaten the compliance with the requirements those sections, designing and operating controls which will mitigate those risks, and monitoring ongoing compliance.

Our Independence and Quality control

We have complied with relevant ethical requirements related to assurance engagements and apply Auditing Standard ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, Other Assurance Engagements and Related Services Engagements* in undertaking this assurance engagement.

Our responsibilities

Our responsibility is to express a limited assurance conclusion on the Trust Manager's and the Issuer's compliance, in all material respects, as described in Part A and Part B below. ASAE 3100 requires that we plan and perform our procedures to obtain limited assurance about whether anything has come to our attention that indicate that the Trust Manager and Issuer have not complied, in all material respects, with the keeping an accurate register of the assets in the cover pool as defined in section 30(4)(a) of the Act, and compliance with the requirements of sections 31 and 31A of the Act respectively, during the Assessment Period.

In a limited assurance engagement, the assurance practitioner performs procedures, primarily consisting of discussion and enquiries of management and others within the entity, as appropriate, and observation and walk-throughs, and evaluates the evidence obtained. The procedures selected depend on our judgement, including identifying areas where the risk of material non-compliance with the compliance requirements of sections 31, 31A and 30(4)(a) of the Act is likely to arise.

The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, we do not express a reasonable assurance opinion on the compliance with sections 30(4)(a), 31 and 31A of the Act.

We believe that the evidence we have obtained in Part A and Part B is sufficient and appropriate to provide a basis for our conclusion.



Part A – Review of the compliance with the requirement to keep an accurate register of the assets in the cover pool

Our limited assurance engagement has been conducted in accordance with the Australian Standard on Assurance Engagements (ASAE) 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board to provide limited assurance that the Trust Manager has complied with the requirement to keep an accurate register of the assets in the cover pool as required under section 30(4)(a) of the Act. The register of assets in the cover pool for this purpose is the register maintained by the Trust Manager containing the following data fields in the Helios Securitisation System (Helios):

- i. Loan Identification Number
- ii. Security Value (as determined by CBA's policy for the valuation of a security interest in a residential mortgage)
- iii. Principal Balance Outstanding (excluding any adjustments for collective provisioning or other provision made by CBA)
- iv. Post Code of the residential mortgage.
- v. Loan origination date
- vi. Deposit remaining in GIC Account (Principal ledger)
- vii. Demand Loan Advance (unallocated)
- viii. Substitution Assets Balance

Our procedures included enquiries of the Trust Manager and examining, on a sample basis, evidence supporting the compliance by the Trust Manager with the requirement to maintain an accurate register of assets in the cover pool as required under section 30(4)(a) Act. These procedures have been undertaken to form a conclusion as to whether anything has come to our attention that causes us to believe that the Trust Manager did not maintain, in all material respects, an accurate register of the assets in the cover pool as required under section 30(4)(a) of the Act during the Assessment Period.

Part B – Review of compliance with the requirements of sections 31 and 31A of the Act

Our limited assurance engagement has been conducted in accordance with ASAE 3100 *Compliance Engagements* to provide limited assurance as to whether CBA has complied with the requirements of sections 31 and 31A of the Act. Our procedures included enquiries of CBA and examining, on a sample basis, evidence supporting compliance with the requirements of sections 31 and 31A of the Act. These procedures have been undertaken to form a conclusion as to whether anything has come to our attention that causes us to believe that CBA did not comply, in all material respects, with the requirements of sections 31 and 31A of the Act during the Assessment Period.



Use of report

In carrying out the function of cover pool monitor under section 30(4)(c) of the Act, we make this report available to CBA for distribution to the holders of covered bonds or their representatives. In accordance with section 30(5) of the Act and section 2.4 of the Cover Pool Monitor Agreement, we have also agreed with the Directors and Authorised Officers of Commonwealth Bank of Australia, Securitisation Advisory Services Pty. Limited, Deutsche Trustee Company Limited, Perpetual Corporate Trust Limited and P.T. Limited to provide them with this report or a copy of it.

We disclaim all responsibility and liability for the consequences of any use or reliance on this report by any person (including without limitation a person who accesses this report from a website) who is not referred to in the preceding paragraph and we disclaim all responsibility and liability for the consequences of any use or reliance on this report by any person (including those referred to in the preceding paragraph) for any purpose other than that for which it was prepared under section 30(4)(c) of the Act or in accordance with the Cover Pool Monitor Agreement.

Inherent Limitations

Because of the inherent limitations of an assurance engagement, together with the internal control structure, it is possible that fraud, error or non-compliance may occur and may not be detected. As the systems, procedures and controls to ensure compliance with applicable requirements of the Act are part of the operations of CBA or the Trust Manager, it is possible that either the inherent limitations of the internal control structure, or weaknesses in it, can impact on the effective operation of the specific controls of CBA or the Trust Manager. Further, the internal control and compliance framework, within which the control procedures that we have reviewed operate, has not been reviewed and no view is expressed as to its effectiveness.

A limited assurance engagement is not designed to detect all instances of non-compliance with the requirements of the Act, as procedures are not performed continuously throughout the period and procedures performed are undertaken on a test basis. Consequently, there are inherent limitations of the level of assurance that can be provided.

A limited assurance engagement for the Assessment Period does not provide assurance on whether compliance with requirements of sections 30(4)(a), 31 and 31A of the Act will continue in the future.

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A handwritten signature in black ink, appearing to read 'M Lunn', written over a horizontal line.

Matthew Lunn
Partner

13 April 2021
Sydney