AFMA Recommendations for Australian Wholesale Debt Capital Markets Documentation

Disclaimer

It is necessary for the users of these recommendations to determine in each case the suitability or otherwise of the recommendations, proposed provisions and other documents referred to in these recommendations to their particular circumstances. These recommendations are not intended to constitute legal or other advice on which users may rely in implementing actual transactions. Nor are they intended as a substitute for legal or other advice when documenting proposed transactions. In this regard, it is strongly recommended that intending users seek prior independent professional advice in respect of the legal, taxation, stamp duty, regulatory, financial and other implications arising from the recommendations, proposed provisions and other documents referred to in these recommendations.

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1. ESTABLISHING THE PROGRAMME

1.1 Dealers should receive from the arranger a summary outline of the programme as soon as practicable after they are invited to become a dealer.

This summary can take the form of a checklist. AFMA recommends the use of a checklist/term sheet template substantially in the form of Annexure "1". This checklist/template can be given to the dealers at the time they are invited to join the programme. However, if it is not given to the dealers then, it should be given to the dealers by the time the dealers receive documents for review (see recommendation 1.2).

1.2 Dealers should be given at least five business days to comment on programme documents.

These documents will typically include the Dealer Agreement, the Note Terms and the Information Memorandum (whatever these documents are called). It may also include other documents, such as a Guarantee and Indemnity.

This period of at least five business days would apply:

(a) when a new programme is being established; or

(b) when a new dealer is being invited onto an existing programme.

It would not apply to a specific issue of notes under an existing programme - unless the terms of the programme are being substantially amended.

1.3 Draft legal opinions (or reliance letters and copies of existing legal opinions) should be delivered to dealers as soon as practicable after programme documents are delivered, and at least five business days before documents are to be signed.

As with recommendation 1.2 this period of at least five business days would only apply to new programmes, a new dealer being appointed to a programme (as opposed to a particular issue) or if the terms of the programme or the legal opinions are being substantially amended.

One example where it is particularly important that dealers be allowed sufficient time is where there is a foreign legal opinion. These may involve less familiar legal issues and it may take longer to resolve any issues.

1.4 The date for signing of documents should be at least five business days after the date by which comments on programme documents are to be received.

This allows time for comments to be considered and the documents to be negotiated and settled.

As with recommendation 1.2, this period of at least five business days would only apply to new programmes, a new dealer being appointed to a programme (as opposed to a particular issue) or if the terms of the programme are being substantially amended.

Establishing the programme – example of a minimum recommended time line

Friday 3/3/00	Dealers invited to be dealers.
Monday 6/3/00	Dealers given summary outline (this could also have been provided on the Friday before).
Friday 10/3/00	Dealers provided with draft documents. (This is the date from which the recommended times for the documentation process commence. It could be later or it could be earlier. For example, it could have been on the Friday before if the documents were ready then.)
Tuesday 14/3/00	Dealers provided with draft legal opinions. (The drafts could have been provided at any time up to Friday 17/3/00 and still satisfy the five business days before signing recommendation. However, in this example it was practicable to deliver them earlier.)
Friday 17/3/00	Dealers provide their comments on the draft documents (this date is five business days after they received the drafts).
Monday 20/3/00 to Friday 24/3/00	The documents are settled. Various drafts may issue during this period. The legal opinions are also settled within this period.
Friday 24/3/00	Documents are signed.

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2. AT THE TIME OF THE ISSUE

2.1 A draft Subscription Agreement should be given to dealers as soon as practical after they are invited to join an issue, and at least 24 hours before the Subscription Agreement is to be signed.

This assumes that the form of the Subscription Agreement has previously been agreed. If the form has not been agreed, or if there are material changes, a longer time period may be appropriate.

2.2 Each Subscription Agreement issued under a programme should be marked to show changes.

This can assist speeding up reviewing time. AFMA recommends that when draft Subscription Agreements are sent to dealers, the draft should highlight changes made from either:

(a) the pro forma version of the Subscription Agreement in the Dealer Agreement; or

(b) the last version of the Subscription Agreement used for the programme.

The preferred way of doing this is to provide a marked up draft. If this is not practical, changes should be clearly identified in a covering letter instead.

2.3 A summary of the issue should be delivered to dealers at the time the draft Subscription Agreement is delivered.

If the pricing supplement itself is short, it may suffice as a summary of the terms of the issue. Alternatively, the summary could take the form of a checklist. AFMA recommends the use of a checklist substantially in the form of Annexure "1".

At the time of issue – example of a minimum recommended time line

9am Thursday 6/4/00	Dealers invited to join issue.
11am Thursday 6/4/00	Dealers given marked up draft Subscription Agreement and a summary of the issue.
11am Friday 7/4/00	Subscription Agreement signed.

3. INTEREST WITHHOLDING TAX - TRANSITIONAL ARRANGEMENTS

Many wholesale debt capital markets programmes arranged since amendments to section 128F were first introduced to the House of Representatives on 2 July 1998 have included provisions dealing with Public Offer Test ("POT") compliance.

Whilst issues under such programmes may provide for POT compliance, it can not be assumed that all issues under a programme are in fact POT compliant (the issuer and/or the dealers may for example have determined that POT compliance is not required for individual issues).

Conversely, issues under programmes which do not include POT provisions may nonetheless have been made in a manner which satisfies the POT.

3.1 Dealers should not assume that issues made between 2 July 1998 and 16 July 1999[1] are Public Offer Test compliant.

In the absence of confirmation from the relevant issuer, dealers cannot assume that issues made prior to 16 July 1999 *do comply* with the POT and interest withholding tax may be deducted from payments to non-residents in accordance with the terms of the notes.

If an issuer has confirmed the POT compliance status of notes, the registrar and the market, as a whole, should be informed. It is recommended that this advice take the form of a supplement to the Information Memorandum detailing issues under the programme and POT compliance in respect of each.

3.2 All issues post 16 July 1999 should indicate Public Offer Test compliance status.

It is recommended that arrangers or lead managers ensure that the pricing supplement for any issue made after 16 July 1999 indicates whether or not the issue is POT compliant.

4. TERMS OF THE DEALER AGREEMENT

Representations

4.1 Dealers should receive representations from the issuer

The representations given by the issuer should include representations dealing with the following:

(a) The issuer is duly incorporated under the laws of its place of establishment.

(b) The issuer has the power to enter into the programme documents (these would include security documents – if the programme is secured).

(c) The programme documents are binding on and enforceable against the issuer.

(d) The issuer's entry into, and performance of its obligations under, the programme documents will not conflict with its constituent documents, any applicable laws or any document or agreement binding on the issuer.

(e) No consent or authorisation (that has not already been obtained or given) is required to enable the issuer to perform its obligations under the programme documents and no filing or registration of the programme documents is necessary.

[1] 16 July 1999 being the date of Royal Assent to Taxation Laws Amendment Act No.2 1999

(f) There are no pending (or, to the issuer's knowledge, threatened) actions or proceedings against the issuer or any of its related bodies corporate which (if determined adversely) would be likely (either individually or taken together) to have a material adverse effect on the issuer's ability to perform its obligations under the programme documents (including to make payments).

(g) The information in the information memorandum is true and accurate and is not misleading or deceptive (or likely to mislead or deceive) and there is no omission from the information memorandum which is misleading and deceptive (or likely to mislead or deceive).

(h) Nothing has occurred which (had the Notes been issued) would be (or would be with the giving of notice, passage of time or both) an event of default.

(i) The issuer does not enter into the programme documents in the capacity of trustee of any trust (this is of course not relevant if the issuer is a trustee).

This is a very basic list of key representations. Many programmes contain additional representations. Additional representations might include representations dealing with the following:

(j) The issuer's financial statements (it may be necessary to define what these are) have been prepared in accordance with generally accepted accounting principles and fairly present the financial position of the issuer.

(k) Since the date of the last financial statements, there has been no material adverse change in the financial position of the issuer (except as is disclosed in the information memorandum).

Depending on the circumstances, it may be appropriate to amend these representations to reflect the position of the group of which the issuer forms a part.

(l) The issuer is not entitled to immunity from any legal proceedings, judgment or execution in any jurisdiction (this is particularly relevant where the issuer is a government or semi-government entity).

4.2 If there is a guarantor, the guarantor should also give the representations referred to in 4.1(a) to (f), (i) and if applicable (l) above with respect to itself. Its guarantee should cover breach of representation by the issuer.

4.3 Representations should be repeated on the actual issue date.

4.4 If the issuer has an offshore programme, the representations offered to dealers for an Australian programme should not be weaker than those offered to dealers for the offshore programme.

Indemnity

4.5 The issuer should indemnify the dealers for stamp duty payable on the execution of the programme documents or on the issue of the Notes under them in any Australian jurisdiction.

This indemnity should be in favour of all dealers (not just the lead dealer).

4.6 The issuer should indemnify the dealers with respect to the information in the information memorandum.

Typically the issuer takes responsibility for the information memorandum. If a dealer suffers loss because of the contents of the information memorandum, the issuer should indemnify the dealer for that loss. Depending on the circumstances, it might also be appropriate for a guarantor of the issuer to give that indemnity (or guarantee the issuer's obligations under that indemnity).

This indemnity applies as between the issuer and the dealers. The fact that there is protective wording for the dealers in the important notice in the information memorandum does not do away with the need for the indemnity (that wording is more directed at the relationship between the issuer and noteholders).

AFMA recommends that this indemnity be at least for loss suffered or incurred by the dealer because:

> "any information in the information memorandum is (or is alleged to be) misleading or deceptive (or likely to mislead or deceive) or there is (or is alleged to be) an omission from the information memorandum which is (or is alleged to be) misleading or deceptive (or likely to mislead or deceive). "

In the current marketplace, some indemnities for the information memorandum contain carve outs. These are typically of the following types:

(a) The issuer is not liable to the extent that the dealer's loss results from information provided by the dealer for the express purpose of being included in the information memorandum. If information is provided by the dealer to be included in the information memorandum, AFMA recommends that it be expressly confirmed by the dealer that the information may be used in the information memorandum. In these circumstances, AFMA believes a carve out to the indemnity of this type is appropriate. However, typically the only information of this type provided by the dealer is information about the dealer itself (its name, address, etc), so as a practical matter this carve out to the indemnity is likely to be of limited application.

(b) The issuer is not liable to the extent that the dealer's loss results from the information memorandum being distributed by that dealer in breach of applicable selling/distribution restrictions or after being told by the issuer that the information is not correct. AFMA believes a carve out to the indemnity of this type is appropriate.

(c) The issuer is only liable in connection with misleading or deceptive statements of fact. AFMA does not believe that a carve out of this type is appropriate. An information memorandum can contain statements of fact, statements of opinion and statements of law. The information

memorandum is the issuer's document. Accordingly, as between the issuer and the dealer the issuer should be liable for any misleading or deceptive statements – not just those relating to facts.

(d) The issuer is not liable to the extent that the dealer's loss is caused by the negligence or default of the dealer. AFMA does not recommend the inclusion of this carve out in relation to the information memorandum indemnity (although it might be appropriate for some other indemnities). The information memorandum is the issuer's document. If the issuer is concerned with the dealer providing the information memorandum in inappropriate circumstances, then the exception in paragraph (b) above can be used.

4.7 Other things in the indemnity

The indemnity can also deal with other matters including:

(a) taxes (including stamp duty) payable in connection with the programme documents (including the issue of Notes);

(b) breaches of undertakings by the issuer;

(c) representations of the issuer being misleading or deceptive;

(d) the issuer not issuing Notes when obliged to do so;

(e) acting on instructions believed in good faith to be from the issuer; and

(f) the issuer making a payment in a currency other than the currency in which the payment is due.

4.8 Conduct of litigation

Some indemnities give the indemnifying party the ability to influence (or even have control over) litigation relating to the matters for which they grant the indemnity (eg, litigation against a dealer as a result of a statement in an information memorandum being misleading and deceptive). AFMA recognises that the precise form of this clause depends on the nature of the transaction and the identity of the parties involved.

However, the following is recommended as one possibility:

(a) an indemnified party must promptly notify the indemnifying party when it learns of actual or threatened proceedings which may result in it calling on the indemnity.

(b) the indemnified party must reasonably (in relation to conduct, negotiation and timing) consult with the indemnifying party in connection with those proceedings.

(c) an indemnified party must conduct any litigation prudently and as if it did not have the benefit of an indemnity.

(d) an indemnifying party is not obliged to indemnify an indemnified party where the indemnified party has settled or compromised relevant litigation without the consent of the indemnifying party (that consent not to be unreasonably withheld or delayed).

Conditions precedent

4.9 Initial conditions precedent

Conditions precedent are normally split into two categories – initial conditions precedent to the establishment of the programme and ongoing conditions precedent applicable to each separate issue of Notes.

Initial conditions precedent would normally include receipt by the lead dealer of:

(a) (in some cases) copies of constituent documents for the issuer (and any guarantor) (in some cases this might include copies of relevant legislation).

An alternative approach is for the lead dealer not to obtain these documents but to simply rely on the legal opinions instead.

(b) copies of any relevant consents and authorisations.

(c) duly executed counterparts of the transaction documents.

(d) copies of relevant powers of attorney.

(e) details of the issuer's authorised signatories.

(f) legal opinion(s) in a form acceptable to the dealers (where the issuer or any guarantor is an offshore body, foreign legal and tax opinions are often also obtained).

(g) (where the programme is to be rated) confirmation from rating agencies as to the rating of the programme and/or the Notes.

Depending on the circumstances, before the Notes are actually issued the rating agency may only give an indicative ratings letter.

(h) (where the issuer or any guarantor is an offshore body) evidence that an Australian process agent has been appointed.

Initial conditions precedent (except for legal opinions which all dealers should be entitled to review) should be reviewed by the lead dealer. Any proposed waivers should be with the consent of all dealers (although some programmes provide that waivers can be given by the lead dealer after consultation with all the other dealers). The lead dealer should confirm satisfaction (or otherwise) of the initial conditions precedent to each dealer.

Signed legal opinions should be received by each dealer. Dealers should also have the right to receive a copy of other conditions precedent materials from the lead dealer on request.

4.10 Ongoing conditions precedent

Ongoing conditions precedent would normally include:

(a) representations and warranties made by the issuer (and any guarantor) continuing to be true and not misleading (both as at the date of any subscription agreement and as at the relevant issue date).

(b) there is no subsisting breach by the issuer (or any guarantor) of obligations under the transaction documents.

In some cases there will be a representation to this effect, so this issue will already be covered by (a) above.

(c) there is no subsisting event of default in respect of the Notes.

In some cases there will be a representation to this effect so this issue will already be covered by (a) above.

(d) there is a current information memorandum.

(e) (where appropriate) the issuer and relevant dealers have entered into a subscription agreement and the issuer has delivered a signed pricing supplement to the lead dealer.

(f) the aggregate principal amount of Notes on issue will not exceed the programme limit.

(g) since the date of any relevant subscription agreement, there has not occurred: any rating downgrade (or placing on credit watch) of the issuer (or any guarantor) or any of its debt securities; or any material adverse change in relation to the financial condition of the issuer (or any guarantor) or relevant political, economic or financial conditions.

(h) (where Notes are to be listed) evidence that the Notes have been accepted for listing.

Ongoing conditions precedent may be waived by any dealer. A waiver by one dealer will not affect any other dealer. No dealer may be assumed to have waived a condition precedent in the absence of a response to a request for waiver.

Information memorandum

4.11 Issuers' undertakings

The issuer should authorise the dealers to provide copies of the information memorandum to potential Noteholders.

The issuer should undertake to:

(a) notify dealers if it becomes aware that the information memorandum is misleading or deceptive (or likely to mislead or deceive) in any material respect (including by omission).

(b) following any such notification, prepare a new information memorandum (or a supplement) and provide copies of this to the dealers.

In addition, the issuer gives representations about the information memorandum (see 4.1 above) and an indemnity for the information memorandum (see 4.6 above).

4.12 Dealers' undertakings

Dealers should undertake:

(a) to distribute only the most recent information memorandum received by them.

Where the information memorandum has been updated (eg by a supplementary information memorandum) to reflect the terms of a particular new Note issue, then dealers who are selling an old Note issue should not have to distribute that updated (and irrelevant) supplementary prospectus.

(b) not to continue distributing an information memorandum following notification by the issuer that it is misleading or deceptive (or likely to mislead or deceive) in a material respect.

4.13 Public Offer Test ("POT") compliance

If an issue of Notes is to be POT compliant, the primary responsibility for ensuring compliance lies with the issuer and not with the dealers. However, issuers need some assistance from dealers in connection with this. Each dealer should undertake:

(a) to use reasonable endeavours to assist the issuer to ensure that Notes are offered for sale by the dealer in a POT compliant manner.

AFMA acknowledges that in some cases it may be appropriate or desirable to specify one or more methods by which Notes are intended to be distributed in order to satisfy the POT. If so, AFMA recommends that wording mirror relevant sections of s128F(3) of the Tax Act as far as possible.

This undertaking (whether based on the general "reasonable endeavours" or specifically tracking s128F(3)) is subject to paragraph (b) below.

(b) not to offer or distribute Notes to any person known by employees of the dealer acting in connection with the programme to be, or notified in writing by the issuer to be, an "associate" of the issuer (within the meaning of the Income Tax Assessment Act (the "Tax Act")).

AFMA believes that this represents a reasonable allocation of risk associated with selling to "associates" of the issuer.

An alternative approach that is sometimes adopted is for the issuer to provide the dealers with a list of associates for the purposes of this provision. Where this approach is adopted, the dealer's obligation is not to sell to anyone on the list.

(c) on request, to provide the issuer with information relating to the dealer's distribution of Notes that the issuer reasonably requires in order to establish POT compliance (provided that dealers should not be obliged to disclose the identity of Noteholders or to disclose information in breach of any laws or confidentiality obligations).

Each dealer should represent that:

(a) it is acting in the course of carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets.

(b) its is not, so far as it is aware, an "associate" of any other dealer within the meaning of Tax Act (unless it has told the issuer to the contrary).

Miscellaneous

4.14 The obligations of the dealers should be several.

In some offshore markets it is relatively common for the obligations of the dealers to be joint. In the Australian market, the standard is for the obligations of dealers to be several.

4.15 Programme limit increases.

Generally, the programme limit is increased by agreement between the issuer and the lead dealer. It may be appropriate to obtain fresh legal opinions relating to the increase. Copies of all relevant documents should be provided to the lead dealer. Also, all dealers should have the right to obtain copies of these documents on request.

4.16 What is called "Commercial Paper" and what is called "Medium Term Notes"?

AFMA's Debt Capital Markets dealing convention contains the following descriptions:

> ""Commercial Paper" – an unsecured short-term promise to repay a fixed amount on a certain future date. CP usually matures from 2 to 180 days from its issue and is usually traded on a discount basis. Usually uses only the rating of the issuer to back the security."
>
> ""Medium Term Notes" – Debt instruments with maturities beyond 1 year and offered through 1 or more dealers. MTN's are often issued under a programme but not necessarily so. The coupons may be fixed, floating or indexed. The facility may include a range of note maturities, currency of denomination and fixed or floating rate coupon. MTN's may be by way of domestic or Euro facilities."

5. MTN Settlement Procedures

To ensure that an issue of domestic MTNs is settled efficiently, it is recommended that the relevant parties provide sufficient information to the other parties as soon as possible but in any event not later than the times set out below.

5.1 Domestic MTN issue to be traded in Austraclear and not listed on the ASX

Latest Date/Time	*Activity*	*Responsibility*
TD	Information Memorandum provided to Austraclear	Lead Manager
SD-2	Pricing Supplement to be provided to Austraclear[2]	Lead Manager
SD-1	Instruction to Registrar to inscribe the issue of securities on the register.	Issuer
SD-1	Set up series on Austraclear System	Austraclear
SD-1	ISIN advised to Lead Manager	Austraclear
SD-1	ISIN advised to Dealers (if applicable)	Lead Manager
SD (am)	Securities to be lodged into Austraclear (can not be done SD-1)	Issuer (or Lead Manager acting on Issuer's behalf)
SD (am)	Lodgement report to be delivered to Austraclear (can not be done SD-1)	Issuer (or Lead Manager acting on Issuer's behalf)

In many circumstances it will be possible to provide information to Austraclear at an earlier date than that specified in the table eg upon establishment of a programme the Information Memorandum should be provided to Austraclear.

5.2 Domestic MTN issue lodged in Austraclear but to also be traded in Clearstream / Euroclear

A new issue will only be considered for acceptance in Clearstream or Euroclear if appropriate documentation is received. For a domestic MTN issue lodged in Austraclear this documentation will comprise the Information Memorandum, Deed Poll (if not incorporated in the Information Memorandum) and Pricing Supplement.

Where documentation is not provided directly to Clearstream or Euroclear, the clearing house will have to obtain this information from their agent in Australia. It is recommended that lead managers provide the necessary information directly to either Clearstream or Euroclear as failure to do so, in conjunction with Australian market practise for issues to settle on a T+3 basis, is likely to result in Euroclear/ Clearstream account holders being unable to settle on the issue date.

Documentation may be e-mailed to the New Issues department at the clearing houses (Clearstream - newissues.cb@clearstream.com, Euroclear - communications@euroclear.com).

It is only necessary to provide documentation to one of Euroclear and Clearstream, as one clearing house assigns a common code to the securities. It is not necessary for domestic Australian securities to be assigned a programme reference number by Euroclear or Clearstream.

[2] Paragraph 6.8 (New Issues of Securities) of the Austraclear Operating Manual requires that "For the purposes of Regulation 6.8, the time for a Member to provide details of the terms and conditions of issue to Austraclear is at least five Business Days before the issue of the Security". Austraclear recognises that the five Business Day period is not practical for many new issues.

5.3 Notes and Glossary:

Common Code – a code to identify securities which is common to both Clearstream and Euroclear. It is a 9 digit number. Example: 010873595

ISIN – an acronym for International Securities Identification Number. ISINs are allocated by the International Organisation for Standardisation. In Australia ISINs are issued by Austraclear Limited and the Australian Stock Exchange Limited (ASX). If the security is to be listed on the ASX, the ISIN must be issued by the ASX. An ISIN contains 12 alpha-numeric characters and includes a country identification code, a base number allocated by the relevant agency and one numerical check digit.

Examples: XS0039156970 (Eurobond)
AU000ECHO010 (Australian domestic)
DE0001030039 (German domestic)

SD = Settlement date

TD = Trade date

5.4 EFP and Joint Book-build Settlement

The normal practice in the Australian market is for the obligations of Dealers to purchase Notes to be undertaken on a several basis (rather than joint and several basis as is customary in some international markets). As such, settlement would ordinarily occur on a several basis between the issuer and each dealer.

However, in many instances the dealers will agree that settlement should occur with the lead dealer / manager. In such circumstances a clause along the following lines should be included:

"Notwithstanding any other provision of this agreement, the parties agree that settlement shall take place between the Issuer and the Lead Manager:

(a) on an exchange for physical (EFP) basis in accordance with accepted market practice; or

(b) on a joint book-build basis,

pursuant to which:

(i) the aggregate Purchase Price for the [Notes] will be paid by the Lead Manager to the Issuer on such basis and in accordance with such arrangements as are agreed between them prior to the execution of this agreement;

(ii) the [Notes] will be initially issued to the Lead Manager; and

(iii) the Lead Manager will deliver the [Notes] to the Dealers in the amounts [agreed between them/set out in clause [ ] (or as otherwise agreed between them)] against payment of such amounts for those [Notes] as are [agreed between them/set out in clause [ ] (or as otherwise agreed between them)] through the Austraclear System or

in such other manner as is agreed between them, provided that nothing in this clause relieves the Issuer from the obligation to sell the [Notes] and a Dealer from that Dealer's [joint and several/several] obligation to purchase [Notes] set out in clause [ ], it being understood that the Lead Manager does not by virtue of this clause assume any credit risk or liability arising from the failure of the Issuer or a Dealer to perform their respective obligations."

This clause does not detail what steps should be taken in the event that a dealer fails to accept delivery of the relevant Notes from, and make payment to, the lead dealer / manager. Current practice is not to address this question, but rather rely on the general law to determine the parties' rights and obligations if such event occurs and cannot be commercially resolved between the parties.

Annexure 1

[Issuer Name]
[AUD000M] [Fixed / Floating] Rate Notes Due [DD Month YYYY]
[Final / Indicative] Terms Sheet

Issuer:	[Name ("Abbreviation") / ACN/ARBN if applicable]
Guarantor:	[Name ("Abbreviation") / ACN/ARBN if applicable]
Programme:	[Description including Programme date & amount]
Instrument Type:	[Fixed / Floating Rate Notes, Transferable Deposits]
Issuer Rating:	[By either/all of : Standard & Poor's, Moody's Investor Services, Fitch, Not applicable]
Guarantor Rating:	[By either/all of : Standard & Poor's, Moody's Investor Services, Fitch, Not applicable]
Instrument Rating:	[By either/all of : Standard & Poor's, Moody's Investor Services, Fitch]
Issue Amount:	[AUD000M]
Status of Notes:	[Senior / Subordinated, secured / unsecured obligations of the issuer]
International Securities Identification Number (ISIN)	[ISIN if applicable]
Common Terms	
Currency:	[AUD]
Maturity:	[DD Month YYYY]
Launch Date:	[DD Month YYYY]
Pricing Date:	[DD Month YYYY]
Settlement Date:	[DD Month YYYY]
Minimum Subscription:	[The aggregate consideration payable by each offeree must be at least AUD500,000 or the offer must otherwise not require disclosure to investors under part 6D.2 of the Corporations Act 2001 of Australia.]
Denominations:	Denominations of A$[TBD]
Governing Law (Notes):	[New South Wales, Australia] – check Documentation.
Governing Law (Guarantee):	[New South Wales, Australia] – check Documentation.
Registrar:	[Insert Name]
Settlement Eligibility:	[Austraclear, Euroclear, Clearstream]
Ex Interest Period:	Close of the Register (Sydney time) on the [8th or 13th] calendar day prior to Coupon Payment Date.[3]
Listing:	[Listed / Unlisted]
Taxation:	[The public offer test relating to Australian withholding tax is intended to be satisfied / Not subject to Australian withholding tax / Subject to Australian withholding tax]
Other Terms and Conditions:	Please refer to the Information Memorandum dated [ ] and the Pricing Supplement for this issue for full terms and conditions. [Copies are available from the Lead Manager(s) on request.]
Lead Manager(s):	[Insert Name]
Co Manager(s):	[Insert Name]

[3] See the AFMA Conventions at http://www.afma.com.au / Practices, Standards & Documentation / Market Conventions / Debt Capital Markets / 3.1.7.2 "Closed Book" & "Ex-Interest" Periods. . The number of days is not the same for all programmes.

Terms	Fixed Rate Tranche	Floating Rate Tranche
Volume:	[AUD000M]	[AUD000MM]
Structure:	[AUD Fixed Rate Notes]	[AUD Floating Rate Notes]
Benchmark:	[Specify]	[3 or (frequency) month BBSW]
Initial Re-Offer Spread to Benchmark:	[ ] bps over Benchmark	[ ] bps over Benchmark
Re-Offer Yield:	[0.00%] [Frequency]	***Not applicable***
Equivalent Re-Offer Spread to Swap:	[ ] [s.a./quarterly coupon matched asset swap (mid)] or [ ] [semi/semi coupon matched asset swap (mid)	***Not applicable***
Coupon:	[0.00%] [Frequency]	Benchmark + [ ] bps
Redemption Amount:	[Par]	[Par]
Initial Re-Offer Capital Price:	[0.00%] / [AUD[ ] per AUD100 face value]	[0.00%] / [AUD[ ] per AUD100 face value]
Accrued Interest:	[0.00%] / [AUD[ ] per AUD100 face value]	[0.00%] / [AUD[ ] per AUD100 face value]
Initial Re-Offer Gross Price:	[0.00%] / [AUD[ ] per AUD100 face value[4]]	[0.00%] / [AUD[ ] per AUD100 face value[5]]
Coupon Payment Dates:	[Specify]	[Specify]
First Coupon Payment Date:	[Specify]	***Not applicable***
Business Day Conventions:	[Locations, Following]	[Locations, Modified Following]
Day Count Basis:	[RBA Bond Basis]	[Actual/365 (Fixed)]

Additional Terms (where applicable)

Key Covenants:	[Description : Example CMBS Leverage Ratios]
Cross Default:	[By Issuer / Guarantor / Subsidiaries], as set out in the terms and conditions
Negative Pledge:	[By Issuer / Guarantor / Subsidiaries], as set out in the terms and conditions
Sales Restrictions:	[Specify]

[4] AFMA Conventions for long term securities are that they are traded on a yield basis with the price per $100 face value calculated using the RBA's treasury bond-pricing formula rounded to three decimal places.
[5] The AFMA Convention for Floating Rate Notes is for the FRN price to be calculated to three decimal places.

Important Notice

This summary document was prepared by [ ].

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