INFORMATION MEMORANDUM

Suncorp-Metway Limited **ABN 66 010 831 722**

Domestic Medium Term Note, Transferable Deposit and Other Debt Instruments Programme

Arranger
UBS AG, Australia Branch ABN 47 088 129 613

Dealers
Citigroup Global Markets Australia Pty Limited ABN 64 003 114 832
Deutsche Bank AG, Sydney Branch ABN 13 064 165 162
Suncorp-Metway Limited ABN 66 010 831 722
UBS AG, Australia Branch ABN 47 088 129 613

18 September 2015

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1. Important Notice

1.1 Responsibility for Information

This Information Memorandum is issued by Suncorp-Metway Limited ABN 66 010 831 722 (the **"Issuer"**) solely in relation to its programme (the **"Programme"**) for the subscription for and issuance of:

(a) Medium Term Notes (the **"MTNs"**);

(b) the making and acceptance of transferable deposits (the **"Transferable Deposits"** or **"TDs"**); and/or

(c) other debt instruments,

(together the **"Securities"**). This Information Memorandum does not relate to and is not relevant for the purposes of any other matter.

The Issuer has taken all reasonable care to ensure that the information in this Information Memorandum is correct as of the Effective Date (as defined in section 1.5 below) and does not omit anything likely to affect its meaning in the context of the issue, and offering, of the Securities. The Issuer confirms that, to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), this Information Memorandum does not contain any statement which is misleading or deceptive or which is likely to mislead or deceive in the context of the issue and offering of the Securities. Accordingly, the Issuer accepts responsibility for the information contained in, and has authorised the distribution of, this Information Memorandum.

1.2 Supplements to Information Memorandum

This Information Memorandum should be read and construed with any amendment or supplement distributed by the Issuer from time to time and with any other documents incorporated in this Information Memorandum by reference.

1.3 Authority to Provide Information

No person has been authorised by the Issuer to give any information or to make any representation relating to the Programme or the Securities which is not contained in or which is inconsistent with this Information Memorandum. If any such information or representation is given or made, it should not be relied upon as having been authorised by the Issuer.

1.4 No Responsibility of Arranger or Dealers

The only role of UBS AG, Australia Branch ABN 47 088 129 613 (the **"Arranger"**) and the Dealers in the preparation of this Information Memorandum has been to confirm to the Issuer that the information under their respective descriptions under the heading **"Directory"** is accurate as at the Effective Date. Apart from this, no representation, warranty or undertaking is made or implied by the Arranger or any Dealer and neither the Arranger nor any Dealer makes any representation or warranty, or accepts any responsibility, as to:

(a) the origin, accuracy, completeness or distribution of, or any errors in, or omissions from, this Information Memorandum;

(b) any amendment or supplement to this Information Memorandum or any other documents incorporated in this Information Memorandum by reference; or

(c) any other information supplied in connection with the Securities.

1.5 Effective Date

Neither the delivery of this Information Memorandum nor the offering, sale or registration of any Security shall, in any circumstances, imply that the information contained in this Information Memorandum is true subsequent to, or that there has been no adverse change (or any development likely to lead to an adverse change) in the financial position of the Issuer since, the Effective Date.
In this Important Notice section, **"Effective Date"** means in relation to:

(a) this Information Memorandum (other than financial accounts incorporated by reference in it), the date indicated on its face or, if the Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;

(b) financial statements incorporated by reference in this Information Memorandum, the date up to or as at which those statements were prepared; and

(c) any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release.

1.6 Providing Information for the Secondary Market

Where a Dealer delivers this Information Memorandum for the purpose of facilitating a secondary market in Securities issued before the most recent Information Memorandum then this Information Memorandum is provided only for the purposes of giving information in relation to the Terms and Conditions of those Securities.

1.7 Non-Disclosable Offers and Invitations

Each offer for issue or sale, and each invitation to subscribe for or buy, the Securities made to or by a person (as the case may be) where the offer or invitation is received by that person in Australia will be made on such terms that the offer or invitation will not require disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act 2001 (Cth). Accordingly, this Information Memorandum is not required to be lodged with the Australian Securities and Investments Commission.

1.8 Recipients to Make Own Assessment

Each recipient of this Information Memorandum is taken to have made its own decisions as to the sufficiency and relevance for its purpose of the information contained in this Information Memorandum, and its investigation and appraisal of the condition (financial and otherwise) of the Issuer. Neither the Arranger nor any Dealer undertakes to review the business or financial affairs of the Issuer or advise the holders of the Securities of any information coming to its attention with respect to the Issuer.

This Information Memorandum has not been prepared with any knowledge or consideration of the investment or other objectives, financial situation, tax position or other particular needs or requirements of any recipient of this Information Memorandum. Each recipient should obtain their own taxation advice regarding investing in the Securities.

No advice is given in respect of the taxation treatment of potential investors or purchasers in connection with investment in any Securities and each investor or purchaser is advised to consult its own professional adviser.

1.9 Compliance with Laws

The distribution of this Information Memorandum and the offering of the Securities in certain jurisdictions is restricted by law. No action has been taken or will be taken by the Issuer, the Arranger or any Dealer which would permit:

(a) a public offering of Securities; or

(b) possession or distribution of this Information Memorandum, any prospectus, circular, advertisement or any other offering or other material issued by or on behalf of the Issuer, in relation to any Securities,

in any jurisdiction where action for that purpose is required. Persons into whose possession this Information Memorandum comes are required to inform themselves of and observe all such restrictions and take all such action.

Nothing in this Information Memorandum is to be construed as authorising the distribution of this Information Memorandum or the offer or sale of Securities in any jurisdiction other than the Commonwealth of Australia, and none of the Issuer, the Arranger or any Dealer accepts any liability in that regard.

The Securities have not been and will not be registered under the Securities Act of 1933 of the United States of America, as amended (the **"Securities Act"**). Subject to certain exceptions, the Securities may not be offered, sold or delivered within the United States or to U.S. persons. For a description of certain restrictions on acceptance, offers, issues and sales of the Securities and on distribution of this Information Memorandum: see section 6 ("Subscription and Sale") below.

1.10 Disclosure of Interests

The Issuer, the Arranger, each Dealer and Austraclear Services Limited ABN 28 003 284 419 discloses that it, its respective subsidiaries, directors and employees may:

(a) have pecuniary or other interests in the Securities and may also have interests pursuant to other arrangements; and

(b) receive fees, brokerage and/or commissions and may act as principal in any dealing in the Securities.

1.11 Credit Ratings

There are various references in this Information Memorandum to the credit ratings assigned to the Securities and the Issuer by Standard & Poor's (Australia) Pty. Ltd., a Division of The McGraw-Hill Companies, Inc., Moody's Investors Service Pty Limited or Fitch Australia Pty Ltd. None of them have been involved in the

preparation of this Information Memorandum. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

1.12 Risks

Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Securities describes the risks of an investment in any Securities. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Securities and the suitability of investing in the Securities in light of their particular circumstances.

2. Documents incorporated by reference

The following documents are incorporated in and deemed to form part of this Information Memorandum:

(a) all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time;

(b) initially, the published audited annual consolidated financial statements of the Issuer for its financial year ended 30 June 2015 and at all times thereafter the most recently published audited annual consolidated financial statements of the Issuer;

(c) the most recently published unaudited interim consolidated financial statements of the Issuer;

(d) all documents lodged with or published on the ASX in respect of the Issuer; and

(e) all documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Copies of documents incorporated by reference are available for inspection at the offices of the Issuer and the Arranger.

3. Programme Summary

The following summary does not purport to be complete. It is adapted from, and qualified in its entirety by, the remainder of the Information Memorandum and the relevant Pricing Supplement. Terms defined in, or used in, the "Terms and Conditions of Securities" have the same meaning when used in this Information Memorandum.

Under the Programme, the Issuer may issue Securities from time to time. The terms applicable to any Securities will be agreed between the Issuer and the Dealers prior to issuance, and will be set out in the Deed Poll and in a Pricing Supplement to be executed by the Issuer prior to the issue of each Tranche or Series of Securities.

Issuer:	Suncorp-Metway Limited ABN 66 010 831 722.
Programme Description:	Domestic programme for the subscription for the issuance of the Securities.
Arranger:	UBS AG, Australia Branch ABN 47 088 129 613.
Dealers:	Initially Citigroup Global Markets Australia Pty Limited, Deutsche Bank AG, Sydney Branch, Suncorp-Metway Limited and UBS AG, Australia Branch. Other dealers may subsequently be appointed, either in relation to the Programme as a whole, or in relation to specific Issues from time to time.
Maturity of the Securities:	Securities will have a maturity determined by the Issuer, subject to compliance with legal and regulatory requirements. The Maturity Date applicable to each Tranche of Securities will be specified in the relevant Pricing Supplement.
Currency:	In relation to TDs, Australian Dollars, and for all other Securities, Australian Dollars or as otherwise specified in the relevant Pricing Supplement.
Programme Limit:	Unlimited.
Direct Issues:	The Issuer may also issue Securities directly to investors procured by it.
Denominations:	Securities will be issued in denominations of A$10,000 or such other amounts as specified in the relevant Pricing Supplement.
Issuance, selling and transfer Restrictions:	Unless otherwise specified in the relevant Pricing Supplement, Securities may only be issued by the Issuer or transferred by a Holder of the Securities: (a) if the aggregate consideration payable by the

investor (in the case of a Transferable Deposit by way of deposit with the Issuer) is at least A$500,000 (or equivalent) (disregarding moneys lent by the Issuer or transferor (as the case may be) or its associates) or if the Securities are otherwise issued or transferred in a manner that does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act;

(b) to a person who is not a "retail client" within the meaning of Section 761G of the Corporations Act; and

(c) if the issue or transfer complies with all applicable laws of the jurisdiction in which the issue or transfer takes place or is received.

No action has been taken or will be taken which would permit a public offering of the Securities, or possession or distribution of this Information Memorandum, in any country or jurisdiction where action for that purpose is required.

The Securities have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, US persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act.

The offer of Securities is subject to selling restrictions in Australia, New Zealand, United States of America, the European Economic Area, Singapore, Korea, Hong Kong, Japan and the United Kingdom, and also to such other restrictions as may be required in connection with a particular issue of Securities and as more fully set out in **"Subscription and Sale"**.

Form of Securities:

Securities will be issued in registered form. Securities issued by the Issuer will be constituted by a deed poll (**"Deed Poll"**) dated 4 December 2014 given by the Issuer for the benefit of the Holders of those Securities from time to time and will take the form of entries on a Register maintained by the Registrar. A copy of the Deed Poll is available for inspection by Holders during normal business hours at the offices of the Registrar.

The terms and conditions of the Securities are contained in Schedule 1 to the Deed Poll and are modified and

supplemented by the relevant Pricing Supplement.

Other Securities: The Issuer may from time to time issue Securities in a form not contemplated by the "**Terms and Conditions of the Securities**" herein. Terms applicable to any other type of Security that the Issuer and any relevant Dealer(s) or other investor may agree to issue under the Programme will be set out in the relevant Pricing Supplement.

Redemption of Securities: The Pricing Supplement relating to each Tranche of Securities issued by the Issuer will indicate either that the Securities of such Tranche (a) cannot be redeemed prior to their stated maturity (other than in specified instalments if applicable, or for taxation or regulatory reasons or following an Event of Default); or (b) will be redeemable at the option of the Issuer and/or the Holders, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the relevant Pricing Supplement upon the Issuer and/or the Holders (as applicable) giving not less than 15 nor more than 30 days' irrevocable notice (or, in the case of such Securities being redeemable at the option of the Holders, such other notice period (if any) as is indicated in the relevant Pricing Supplement) to the Holders or the Issuer, as the case may be.

Status of Transferable Deposits: The Issuer is an "authorised deposit-taking institution" (an **"ADI"**) under the Banking Act. Transferable Deposits will constitute protected accounts of the Issuer for the purpose of section 13A(3) of that Act. Section 13A(3) provides that in the event of an ADI becoming unable to meet its obligations or suspending payment, the assets of the ADI in Australia shall be available to meet the ADI's liabilities in Australia in relation to protected accounts that account-holders keep with the ADI in priority to all other liabilities of the ADI (other than certain debts and liabilities owed by the ADI to APRA).

Status of the MTNs: MTNs issued by the Issuer will be direct, unsubordinated (subject to the provisions of Condition 3), unsecured and general obligations of the Issuer and will rank *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future (other than indebtedness preferred by mandatory provisions of law) – see Condition 3.2.

Events of Default: The terms of the MTNs will contain the events of default as further described in Condition 10.1.

Settlement:	Securities will be lodged in and settled through the System unless otherwise specified in the relevant Pricing Supplement. Securities may only be uplifted from the System in accordance with the Regulations.
Payments and Record Date:	Payments will be made on the payment dates specified in the Pricing Supplement to the persons whose names are entered in the Register as at 5.00pm local time in the office of the Registrar on the eighth calendar day before the relevant due date for payment. Payments in respect of Securities lodged within the System will be made by crediting the amount due to the account of the Holder in accordance with the Regulations. If Securities are not Austraclear Securities, payments will be made to the account of the Holder noted on the Register. If no account is notified, then payments will be made by cheque mailed to the Holder (at its address appearing on the Register on the Record Date) on the Business Day immediately preceding the relevant: (a) Interest Payment Date; or (b) Maturity Date, as applicable.
Business Days:	Business days in Sydney, or otherwise as specified in the relevant Pricing Supplement.
Registrar:	Austraclear Services Limited or such other entity as specified in the relevant Pricing Supplement or as determined by the Issuer.
Austraclear:	Unless otherwise specified in the relevant Pricing Supplement, application will be made to Austraclear for approval for each Tranche of Securities to be traded on the settlement system operated by Austraclear (in accordance with the Regulations).
Transfer Procedure:	Austraclear Securities may be transferred in accordance with the Regulations. Securities which are not lodged in the System are transferable by Transfer and Acceptance in accordance with the Terms and Conditions of the Securities.
Listing:	Securities under the Programme may be listed on the ASX or such other stock exchange as specified in the relevant Pricing Supplement. Unless otherwise specified in the relevant Pricing Supplement, Securities

listed on the ASX will not be tradeable through CHESS.

Legal and regulatory requirements: Each issue of Securities issued into a particular jurisdiction or denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply, will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see **"Subscription and Sale"**).

Stamp Duty: There is no stamp duty applicable on the issue of the Securities. Any stamp duty payable on the transfer of the Securities will be for the account of investors.

Tax File Number: The Issuer will deduct tax from payments of interest at the highest marginal rate plus the highest Medicare levy if an Australian resident investor or a non-resident investor who holds Securities in the course of carrying on a business at or through a permanent establishment in Australia has not supplied an Australian Business Number, appropriate tax file number or exemption details.

Withholding Tax: If specified in the Pricing Supplement, Securities will be issued in a manner which enables the Issuer to pay interest to Holders free of Australian withholding tax and all payments by the Issuer in respect of the Securities will be made free and clear of and without withholding or deduction for, or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by the Commonwealth of Australia or any political subdivision therein or thereof unless required by law, in which case the Issuer will make additional payments so that the net amount received by a Holder will equal the amount which would otherwise have been received had no such withholding or deduction been made (subject to the exceptions set out in Condition 9.3). In the event that the Issuer is required to make such additional payments, the relevant Securities may be redeemed at the option of the Issuer. No additional payments will be payable in relation to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.

Taxes: Prospective investors must make their own assessment

of the tax consequences of buying, selling or holding Securities.

Governing Law: State of Queensland.

4. Terms and Conditions of Securities

The following are the Terms and Conditions of the Securities, which as varied, amended, supplemented or disapplied by the relevant Pricing Supplement, are applicable to each Tranche of Securities.

Each Security is constituted by the Deed Poll and the relevant Pricing Supplement.

Securities are issued upon and subject to the terms of the Deed Poll which is enforceable by each Holder in respect of Securities held by it. Each Holder, by applying for, subscribing for or purchasing Securities, is and agrees to be bound by, and is deemed to have notice of the provisions of, the Deed Poll.

A copy of the Deed Poll is available for inspection by Holders during normal business hours at the offices of the Registrar, as specified in the Information Memorandum.

Words and expressions defined in the Deed Poll, or used in the Pricing Supplement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and in the event of inconsistency between the Deed Poll and the Pricing Supplement, the Pricing Supplement will prevail.

1. Definitions and interpretation

1.1 Definitions

In these Terms and Conditions:

"A$" and **"Dollar"** means the lawful currency of the Commonwealth of Australia.

"account-holders" has the meaning given to that term in the Banking Act.

"Accrual Period" means, in respect of an Interest Period, the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date during that Interest Period except that the last Accrual Period ends on (and excludes) the Maturity Date.

"ADI" means "authorised deposit-taking institution" as defined in the Banking Act and of which the Issuer is one.

"Advice" has the same meaning as in the Registry Services Agreement.

"AFMA" means the Australian Financial Markets Association.

"Amortised Face Amount" means, in relation to a Zero Coupon Security, the amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = RP \times (1 + AY)y$$

Where:

"RP" means the amount specified as the Reference Price in the relevant Pricing Supplement; and

"AY" means the yield expressed as a decimal specified as the Accrual Yield in the relevant Pricing Supplement; and

"y" is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Securities to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Security becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the relevant Pricing Supplement.

"APRA" means Australian Prudential Regulation Authority.

"Arranger" means UBS AG, Australia Branch ABN 47 088 129 613 and any other entity appointed as an Arranger for the Programme or in respect of any particular issue of Securities under the Programme and references in this agreement to the "Arranger" shall be references to the relevant Arranger.

"Assets" means the non-consolidated gross assets of the Issuer as shown by the latest published accounts of the Issuer but adjusted for contingencies and for events subsequent to the date of such accounts in such manner and to such extent as the directors of the Issuer or the Auditors may determine to be appropriate.

"ASX" means ASX Limited ABN 98 008 624 691.

"Auditors" means the auditors for the time being of the Issuer or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of the Conditions, such other firm of accountants as may be nominated by the Issuer for the purposes of the Conditions.

"Austraclear" means Austraclear Limited ABN 94 002 060 773.

"Austraclear Securities" means, at any time, all Securities which are lodged in the System at that time or all Securities to be lodged in the System upon issuance in accordance with these Terms and Conditions (as the context requires).

"Austraclear Services Limited" means Austraclear Services Limited ACN 003 284 419.

"Banking Act" means the Banking Act (Cth) 1959 of Australia.

"BBSW" means, in relation to a Floating Rate Security and an Interest Period relating thereto, the rate calculated by taking the rates quoted on the Reuters Screen BBSW Page at approximately 10.00 am, Sydney time, on the first day of that Interest Period as being the mean buying and selling rate for a bill (which for the purpose of this definition means a bill of exchange of the type specified for the purpose of quoting on

the Reuters Screen BBSW Page) having a tenor equal or approximately equal to that Interest Period, eliminating the highest and the lowest mean rates and taking the average of the remaining mean rates and then (if necessary) rounding the resultant figure to the nearest four decimal places. If on the first day of an Interest Period fewer than five banks have quoted rates on the Reuters Screen BBSW Page, the rate shall be calculated as above by taking the rates otherwise quoted by five of such banks on application by the Issuer for such a bill of the same tenor. If the rate for that Interest Bearing Security and that Interest Period cannot be determined in accordance with the foregoing procedures then the rate shall mean such rate as is conclusively determined by the Issuer acting in good faith having regard to comparable indices then available.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) upon which banks and the relevant financial markets are open for business generally in Sydney and, in relation to a Series, any other place specified in the relevant Pricing Supplements.

"Business Day Convention" means, in relation to a Security, the convention for adjusting the date upon which any payment is due to be made or anything is required to be done under or in respect of that Security if that date is not a Business Day, where such Business Day Conventions as specified in the relevant Pricing Supplement in relation to any Security have the following meanings:

(a) the "Floating Rate Convention", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls within the Specified Period (specified in the relevant Pricing Supplement) after the preceding applicable Interest Payment Date occurred; or

(b) the "Following Business Day Convention", such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(c) the "Modified Following Business Day Convention", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(d) the "Preceding Business Day Convention", such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

"Calculation Agent" means in relation to a particular Issue, such person appointed by the Issuer as the Calculation Agent for the purposes of that Issue and specified as such in the relevant Pricing Supplement, or if such person resigns, or its appointment is terminated, as Calculation Agent, the person from time to time appointed in its place to perform the functions of the Calculation Agent in relation to that Issue.

"Certificate" means a certificate certifying that a Holder owns a Security.

"CHESS" means the Clearing House Electronic Subregister System operated by ASX Settlement and Transfer Corporation Pty Limited ACN 008 504 532, as approved as the securities clearing house under the Corporations Act.

"**Code**" means the Internal Revenue Code of 1986 of the United States of America.

"Corporations Act" means the Corporations Act (Cth) 2001.

"Day Count Fraction" means, in respect of the calculation of an amount of interest for any Interest Period:

(a) in respect of Fixed Rate Securities:

(i) if "Actual / Actual (ICMA)" is specified in the relevant Pricing Supplement:

A. in the case of Securities where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "Accrual Period") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the relevant Pricing Supplement) that would occur in one calendar year; or

B. in the case of Securities where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(ii) if "30 / 360" is specified in the relevant Pricing Supplement, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant Interest Payment Date (such

number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and

(b) in respect of Floating Rate Securities and Index-Linked Interest Securities:

(i) if "Actual / 365" or "Actual / Actual" is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, 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 non-leap year divided by 365);

(ii) if "Actual / 365 (Fixed)" is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 365;

(iii) if "Actual / 360" is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 360; and

(iv) if "30 / 360", "360 / 360" or "Bond Basis" is specified in the relevant Pricing Supplement, the number of days in the Interest Period 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 (a) 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 of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30 day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

"Dealers" means, initially, Citigroup Global Markets Australia Pty Limited, Deutsche Bank AG, Sydney Branch, UBS AG, Australia Branch and Suncorp-Metway Limited and, subsequently, each person from time to time appointed by the Issuer as a dealer under the Programme and whose appointment has not ceased.

"Deed Poll" means the deed poll so entitled dated 4 December 2014 executed and delivered by the Issuer relating to the Programme.

"Denomination" means:

(a) in the case of a Zero Coupon Security, the nominal principal amount payable on the Maturity Date of that Security; and

(b) in relation to any other Security, the initial Principal Outstanding of that Security.

"Determination Date" means the date so specified in the relevant Pricing Supplement.

"Determination Period" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

"Dual Currency Security" means any Security so specified in the relevant Pricing Supplement.

"Early Redemption Amount" means an amount calculated as follows:

(a) in the case of a Security with a Final Redemption Amount equal to the Issue Price, at the Principal Outstanding together with accrued interest (if any) to the date on which the Security is to be redeemed or such other early redemption amount as may be specified in or calculated in accordance with the provisions of the relevant Pricing Supplement;

(b) in the case of a Security (other than a Zero Coupon Security but including an Instalment Security and a Partly Paid Security) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Security is denominated, at the amount specified in, or determined in the manner specified in, the relevant Pricing Supplement or, if no such amount or manner is so specified in the Pricing Supplement, at their Nominal Amount;

(c) in the case of a Zero Coupon Security, at the Amortised Face Amount; or

(d) on such other calculation basis as may be specified in the relevant Pricing Supplement.

"Early Redemption Amount (Non-deductibility and Regulatory)" means:

(a) in relation to Floating Rate Securities, the Principal Outstanding together with accrued interest (if any) to the date on which the Floating Rate Securities are to be redeemed or such other early redemption amounts as may be specified in or calculated in accordance with the provisions of the relevant Pricing Supplement; and

(b) in relation to Fixed Rate Securities, the amount calculated by the Issuer as being the sum of the present values of the remaining scheduled payments of the Fixed Rate Securities for the period to the first Optional Redemption Date of the Fixed Rate Securities (including an assumed redemption of the Fixed Rate Securities for the Principal Outstanding at the first Optional Redemption Date) discounted to the relevant Early Redemption Date at a rate, on a semi-annual basis, equal to the rate being the sum of the Redemption Base Swap Rate (as calculated 3 Business Days prior to the Early Redemption Date) and the Margin. This calculation is performed by applying this semi-annual rate as the yield (defined as "i") to the Reserve

Bank of Australia Bond Price Formula as set out in Appendix A of the relevant Deed Poll. The Early Redemption Amount (Non-deductibility and Regulatory) includes interest accrued but not yet paid up to but excluding the Early Redemption Date.

"Early Redemption Date" means the day on which a Security is to be redeemed under Condition 6.2.

"Event of Default" means in relation to MTNs an event specified in Condition 10.1.

"Extraordinary Resolution" has the meaning given to it in the Meeting Provisions.

"Final Redemption Amount" means the amount payable in respect of a Security and specified as such in (or calculated in accordance with the provisions of) the relevant Pricing Supplement.

"Fixed Interest Period" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

"Fixed Rate Security" means an Interest Bearing Security in respect of which the relevant Pricing Supplement specifies that the rate of interest applicable thereto is to be a fixed rate.

"Floating Rate Security" means an Interest Bearing Security in respect of which the relevant Pricing Supplement specifies that the rate of interest applicable thereto is to be a floating rate.

"Government Body" means:

(a) any person, government or body exercising an executive, legislative, judicial or other government function of any country or political subdivision of any country;

(b) any public authority constituted by or under a law of any country or any political subdivision of any country; or

(c) any person deriving a right directly or indirectly from any other Government Body.

"Holder" means, in relation to a Security, and at any time, the person inscribed in the Register as the holder of that Security at that time (this includes Austraclear in relation to Austraclear Securities).

"Index" means the index applying to that Security, as specified in the relevant Pricing Supplement.

"Index-Linked Interest Security" means a Security that bears interest at a rate calculated by reference to an Index.

"Index-Linked Security" means an Index-Linked Interest Security or an Index-Linked Redemption Security.

"Index-Linked Redemption Security" means a Security the Early Redemption Amount or Final Redemption Amount in respect of which is calculated by reference to an Index.

"Information Memorandum" means the most recent document so entitled issued by the Issuer as updated or supplemented from time to time, including any financial statements or other documents from time to time incorporated by reference in such document, together with any further items and information released with or in connection with such document authorised on behalf of the Issuer.

"Instalment Security" means a Security the Early Redemption Amount or Final Redemption Amount in respect of which is payable in the Instalment Amounts and on the Instalment Dates (as each such term is specified in the Pricing Supplement).

"Interest Amount" means the amount of interest payable, and in the case of Fixed Rate Securities, also means the Fixed Coupon Amount or Broken Amount, as the case may be, so specified in the relevant Pricing Supplement.

"Interest Bearing Security" means a Security which the relevant Pricing Supplement indicates is to bear interest.

"Interest Commencement Date" means the Issue Date in respect of Securities or such other date as may be specified in the Pricing Supplement.

"Interest Determination Date" means, with respect to a Rate of Interest and Accrual Period, the date specified as such in the Pricing Supplement or, if none is so specified, the first day of such Accrual Period.

"Interest Payment Date" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and adjusted, if not a Business Day, in accordance with the applicable Business Day Convention.

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date, except that the final Interest Period ends on (but excludes) the Maturity Date.

"Issue" means each issue or proposed issue (as the context requires) of Securities under and in accordance with these Terms and Conditions.

"Issue Amount" means, in relation to a Tranche of Securities, the amount specified in the Pricing Supplement or in relation to any Certificate the aggregate Nominal Amount of the Securities to which that Certificate relates.

"Issue Date" means, in relation to a Security, the date on which that Security is created and issued as specified in or determined in accordance with the relevant Pricing Supplement, or (as the context requires) is proposed to be created and issued, by inscription in the Register in accordance with these Terms and Conditions and the relevant Registry Services Agreement, (and in the case of Transferable Deposits will

be the same date as the date of acceptance of the relevant Transferable Deposit by the Issuer).

"Issue Price" means the issue price for Securities specified in, calculated in or determined in accordance with the provisions of the Pricing Supplement.

"Issuer" means Suncorp-Metway Limited ABN 66 010 831 722.

"Lead Manager" means, in relation to an Issue, the entity specified as such in the relevant Pricing Supplement.

"Listing Rules" means, at any time:

(a) the Listing Rules of ASX or any other stock exchange specified in the relevant Pricing Supplement, as applicable at that time; and

(b) in relation to a person, those Listing Rules to the extent to which they apply to, and subject to such modifications, conditions or waivers that ASX or such other stock exchange, as applicable has granted to, that person at that time.

"Margin" means the margin, if any, specified in the relevant Pricing Supplement.

"Maturity Date" means the maturity date specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement and as recorded in the Register.

"Maximum Rate of Interest" means the maximum interest rate (if any) specified in, or calculated or determined in accordance with the provisions of the relevant Pricing Supplement.

"Maximum Redemption Amount" means the amount specified as such (if any) in the relevant Pricing Supplement.

"Meeting Provisions" means the provisions for the convening of meetings of, and passing of resolutions by, Holders set out in Schedule 2 of the Deed Poll.

"Minimum Rate of Interest" means the minimum interest rate (if any) specified in, or calculated or determined in accordance with, the provisions of the relevant Pricing Supplement.

"Minimum Redemption Amount" means the amount specified as such (if any) in the relevant Pricing Supplement.

"MTN" means a medium term note, being a debt obligation of the Issuer owing to a Holder, the details of which are identified in the Register and, in these Terms and Conditions, references to MTNs are references to MTNs of the relevant Series.

"Nominal Amount" means the notional nominal amount of each Security which will, unless indicated otherwise, be the same amount as the **"Specified Denomination"** of each Security so specified in the relevant Pricing Supplement.

"Optional Redemption Amount" means the amount specified as the Optional Redemption Amount in the relevant Pricing Supplement.

"Optional Redemption Date" means the date specified as the Optional Redemption Date in the relevant Pricing Supplement.

"Partly Paid Security" means a Security the consideration for which is specified in the Pricing Supplement to be partly paid.

"Pricing Supplement" means, in relation to an Issue, the pricing supplement substantially in the form of Schedule 3 to the Deed Poll, as relevant to the Securities of a particular Tranche.

"Principal Outstanding" means at any time:

(a) in relation to a Security, other than a Zero Coupon Security, the principal amount of that Security recorded in the Register at that time, to the extent not repaid, prepaid or reduced in accordance with these Terms and Conditions and the relevant Pricing Supplement; and

(b) in relation to a Zero Coupon Security, the amount specified in or calculated in accordance with the relevant Pricing Supplement at that time.

"Programme" means the Issuer's programme for the issue of Securities under the Deed Poll and as described in the Information Memorandum.

"protected accounts" has the meaning given to that term in the Banking Act.

"Quoted" means any official quotation by ASX in accordance with the Listing Rules.

"Quoted Securities" means any Security which is Quoted.

"Rate of Interest" or **"Interest Rate"** means the rate of interest payable from time to time in respect of the particular Security and that is either specified or calculated in accordance with the provisions set out in the Pricing Supplement.

"Record Date" means, in relation to a Series, 5.00 pm on the date which is eight calendar days before the date for payment of principal or interest, including:

(a) each Interest Payment Date for that Series (or such other date as may be specified in the relevant Pricing Supplement); and

(b) the Maturity Date for that Series (or such other date as may be specified in the relevant Pricing Supplement).

"Redemption Base Swap Rate" means the rate calculated by the Issuer to be the linearly interpolated AFMA mid swap rate (converted (if necessary) to a semi-annual basis) rounded to 3 decimal places for a term equal to the period from but excluding the relevant Early Redemption Date to the first Optional Redemption Date of the relevant Securities, as published by AFMA on the "SWAPREF" reference page on the Reuters Monitor System or other electronic media at or about 10.00am (Sydney time) on the day that is 3 Business Days prior to the Early Redemption Date. If no such rate is available, the rate will be the average of the mid rates quoted to the Issuer at or around 5.00pm on the day which is 3 Business Days prior to the Early Redemption

Date by 4 leading swap dealers on the assumption that the parties are of the highest credit status.

"Reference Banks" means the institutions specified as such in the Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Reference Rate specified in the Pricing Supplement.

"Reference Rate" means the Reference Rate, if any, specified in the relevant Pricing Supplement.

"Register" means:

(a) in relation to the Austraclear Securities, the register established and maintained in accordance with or as contemplated by Condition 2.3(a) and the relevant Registry Services Agreement; and

(b) in relation to all other Securities, the register established and maintained by the relevant Registrar in accordance with and as contemplated by Condition 2.3(b) and Condition 7.

"Registrar" means:

(a) in relation to the Austraclear Securities, Austraclear Services Limited; and

(b) in relation to all other Securities, any person appointed by the Issuer from time to time to perform the functions which these Terms and Conditions contemplate being performed by the Registrar.

"Registry Services Agreement" means:

(a) in relation to the Austraclear Securities, the ASX Austraclear Registry and IPA Services Agreement dated 16 June 2009 between Austraclear Services Limited and the Issuer; and

(b) in relation to all other Securities, these Terms and Conditions and each document made or to be made from time to time between the applicable Registrar and the Issuer setting out the agreement between them as to the maintaining of the Register.

"Regulations" means the regulations (as amended or replaced from time to time) known as the "Austraclear System Regulations" established by Austraclear to govern the System.

"Relevant Date" in respect of any Security means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Holders that such payment will be made, provided that payment is in fact made.

"Relevant Financial Centre" means, with respect to any Floating Rate Security to be determined in accordance with Screen Rate Determination on an Interest Determination Date the financial centre specified as such in the Pricing Supplement or, if none is so specified, the financial centre with which the relevant Reference Rate is most closely connected.

"Relevant Screen Page" means the page specified as such in the relevant Pricing Supplement.

"Relevant Time" means, with respect to any Interest Determination Date, the relevant time specified in the Pricing Supplement.

"Screen Rate Determination" has the meaning specified in the relevant Pricing Supplement.

"Securities Act" means the Securities Act of 1933 of the United States of America, as amended.

"Security" means each MTN, TD or other debt instrument issued by the Issuer under the Deed Poll on these Terms and Conditions (as modified by any relevant Pricing Supplement).

"Series" means all Securities which are issued upon and subject to identical terms and conditions except that:

(a) Tranches of Securities comprised in a Series may be issued on different Issue Dates and in different Denominations; and

(b) in the case of an Interest Bearing Security:

(i) the first Interest Period may commence on different dates; and

(ii) the amount or basis of calculation of interest payable in respect of the first Interest Period may be different.

"Specified Currency" means such currency as may be so specified in the relevant Pricing Supplement.

"Specified Denomination" means the minimum integral amount in which transfers of Securities can be made as specified in the relevant Pricing Supplement and which will, unless indicated otherwise, be the notional amount of each Security.

"Sub-Unit" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

"System" means the system operated by Austraclear for holding securities and electronic recording and settling of transactions in those securities between members of that system.

"Terms and Conditions" and **"Conditions"** means these terms and conditions to which the Securities are subject.

"Tranche" means all Securities issued on the same Issue Date and upon and subject to identical terms and conditions, except that a Tranche may comprise Securities in more than one Denomination.

"Transfer and Acceptance" means a transfer and acceptance in such form as may be approved by the Issuer and the Registrar from time to time.

"Transferable Deposit" or **"TD"** means a transferable deposit made by an investor and accepted by the Issuer, the details of which are recorded in the Register, being a protected account and a deposit liability of the Issuer and in these Terms and Conditions references to Transferable Deposits are references to Transferable Deposits of the relevant Series.

"Winding-Up" means any procedure whereby the Issuer may be wound-up, dissolved, liquidated or cease to exist as a body corporate whether brought or instigated by a Holder or any other person, but shall exclude any Winding-Up which results in there being a successor to the Issuer and the obligations under the Securities are assumed by the successor.

"Zero Coupon Security" means a Security issued at a discount to its Nominal Amount and not bearing interest (other than in relation to interest due after its Maturity Date), and which is specified in the relevant Pricing Supplement to be a Zero Coupon Security.

1.2 Interpretation

In these Terms and Conditions, unless the context indicates a contrary intention:

(a) the expression "**person**" includes an individual, a corporation and a Government Body;

(b) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;

(c) a reference to any document or agreement (including these Terms and Conditions) is to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(d) a reference to any statute or to any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted therefore and all ordinances, by-laws, regulations and other statutory instruments issued thereunder;

(e) words importing the singular shall include the plural (and vice versa) and words denoting a given gender shall include all other genders;

(f) headings are for convenience only and shall not affect the interpretation hereof;

(g) a reference to a Condition is to a clause of these Terms and Conditions;

(h) a reference to a specified paragraph is to the specified paragraph in the clause or Condition in which the reference appears;

(i) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;

(j) a reference to **"writing"** includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission;

(k) a reference to time is to local time in Sydney;

(l) a reference to a month means a calendar month; and

(m) a reference to a right includes a remedy, authority or right.

2. Issue and form of Securities and Title

2.1 Execution of Pricing Supplement

Subject to the Deed Poll and the dealer agreement dated on or about the date of the Information Memorandum between the Issuer, the Arranger and persons named as Dealers, the Issuer may from time to time:

(a) execute and deliver to the Registrar a Pricing Supplement; and

(b) issue Securities comprised in a Series, or a Tranche of a Series, in accordance with and upon and subject to the terms of that Pricing Supplement and the relevant Registry Services Agreement.

2.2 Form of Securities

Each Security constitutes a debt obligation of the Issuer constituted by and owing under the Deed Poll, issued upon and subject to the terms of these Terms and Conditions and the relevant Pricing Supplement, and will be issued in registered, uncertificated form. No Certificate will be issued in respect of any Security unless the Issuer determines such Certificate should be made available or it is required to do so pursuant to any applicable law or regulation.

2.3 Issue by Inscription

The issue of each Security will be effected by, and that Security will be created immediately upon:

(a) in the case of Austraclear Securities only, the Issuer giving to the Registrar an Advice and a copy of the relevant Pricing Supplement in accordance with the Registry Services Agreement; and

(b) in the case of all other Securities, the Registrar inscripting in the Register on the Issue Date the name and address of the initial Holder and of the other

details required to be entered in the Register under and in accordance with the relevant Registry Services Agreement.

2.4 Title

The entry of the name of a person as a purchaser or transferee of a Security on the Register will constitute the passing of title of that Security and will be conclusive evidence of that person's entitlement to receive interest and repayment of principal subject to the Deed Poll and the relevant Pricing Supplement. A Security in the name of more than one person is held under joint tenancy, unless requested otherwise and in a form satisfactory to the Issuer. No notice will be taken of any trusteeship in respect of a Security. Neither the Issuer nor the Registrar is obliged to take notice of any other claim to a Security, except as required by law.

2.5 Independent obligations

Each entry in the Register constitutes a separate and individual title to the Holder of the indebtedness of the Issuer to the relevant Holder.

2.6 Denomination and Non-Disclosable Offers and Invitations

Unless otherwise specified in the relevant Pricing Supplement, Securities will be issued in minimum Denominations of A$10,000. Unless otherwise specified in the relevant Pricing Supplement, the total consideration payable to the Issuer by the investor (in the case of Transferable Deposits by way of a deposit with the Issuer) must be at least A$500,000 (or the equivalent amount in an alternative currency determined at the Issue Date and in either case, disregarding moneys lent by the Issuer or its associates) unless the offer does not otherwise constitute an offer or invitation for which disclosure is required to be made to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act. The offer or invitation must not be made to a person who is a "retail client" within the meaning of Section 761G of the Corporations Act and the issue must comply with the laws of the jurisdiction in which the issue takes place and the offer is received.

2.7 Location of Securities

The property in Securities shall for all purposes be regarded as situated at the place where the Register for those Securities is located.

2.8 Austraclear Securities

Austraclear Securities may be created (without the receipt of any money) by Austraclear being recorded in the Register as the initial Holder and the Issuer or its nominee being the person in whose Securities Record (as defined in the Regulations) those Securities are recorded.

2.9 No Liability of Austraclear

The acceptance by Austraclear Services Limited of its obligations under the relevant Registry Services Agreement in respect of Austraclear Securities comprised in any Issue or the approval by Austraclear Services Limited of a Security as a certain type of Security under and for the purposes of the relevant Registry Services Agreement is not a recommendation or endorsement by Austraclear Services Limited or Austraclear of those Securities, but only indicates that it is considered by Austraclear Services Limited to be compatible with the performance by it of those obligations under the relevant Registry Services Agreement.

3. Status of the Securities

3.1 Transferable Deposits

The Transferable Deposits constitute protected accounts of the Issuer for the purposes of section 13A(3) of the Banking Act. That section provides that if the Issuer becomes unable to meet its obligations or suspends payment, the assets of the Issuer in Australia shall be available to meet the Issuer's liabilities in Australia in relation to protected accounts that account-holders keep with the Issuer in priority to all its other liabilities (other than certain debts and liabilities owed by the Issuer to APRA).

3.2 Status of the MTNs

The MTNs are direct, unsecured, unsubordinated and general obligations of the Issuer and rank and will rank *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future (other than indebtedness preferred by mandatory provisions of law, including Section 13A(3) of the Banking Act).

Section 13A(3) of the Banking Act provides that, in the event of an ADI becoming unable to meet its obligations or suspending payment, the assets of the ADI in Australia are to be available to meet certain of its liabilities (including the ADI's liabilities in Australia in relation to protected accounts that account-holders keep with the ADI) in priority to all other liabilities of the ADI. The MTNs do not constitute protected accounts or deposit liabilities of the Issuer. Section 16 of the Banking Act also provides that certain debts due to APRA shall in a winding-up of an ADI, subject to Section 13A(3) of the Banking Act, have priority over all unsecured debts of that ADI. Section 86 of the Reserve Bank Act 1959 of Australia provides that debts due to the Reserve Bank of Australia by an ADI shall, in a winding-up of that ADI, but subject to the aforesaid Section 13A(3), have priority over all other debts.

4. Interest Bearing Securities

4.1 Interest Bearing Securities

The following provisions of this Condition 4 apply to Interest Bearing Securities except to the extent expressly provided for in the relevant Pricing Supplement.

4.2 Calculation of Interest

(a) **Interest on Fixed Rate Securities**

Each Fixed Rate Security bears interest on its outstanding Nominal Amount (or, if it is a Partly Paid Security, the amount paid up) from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

Except as provided in the relevant Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount or Broken Amount specified as such in the relevant Pricing Supplement.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest Sub-Unit of the relevant Specified Currency, half of any such Sub-Unit being rounded upwards or otherwise in accordance with applicable market convention.

(b) **Interest on Floating Rate Securities and Index-Linked Interest Securities**

(i) **Interest Payment Dates**

Each Floating Rate Security and Index-Linked Interest Security bears interest on its outstanding Nominal Amount (or, if it is a Partly Paid Security, the amount paid up) from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

A. the Interest Payment Date(s) in each year as specified in the relevant Pricing Supplement; or

B. if no Interest Payment Date(s) is/are specified in the relevant Pricing Supplement, each date which falls the number of months or other period specified as the Specified Period in the relevant Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

(ii) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Securities and Indexed-Linked Interest Securities will be determined in the manner specified in the relevant Pricing Supplement.

(c) **Screen Rate Determination for Floating Rate Securities**

(i) **Screen Rate Determination**

Where Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

A. the offered quotation; or

B. the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at approximately 10.00 am on the Interest

Determination Date in question plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any), all as determined by the Issuer. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Issuer for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.
In the event that the Relevant Screen Page is not available or if, in the case of A above, no such offered quotation appears or, in the case of B above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph then, other than as set out below, the Rate of Interest shall be the arithmetic mean of the offered quotations that each of the Reference Banks is quoting (or such of them, being at least two, as are so quoting) to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Registrar.

If fewer than two Reference Banks are so quoting the Reference Rate, other than as set out below, the Rate of Interest shall be the arithmetic mean of the rates per annum (determined as a percentage) that the Registrar determines to be the rates (being the nearest equivalent to the Reference Rate) in respect of deposits of A$100,000 that at least two out of five leading banks selected by the Registrar in the Relevant Financial Centre, are quoting at or about the Relevant Time for a period equivalent to the relevant Accrual Period to leading banks carrying on business in the Relevant Financial Centre; except that, if fewer than two of such banks are so quoting to such leading banks, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date.

(ii) **Minimum and / or Maximum Rate of Interest**

If the relevant Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (i) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the relevant Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (i) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iii) **Determination of Rate of Interest and Calculation of Interest Amounts**

The Registrar will in the case of Floating Rate Securities and the Calculation Agent will in the case of Index-Linked Interest Securities at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index-Linked Interest Securities, the Calculation Agent will notify the Registrar of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Registrar will calculate the Interest Amount payable on the Floating Rate Securities or Index-Linked Interest Securities in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest Sub-Unit of the relevant Specified Currency, half of any such Sub-Unit being rounded upwards or otherwise in accordance with applicable market convention.

(iv) **Notification of Rate of Interest and Interest Amounts**

The Registrar or the Calculation Agent (as applicable) will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Registrar and any stock exchange on which the relevant Floating Rate Securities or Index-Linked Interest Securities are for the time being listed and notice thereof to be published in accordance with Condition 15 as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange or other relevant authority on which the relevant Floating Rate Securities or Index-Linked Interest Securities are for the time being listed or by which they have been admitted to listing and to the Holders in accordance with Condition 15.

(v) **Notifications to be Final**

All notifications, communications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2(c) shall (in the absence of default, bad faith or manifest error by it or any of its directors, officers, employees or agents) be binding on the Issuer, the Registrar, the Calculation Agent and all Holders and (in the absence of the above) no liability to the Issuer or the Holders shall attach to the Calculation Agent or the Registrar in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

(d) **Dual Currency Securities**

In the case of Dual Currency Securities, if the rate or amount of interest fails to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the available Pricing Supplement.

(e) **Partly Paid Securities**

In the case of Partly Paid Securities (other than Partly Paid Securities which are Zero Coupon Securities), interest will accrue as aforesaid on the paid-up Nominal Amount of such Securities and otherwise as specified in the relevant Pricing Supplement.

5. Accrual of interest

Each Security (or, in the case of the redemption of part only of such Security, that part of such Security) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Security have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Security has been received by the Registrar, as the case may be, and notice to that effect has been given to the Holders in accordance with Condition 15.

6. Redemption and Repurchase

6.1 At Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Security will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the relevant Pricing Supplement in the relevant Specified Currency on the Maturity Date.

6.2 Redemption for Tax, Non-deductibility and/or Regulatory Reasons

(a) Subject to paragraph 6.2(d) in the case of paragraphs 6.2(a)(i) and 6.2(a)(ii) below, the Issuer may in respect of the Securities of any Series, at its option, redeem the Securities in whole, but not in part, at any time (if this Security is neither a Floating Rate Security, an Index-Linked Security or a Dual Currency Security) or on any Interest Payment Date (if this Security is either a Floating Rate Security, an Index-Linked Security or a Dual Currency Security), on giving not less than 30 nor more than 60 days' notice to the Registrar and the Holders (which notice shall be irrevocable), if on the occasion of the next payment due in respect of the Securities:

(i) the Issuer would be required to make payment of any Additional Amount (as defined in Condition 9.3); or

(ii) the interest payable in respect of the Securities is not or may not be allowed as a deduction for Australian income tax purposes.

(b) Prior to the publication of any notice of redemption pursuant to this Condition 6.2, the Issuer shall deliver to the Registrar a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that:

(i) the Issuer has or will become obliged to pay Additional Amounts referred to in paragraph 6.2(a)(i) above; or

(ii) the Issuer is not or may not be entitled to the deduction referred to in paragraph 6.2(a)(ii) above.

Upon the expiry of any notice as is referred to in this paragraph 6.2(b) the Issuer shall be bound to redeem the Securities to which the notice refers in accordance with the provisions of this paragraph.

(c) Securities redeemed pursuant to:

(i) Condition 6.2(a)(i) will be redeemed at their Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption; or

(ii) Conditions 6.2(a)(ii)will be redeemed at their Early Redemption Amount (Non-deductibility and Regulatory).

(d) The Issuer may redeem the Securities of any Series under paragraphs 6.2(a)(i) and 6.2(a)(ii) above provided that the Issuer will be in a position on the relevant date to discharge all its liabilities in respect of those Securities and any amounts required to be paid in priority to or ranking equally with those Securities.

6.3 Redemption at the Option of the Issuer

If Issuer Call is specified in the relevant Pricing Supplement, the Issuer, having given:

(a) not less than 15 nor more than 30 days' notice to the Holders in accordance with Condition 15; and

(b) not less than 15 days before the giving of the notice referred to in Condition 6.3(a), notice to the Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Securities then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the relevant Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a Nominal Amount not less than the Minimum

Redemption Amount and not more than the Maximum Redemption Amount in each case as may be specified in the relevant Pricing Supplement. In the case of a partial redemption of Securities, the Securities to be redeemed shall be selected as may be fair and reasonable in the circumstances, having regard to prevailing market practices and in such manner as the Issuer deems appropriate, subject to compliance with any applicable laws and stock exchange requirements.

6.4 Redemption at the Option of the Holders

If Investor Put is specified in the relevant Pricing Supplement, upon any Holder giving to the Issuer in accordance with Condition 15 not less than 15 nor more than 30 days' notice or such other period of notice as is specified in the relevant Pricing Supplement the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the relevant Pricing Supplement, in whole (but not in part), such Security on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the relevant Pricing Supplement together (if appropriate) with interest accrued to (but excluding) the Optional Redemption Date in any multiple of their lowest Specified Denomination.

To exercise the right to require redemption of their Security the Holder must deliver, at the specified office of the Registrar any time during normal business hours of the Registrar, falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of the Registrar and in which the Holder must specify a bank account (or, if payment is by cheque, an address to which payment is to be made under this Condition 6.4).

Any notice given by a Holder pursuant to this Condition 6.4 shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing which would entitle the Holder to declare the Security due and payable in which event such Holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6.4 and instead to declare such Security forthwith due and payable pursuant to Condition 10.

6.5 Instalments

If the Securities are repayable in instalments, then subject to early redemption (in which case, the Early Redemption Amount applies), they will be redeemed in the Instalment Amounts and on the Instalment Dates (as each such term is specified in the Pricing Supplement).

6.6 Partly Paid Securities

If the Securities are Partly Paid Securities, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 6 and the relevant Pricing Supplement.

6.7 Purchases

The Issuer or any of its Subsidiaries (as that term is defined in the Corporations Act) may, at any time purchase Securities at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Holders alike. Such Securities may be held, reissued, resold or, at the option of the Issuer, surrendered to the Registrar for cancellation.

6.8 Cancellation

All Securities which are redeemed or surrendered will forthwith be cancelled.

7. The Register

7.1 Place of Keeping Register, Copies and Access

The Register kept in relation to Securities other than Austraclear Securities must be:

(a) kept at the Registrar's principal office or at such place as the Issuer may, from time to time, nominate;

(b) open for inspection by a Holder during normal business hours but only in respect of information relating to that Holder; and

(c) not made available to be copied by any person except that the Registrar must, upon payment of its reasonable copying costs make available to each Holder an extract of the Register containing details of all Securities held by that Holder,

in each case, in compliance with such terms and conditions (if any) as the Issuer may impose.

7.2 Closing of Register

The Register shall be closed by the Registrar for the purpose of determining the entitlements of Holders to payments under or in respect of Securities other than Austraclear Securities during the period commencing at 5.00 pm on the Record Date prior to each date for the payment of principal, each Interest Payment Date, and the Maturity Date.

7.3 Issuer May Appoint Registrar

The Issuer may appoint another person to be the Registrar and to do all of the things which these Terms and Conditions require the Registrar to do or contemplate will be done by it, provided that:

(a) the appointment of that person must be by written agreement between the Issuer and that person;

(b) the Issuer must promptly and diligently exercise its rights and enforce performance by that person of its obligations under that agreement; and

(c) subject to paragraph (b), the Issuer shall have no liability to any Holder or any other person for the performance by that person of its obligations.

8. Transfers of Securities

8.1 Restriction on Transfer of Securities

Unless otherwise specified in the Pricing Supplement, Securities may only be transferred:

(a) in whole;

(b) within, to or from Australia if the aggregate consideration payable by the transferee at the time of the transfer is a minimum of A$500,000 (or the equivalent amount in an alternative currency determined at the date of the transfer and in either case, disregarding moneys lent by the transferor or its associates) or the offer or invitation giving rise to the transfer does not otherwise constitute an offer or invitation for which disclosure is required to be made to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act;

(c) to a person who is not a "retail client" within the meaning of Section 761G of the Corporations Act; and

(d) if the transfer complies with the laws of the jurisdiction in which the transfer takes place or the offer is received.

8.2 Form of Transfer

Every transfer of Securities shall be effected by Transfer and Acceptance, duly completed and executed by the transferor and transferee, duly stamped (if applicable), and lodged with the Registrar. The Registrar will promptly upon request make available to Holders forms of Transfer and Acceptance.

Austraclear Securities may only be transferred on the Register or uplifted from the System as expressly permitted by the relevant Registry Services Agreement.

8.3 CHESS Approved Securities

If an interface is established between the Register and CHESS, subject to Condition 8.4, the Issuer may:

(a) (i) by deed poll supplemental to the Deed Poll amend the Terms and Conditions; and

(ii) amend the relevant Registry Services Agreement by agreement with the parties to it,

in each case in such manner as the Issuer considers necessary or appropriate to facilitate the settlement of transactions in respect of Quoted Securities through CHESS; and

(b) upon such amendments being made, take such action as is necessary for Quoted Securities to be traded and settled as "CHESS Approved Securities" within CHESS.

8.4 Conditions to Amendments for CHESS

The Issuer must not amend the Terms and Conditions in accordance with Condition 8.3 unless it is satisfied that:

(a) those amendments and the settlement of transactions in respect of the Quoted Securities through CHESS are not prejudicial to the interests of Holders; and

(b) any credit rating assigned by a credit rating agency to any Securities will not be downgraded, suspended, withdrawn or placed on "credit watch negative".

The Issuer must, as soon as reasonably practicable, lodge a copy of each amendment to the Terms and Conditions in accordance with Condition 8.3 with the Registrar, the Dealers and ASX.

8.5 Lodgements in System

If the Securities are lodged in the System, despite any other provision of these Terms and Conditions, the Securities are not transferable on the Register, and the Issuer may not, and must procure that the Registrar does not, register any transfer of the Securities and no member of the System has the right to request any registration of any transfer of the Securities, except:

(a) for any repurchase, redemption or cancellation (whether on or before the Maturity Date of the Securities (if applicable)) of the Securities, a transfer of the Securities from Austraclear to the Issuer may be entered in the Register; and

(b) if either:

(i) Austraclear gives notice to the Registrar stating that a member of the System has stated to Austraclear that it needs to be registered in relation to the Securities in order to pursue any rights against the Issuer following an alleged default by the Issuer and that need appears to the Registrar (in its absolute discretion) to be reasonable; or

(ii) Austraclear purports to exercise any power it may have under the Regulations from time to time or these Terms and Conditions, to require Securities to be transferred on the Register to a member of the System,

the Securities may be transferred on the Register from Austraclear to the member of the System.

In any of these cases, the Securities will cease to be held in the System.

8.6 Special transferees

The Registrar must register the transfer of a Security to a person entitled upon death, bankruptcy, liquidation or winding-up of a Holder or a vesting order, subject to receipt of satisfactory evidence as to such entitlement or status, and in accordance with applicable laws. A transfer to an unincorporated association is not permitted.

8.7 Partial transfers

If a transferor executes a Transfer and Acceptance for fewer than all Securities registered in the name of that transferor, and the Securities to be transferred are not identified, the Registrar may register the transfer in respect of such of the Securities as are registered in the name of the transferor as the Registrar thinks fit, provided that the aggregate Principal Outstanding amount of the Securities transferred equals the aggregate Principal Outstanding amount of the Securities specified in the Transfer and Acceptance.

8.8 No Fee for Registration of a Security Transfer

No fee shall be charged for the registration of any Transfer and Acceptance.

8.9 Taking Effect of Transfers

(a) A Transfer and Acceptance shall not take effect until registered, and until the transferee is inscribed in the Register as the Holder of the relevant Securities, the transferor shall remain the Holder of those Securities.

(b) If a Transfer and Acceptance is received by the Registrar during any period when the Register is closed, the Registrar need not register the Transfer and Acceptance until after the Register is re-opened.

8.10 Inconsistencies

In the event of any inconsistency between the terms of any Registry Services Agreement and the terms of this Condition 8, the terms of the Registry Services Agreement will prevail.

9. Payments and Prescription

9.1 Payment to Designated Account

All payments in respect of TDs must be made to the Holder in Dollars, and all payments of any other Security must be made to the Holder in Dollars or in any other currency specified in the relevant Pricing Supplement, on the due date for payment:

(a) according to the details entered on the Register as at 5.00 pm on the Record Date;

(b) in the case of Austraclear Securities, by settlement in favour of the Holder in accordance with the Regulations; and

(c) in the case of all other Securities, by payment to such bank account in Australia as the Holder may designate to the Issuer in writing.

Payments in respect of a Security registered in joint names will be made to the relevant Holders jointly unless the Holders specify otherwise. Payments will be subject in all cases to (i) fiscal or other laws and regulations applicable thereto in any jurisdiction, but without prejudice to the provisions of Condition 9.3, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof or any law implementing an intergovernmental approach thereto ("**FATCA**"). For the avoidance of doubt, any amounts to be paid in respect of the Securities will be paid net of any deduction or withholding imposed or required pursuant to FATCA and, notwithstanding any other provision of these Terms and Conditions, no Additional Amounts (as defined in Condition 9.3) will be required to be paid on account of any such deduction or withholding.

9.2 Failure to Designate Account

If payments in respect of a Security which is not an Austraclear Security are prevented or delayed because a Holder fails to notify the Issuer of an account to which such payments are to be made, that Holder will not be entitled to any interest or other additional payments in respect of such delay. The Holder will, however, continue to be entitled to such prevented or delayed payment upon notification of an account for payment.

9.3 Taxation

If this Condition 9.3 is specified in any Pricing Supplement as being applicable, all payments by the Issuer (whether in respect of principal redemption amount, interest or otherwise) in respect of the relevant Securities will be made without set-off or counterclaim and free and clear of, and without deduction of or withholding on account of any taxes, levies, duties, charges, deductions or withholding of any nature (together, "**Taxes**") now or hereafter imposed, levied, collected, withheld or assessed of or in the Commonwealth of Australia or any political subdivision therein or thereof, unless such withholding or deduction is required by law. In that event the Issuer will pay such additional amounts ("**Additional Amounts**") as may be necessary in order that the net amount received by the Holders after such withholding or deduction equals the respective amounts which would otherwise have been receivable in respect of the relevant Securities in the absence of such withholding or deduction, except that no Additional Amounts are payable in relation to any payments in respect of any Security:

(a) to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Security by reason of his having some connection with the Commonwealth of Australia or any political subdivision therein or thereof other than the mere holding of such Security or receipt of payment (whether in respect of principal, redemption amount, interest or otherwise) in respect thereof;

(b) to, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar cause for exemption to any tax authority in the place where payment under the Security is made;

(c) presented for payment more than 30 days after the Relevant Date except to the extent that a Holder would have been entitled to Additional Amounts on claiming the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Business Day;

(d) to, or to a third party on behalf of, a Holder who is liable to the Taxes in respect of the Security by reason of the Holder being an associate of the Issuer within the meaning of sections 128F(5), 128F(6) or 128F(9) of the Income Tax Assessment Act 1936 of Australia (**"Australian Tax Act"**);

(e) to, or to a third party on behalf of an Australian resident Holder, if such deduction or withholding is required because that person has not supplied an

Australian Business Number, tax file number or appropriate exemption details;

(f) for or on account of any interest withholding tax imposed in the Commonwealth of Australia as a result of a determination by the Commissioner of Taxation of the Commonwealth of Australia that such tax is payable under the Australian Tax Act in circumstances where the Holder, or a third person on behalf of the Holder, is party to or participated in a scheme to avoid such tax which the Issuer was neither a party to nor participated in;

(g) where a notice or direction is issued by the Commissioner of Taxation under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 (Cth); or

(h) in such other circumstances as may be specified in the Pricing Supplement.

For the avoidance of doubt, no Additional Amounts are payable in relation to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.

9.4 No set-off or counterclaim

All payments by the Issuer under or in respect of any Security, whether of principal, interest or other amounts must, except to the extent expressly provided for in the relevant Pricing Supplement, be made free of any set-off or counterclaim.

9.5 Business Day Convention

If the day on or by which any sum is payable under or in respect of any Security, or any act matter or thing is to be done in respect of any Security, is a day other than a Business Day, such sum shall be paid and such act, matter or thing shall be done on the date determined according to the applicable Business Day Convention.

9.6 Prescription

Claims against the Issuer for payment in respect of the Securities shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

9.7 Order of application

Any payment made by the Issuer in respect of a Security is deemed to be made, and will be applied, in the following order:

(a) first, in payment of interest due but unpaid;

(b) second, in payment of other amounts due in respect of the relevant Security, that are not principal or interest; and

(c) third, in repayment of any Principal Outstanding.

10. Events of Default

10.1 MTNs

If any one or more of the following events occurs and is continuing:

(a) the Issuer fails to pay any principal or interest in respect of the MTNs within ten days of the relevant due date;

(b) the Issuer defaults in performance or observance of or compliance with any of its other obligations set out in the MTNs where the failure is incapable of remedy or which, being a default capable of remedy the failure continues for a period of 21 days following the service by a Holder on the Issuer of a notice requiring such default to be remedied;

(c) it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the MTNs;

(d) the Issuer:

(i) becomes insolvent, is unable to pay its debts as they fall due or fails to comply with a statutory demand (which is still in effect) under Section 459F of the Corporations Act; or

(ii) stops or suspends or threatens to stop or suspend payment of all or a material part of its debts, or appoints an administrator under Section 436A of the Corporations Act; or

(iii) begins negotiations or takes any proceeding or other step with a view to re-adjustment, rescheduling or deferral of all its indebtedness (or any part of its indebtedness which it will or might otherwise be unable to pay when due) or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors, or a moratorium is agreed or declared in respect of or affecting the indebtedness of the Issuer, except in any case for the purposes of a solvent reconstruction or amalgamation the terms of which have previously been approved by an Extraordinary Resolution of the Holders;

(e) an order is made or an effective resolution is passed for the winding-up of the Issuer, except in any case for the purposes of a solvent reconstruction or amalgamation the terms of which have previously been approved by an Extraordinary Resolution of the Holders, or an administrator is appointed to the Issuer by a provisional liquidator of the Issuer under Section 436B of the Corporations Act;

(f) a distress, attachment, execution or other legal process is levied, enforced or sued out against or on the Issuer or against the assets of the Issuer in respect

of any amount otherwise equalling or exceeding the value of the whole or a substantial part of the assets of the Issuer and is not stayed, satisfied or discharged within 30 days or otherwise contested in bona fide proceedings;

(g) an encumbrancer takes possession of, or a receiver is appointed over, the whole or a substantial part of the undertaking, property, assets or revenues of the Issuer (other than in respect of monies borrowed or raised on a non-recourse basis) and that event is continuing for 30 days; or

(h) any event occurs which, under the laws of any relevant jurisdiction has an analogous or equivalent effect to any of the events mentioned in this Condition 10.1,

then any Holder of a MTN may, by written notice to the Issuer, effective upon the date of receipt thereof by the Issuer, declare any MTN held by the Holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 6.4), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

Notwithstanding any other provision of this Condition 10.1, none of the events outlined in Conditions 10.1(a) to (d) (inclusive) or Conditions 10.1(f) to (h) (inclusive) in respect of the MTNs shall occur solely on account of any one or more of the following occurring:

(i) any failure by the Issuer to perform or observe any of its obligations in relation to;

(ii) the stopping or suspension, or threat of stopping or suspension, of payment in respect of, or the commencement of negotiations or taking of any proceeding or step for the re-adjustment, rescheduling or deferral of indebtedness in respect of;

(iii) the proposal or making of a general assignment or any arrangement or composition with or for the benefit of creditors solely in respect of;

(iv) the agreement or declaration of any moratorium in respect of;

(v) the taking of any proceeding in respect of; or

(vi) any event occurs which under the laws of any relevant jurisdiction has an analogous or equivalent effect to any of the events mentioned in sub-paragraphs (i) to (v) above, in respect of,

any one or more shares, notes or other securities or instruments constituting Tier 1 Capital or Tier 2 Capital (as each such term is defined by APRA from time to time) of the Issuer.

11. Meeting of Holders, Modifications and Waiver

11.1 Meetings of Holders

Meetings of Holders may be convened in accordance with the Meeting Provisions contained in Schedule 2 of the Deed Poll. Any such meeting may consider any matters affecting the interests of Holders, including, without limitation, the variation of the terms of the Securities by the Issuer and the granting of approvals, consents and waivers, and the declaration of an Event of Default.

11.2 Modification of the Deed Poll

The Deed Poll may be amended by the Issuer, without the consent of any Holder:

(a) in the case that such amendment is not prejudicial to the interests of the Holders; and

(b) where such amendment is of a formal, minor or technical nature or is made to correct a manifest error or to comply with a mandatory provision of law.

All other amendments to the Deed Poll must be passed at a duly convened meeting of Holders by an Extraordinary Resolution. The Issuer will notify the Registrar of any amendments made pursuant to this Condition and will use its reasonable endeavours to procure that the Registrar notifies the Holders of the amendment by post to the address of the Holders recorded in the Register.

12. Further Issues of Securities

The Issuer may from time to time without the consent of the Holders create and issue further Securities either having the same terms and conditions as the Securities in all respects (or in all respects except for the Issue Date or first payment of interest on them) and so that such further issue of Securities shall be consolidated and form a single Series with the outstanding Securities of any Series upon such terms as the Issuer may determine at the time of their issue. References in these Terms and Conditions to the Securities include (unless the context requires otherwise) any other Securities issued pursuant to this Condition and forming a single Series with the Securities.

13. Credit Rating

The Issuer must at all times, when any Security is outstanding which has not been redeemed in full, ensure that its debt obligations under the Securities are rated by at least one of Standard & Poor's (Australia) Pty. Ltd., a Division of The McGraw-Hill Companies, Inc., Moody's Investors Service Pty Limited or Fitch Australia Pty Ltd.

14. Calculation Agent

The Issuer will procure that, for so long as any Securities remain outstanding, there will at all times be a Calculation Agent in relation to those Securities. The Issuer may terminate the appointment of a Calculation Agent in accordance with the terms of the original appointment of that Calculation Agent. If any person is unable or unwilling to continue to act as a Calculation Agent, or if the appointment of the Calculation Agent is terminated, the Issuer will appoint a successor Calculation Agent to act as such in its place, provided that neither the resignation nor termination of the Calculation Agent

will take effect until a successor has been appointed. Notice of the appointment of a successor must be given by the Issuer to the relevant Holders and the Arranger. If a person for any reason fails to perform its function as Calculation Agent by the due time and date in relation thereto, the Issuer may do so or cause another person to do so.

15. Notices

Notices, requests and other communications in relation to any Securities required or contemplated by the Deed Poll or the Terms and Conditions relating to a Security may be given as follows:

(a) (**Issuer**): if to the Issuer, by being posted by prepaid or registered mail or delivered to the Issuer at:

Suncorp-Metway Limited ABN 66 010 831 722
Level 28 Brisbane Square
266 George Street
Brisbane QLD 4000
Attention: Company Secretary

or to such other address as may be specified in the relevant Pricing Supplement or notified to Holders from time to time;

(b) (**Holders**): if to a Holder, by being posted by prepaid mail or delivered to the address of that Holder as appearing in the Register (or in the case of joint Holders to the first named); and

(c) (**Registrar**): if to the Registrar, to the address or fax number agreed pursuant to the Registry Services Agreement.

A notice to the Issuer or the Registrar is effective when actually received by the Registrar. The Registrar may amend its address for the above purposes in accordance with the Registry Services Agreement.

16. Governing law and jurisdiction

16.1 Governing law

The Deed Poll, each Security, the Terms and Conditions relating to each Security, and each Pricing Supplement are governed by and must be construed in accordance with the laws applying in Queensland.

16.2 Jurisdiction

The Issuer, for the exclusive benefit of the Holders, irrevocably:

(a) submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of Queensland with respect to any legal action or proceedings which may be brought at any time relating in any way to the Deed Poll, the Terms and Conditions relating to each Security, and any Pricing Supplement; and

(b) waives any objection it may now or in the future have to the venue of any such action or proceedings and any claim it may now or in the future have that any such action or proceeding has been brought in an inconvenient forum.

17. Inconsistencies

Subject to Condition 8.10, in the event of any inconsistency between the terms of the Deed Poll, the Terms and Conditions relating to each Security and each Pricing Supplement and the terms of the relevant Registry Services Agreement, the terms of the Deed Poll, the Terms and Conditions relating to each Security and each Pricing Supplement prevail.

5. Use of Proceeds

The Issuer will use the net proceeds from the issue of Securities for its general funding purposes.

6. Subscription and Sale

The Issuer may offer the Securities from time to time to the Dealers (subject to the terms and on the conditions contained in each relevant Subscription Agreement entered into between the Issuer and the relevant Dealers). The Issuer may also sell the Securities directly on its own behalf to other intermediaries and purchasers procured by it, at its discretion.

Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Programme or the Securities has been or will be lodged with the Australian Securities and Investments Commission ("**ASIC**"). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the relevant Pricing Supplement provides otherwise, it:

(a) has not (directly or indirectly) offered, and will not offer for sale and has not invited, and will not invite, applications for issue, or offers to purchase, the Securities in or to Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published, and will not distribute or publish, the Information Memorandum or any other offering material or advertisement relating to the Securities in Australia,

unless:

(i) the minimum aggregate consideration payable by each offeree or invitee is at least A$500,000 (or its equivalent in an alternative currency) (disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act;

(ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;

(iii) such action complies with all applicable laws and regulations or directives in Australia; and

(iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

In addition, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that in connection with the primary distribution of the Securities it will not sell the Securities to any person if, at the time of such sale, the employees of the Dealer aware of, or involved in, the sale knew or had reasonable grounds to suspect that, as a result of such sale, any Securities or an interest in any Securities were being, or would later be acquired (directly or indirectly) by an associate (as defined in section 128F of the Australian Tax Act) of the Issuer that is:

(a) a non-resident of Australia that did not acquire the Securities in carrying on a business in Australia at or through a permanent establishment in Australia and did

not acquire the Securities in the capacity of a dealer, manager or underwriter in relation to the placement of the Securities; or a clearing house, custodian, funds manager or a responsible entity of a registered scheme; or

(b) a resident of Australia that acquired the Securities in carrying on a business in a country outside Australia at or through a permanent establishment in that country and did not acquire the Securities in the capacity of a dealer, manager or underwriter in relation to the placement of the Securities; or a clearing house, custodian, funds manager or a responsible entity of a registered scheme.

No offers for subscription or purchase, or issues of invitations to subscribe for or buy, or sell or deliver any Securities may be made in any jurisdiction outside Australia except in accordance with all laws applicable in that jurisdiction.

This Information Memorandum, any prospectus, circular, advertisement or any other offering or other material issued by or on behalf of the Issuer, relating to any Security, may not be distributed in any jurisdiction outside Australia except in accordance with all laws applicable in that jurisdiction.

New Zealand

The Securities are not offered for sale or subscription to, and may not be acquired by, the public in terms of the Securities Act 1978 or investors that are not wholesale investors in New Zealand in terms of the Financial Markets Conduct Act 2013. This document is not a registered prospectus or investment statement for the purposes of the Securities Act 1978, or a product disclosure statement under the Financial Markets Conduct Act 2013. No person may directly or indirectly subscribe for, offer, sell, transfer or deliver any Securities or publish, deliver or distribute this or any other information memorandum, information, advertisement or other offering material relating to the Securities in breach of the Securities Act 1978 or the Financial Markets Conduct Act 2013 or any other applicable law, regulation or directive of New Zealand. In particular, no person may directly or indirectly sell, transfer, deliver or offer for sale Securities to the public in terms of the Securities Act 1978 or to an investor that is not a wholesale investor in New Zealand in terms of the Financial Markets Conduct Act 2013.

Each Dealer has represented, and each further Dealer appointed under the Programme will be required to represent, that no Dealer may offer, sell or deliver Securities or distribute any advertisements or offering material relating to the Securities, in breach of the Securities Act 1978 or the Financial Markets Conduct Act 2013 or any other applicable law, regulation or directive of New Zealand.

United States of America

The Securities have not been and will not be registered under the Securities Act of 1933 of the United States of America (the **"Securities Act"**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Notes in bearer form are subject to US tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by US tax regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder. The applicable Pricing Supplement will specify whether TEFRA C rules or TEFRA D rules apply or

whether TEFRA is not applicable.

In connection with any Securities which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S (**"Regulation S Securities"**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Securities:

(a) as part of their distribution at any time; and

(b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Securities on a syndicated basis, the relevant Dealer, of all Securities of the Series of which such Regulation S Securities are a part, within the United States or to, or for the account or benefit of, US persons and it will have sent to each Dealer to which it sells any Regulation S Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Securities within the United States or to, or for the account or benefit of, US persons.

Until 40 days after the commencement of the offering of any Series of Securities, an offer or sale of Securities within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Directive 2003/71/EC (the **"Prospectus Directive"**) (each, a **"Relevant Member State"**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **"Relevant Implementation Date"**) it has not made and will not make an offer of Securities to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Securities which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement, as the case may be, in relation thereto to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Securities to the public" in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospective Directive" means Directive 2003/71/EC (as amended by 2010 PD Amending Directive) and also includes any relevant implementing measure in the Relevant Member State.

Singapore

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore and the Securities offered will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"). Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase of any Securities may not be circulated or distributed, nor may any Securities be, offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

(a) to an institutional investor under Section 274 of the SFA;

(b) to a relevant person pursuant to Section 275(1), or to any person pursuant to Section 275(1A) and in accordance with the conditions specified in Section 275, of the SFA; or

(c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(1) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(2) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

the securities (as defined under Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (however described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person defined under Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or

Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Korea, Republic of

The Securities have not been and will not be registered under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). Each Dealer has represented and agreed, and each further Dealer appointed under the programme will be required to represent and agree, that it has not offered, sold or delivered, directly or indirectly, in Korea or to any Korean resident (as such term is defined in the Foreign Exchange Transaction Law) for a period of one (1) year from the date of issuance of the Securities, except (i) to or for the account or benefit of a Korean resident which falls within certain categories of "professional investors" as specified in the FSCMA, its Enforcement Decree and the Regulation on Securities Issuance and Disclosure, in the case that the Securities are issued as bonds other than convertible bonds, bonds with warrants or exchangeable bonds, and where other relevant requirements are further satisfied, or (ii) as otherwise permitted under applicable Korean laws and regulations.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Securities having a maturity of less than one year:

(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

(ii) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the **"FSMA"**) by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than:

(i) to persons whose ordinary business it is to buy or sell shares or debentures (whether as principal or agent);

(ii) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or

(iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (as amended) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

(b) it has not issued or had in its possession for the purpose of issue and will not issue or have in its possession for the purpose of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended; the "**FIEA**") and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No.228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except in compliance with the FIEA and any other applicable laws and regulations of Japan.

GENERAL

The above selling restrictions may be modified by agreement between the Issuer and the Dealers following a change in relevant law, regulation or directive, as set out in the relevant Pricing Supplement.

No action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of the Information Memorandum, any advertisement or other offering material or Pricing Supplement in any country or jurisdiction for action where that purpose is required.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief), comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Securities or possesses or distributes this Information Memorandum, any advertisement or other offering material or any Pricing Supplement and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

Neither the Issuer nor any of the Dealers represents that any Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Series, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.

7. Australian taxation

The following is a summary of the Australian taxation treatment at the date of this Information Memorandum of payments of interest (as defined in the Income Tax Assessment Act 1936 of Australia (**"Australian Tax Act"**)) on the Securities and certain other matters. It is not exhaustive and, in particular, does not deal with the position of certain classes of Holders (such as dealers in securities). Prospective Holders should be aware that the particular terms of issue of any Series of Securities may affect the tax treatment of that and other Series of Securities. The following is a general summary of some of the key issues and should be treated with appropriate caution.

Holders who are in any doubt as to their tax positions should consult their professional advisers.

Interest payable under the Securities

The requirements for obtaining an exemption from Australian interest withholding tax are set out in Section 128F of the Australian Tax Act. So far as it applies to the Programme, the Australian Tax Act contains the following key features:

(a) in order to qualify for the exemption from Australian interest withholding tax, the Issuer must be either:

  (i) a resident of Australia when it issues the Securities and when interest (as defined in Section 128A(1AB) of the Australian Tax Act) is paid; or

  (ii) a non-resident of Australia that is carrying on business at or through a permanent establishment in Australia when it issues the Securities and when interest (as defined in Section 128A(1AB) of the Australian Tax Act) is paid;

(b) the Issuer is required to self assess the availability of the exemption from interest withholding tax;

(c) there are five public offer tests (of which one must be satisfied), the purpose of which is to ensure that lenders in overseas capital markets are aware that the Issuer is offering Securities for issue. In summary, the five public offer tests are:

  (i) offers to 10 or more unrelated financiers or securities dealers;

  (ii) offers to 100 or more investors;

  (iii) offers of listed Securities;

  (iv) offers via publicly available information sources; and

  (v) offers to the Dealers who on-sell the Securities within 30 days by one of the preceding methods;

(d) no public offer test will be satisfied if, at the time of the issue, the Issuer knew or had reasonable grounds to suspect that the Securities would be, or would later be, acquired either directly or indirectly by an associate of the Issuer and:

  (i) either:

A. the associate is a non-resident and the Securities were not, or would not be, acquired by the associate in carrying on a business in Australia at or through a permanent establishment of the associate in Australia; or

B. the associate is a resident of Australia and the Securities were, or would be, acquired by the associate in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country; and

(ii) the Securities were not, or would not be, acquired by an associate in the capacity of a dealer, manager or underwriter in relation to the placement of the Securities or a clearing house, custodian, funds manager or responsible entity of a registered scheme; and

(e) the Section 128F exemption will also not be available if the Issuer knew, or had reasonable grounds to suspect, at the time of payment of interest, that the interest would be paid to an associate and:

(i) either:

A. the associate is a non-resident and the payment is not received by the associate in respect of Securities that the associate acquired in carrying on a business in Australia at or through a permanent establishment of the associate in Australia; or

B. the associate is a resident of Australia and the payment is received by the associate in respect of Securities that the associate acquired in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country; and

(ii) the associate does not receive the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

The Issuer intends (where appropriate) to issue the Securities in a manner which will satisfy one of the five public offer tests and which otherwise meets the requirements of Section 128F of the Australian Tax Act.

Section 126 of the Australian Tax Act imposes a form of withholding tax at the rate of 45 per cent. on the payment of or crediting of interest on certain bearer debt securities (other than certain promissory notes) if the Issuer fails to disclose the names and addresses of the holders to the Australian Taxation Office. In respect of the 2015, 2016 and 2017 financial years, an additional temporary budget repair levy of 2 per cent applies, increasing the amount of withholding tax imposed to 47 per cent.

Section 126 does not apply to the extent that the debenture is held by a non-resident who is not engaged in carrying on a business in Australia at or through a permanent establishment in Australia where the issue of the Securities satisfied the requirements of Section 128F of the Australian Tax Act or interest withholding tax is payable. In relation to Securities held by other persons, the Australian Taxation Office has confirmed that for the purposes of Section 126, the holder of the Securities means the person in possession of the Securities. Therefore, where interests in Securities are held through the Austraclear, Euroclear or Clearstream systems, the operators of the systems are the holders of the Securities for the purposes of Section 126.

As set out in more detail under the heading ''Taxation'' in Condition 9.3 of the Securities, if the Issuer should at any time be compelled by law to deduct or withhold an amount in respect of any withholding taxes, the Issuer shall, if specified in the relevant Pricing Supplement and subject to certain exceptions set out in that Condition, pay such additional amounts as may be necessary in order to ensure that the net amounts received by the Holders of the relevant Securities after such deduction or withholding shall equal the respective amounts which would have been receivable had no such deduction or withholding been required.

The Issuer has been advised that under Australian laws as presently in effect:

(i) assuming the requirements of Section 128F of the Australian Tax Act are satisfied with respect to the Securities of each Series, payment of interest (or amounts in the nature of interest) to a Holder who is a non-resident of Australia and who, during the taxable year, has not held any Securities in the course of carrying on trade or business through a permanent establishment within Australia will not be subject to Australian income taxes;

(ii) a Holder who is a non-resident of Australia will not be subject to Australian income tax on gains realised during that year on sale or redemption of Securities, provided:

- such gains do not have an Australian source; or
- where the Holder is a resident for tax purposes of a country with which Australia has concluded a double tax agreement, the Holder does not hold the Securities in the course of carrying on business at or through a permanent establishment of the Holder in Australia.

A gain arising on the sale of a Security by a non-Australian resident holder to another non-Australian resident where that Security is sold outside Australia and all negotiations and documentation are conducted and executed outside Australia would not be regarded as having an Australian source;

(iii) no Securities will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;

(iv) no ad valorem stamp duty, issue, registration or similar taxes are payable in Australia on the issue of any Securities or the transfer of any Securities (except where the transfer is not for full value and the Securities are physically in, or registered in, South Australia);

(v) Section 12-140 of Schedule 1 to the Taxation Administration Act 1953 of Australia (**"TAA"**) imposes a type of withholding tax at the rate of (currently) 49 per cent. on the payment of interest on Securities in registered form unless the relevant Holder has quoted a tax file number (**"TFN"**), in certain circumstances an Australian Business Number (**"ABN"**) or proof of some other exception (as appropriate). Assuming that the requirements of Section 128F of the Australian Tax Act are satisfied with respect to Securities in registered form, these rules should not apply to payments to a Holder who is not a resident of Australia for tax purposes and not holding such Securities in the course of carrying on business at or through a permanent establishment in Australia. Withholdings may be made from payments to holders of Securities in registered form who are residents of Australia or non-residents who carry on business at or through a permanent establishment in Australia but who do not quote a TFN, ABN or an appropriate exemption. For the avoidance of doubt, these provisions will not apply to Securities in bearer form;

(vi) Section 12-190 of Schedule 1 to the TAA imposes another type of withholding obligation such that if the Issuer makes payment to a Holder for a supply the Holder has made to the Issuer in the course or furtherance of an enterprise carried on in Australia by the Holder, the Issuer must withhold amounts from that payment at the prescribed rate (currently 49 per cent.) unless the Holder has quoted its ABN or another exception applies.

However, these rules will not apply where a TFN, ABN or proof that a relevant exemption is applicable has been provided in accordance with sub-paragraph (v) above, or a deduction is made by the Issuer for a failure to provide such information. On the basis that all Holders will fall within Section 12-140 (discussed above), the withholding requirements in Section 12-190 of Schedule 1 to the TAA should have no residual operation;

(vii) for Holders that are resident in the United States or the United Kingdom and certain other jurisdictions, the double tax conventions with Australia contain provisions which prevent interest withholding tax applying to interest derived by:

A. certain government bodies, authorities and agencies; and

B. certain financial institutions.

These provisions have not been considered in detail because it is envisaged that the issue of the Securities will satisfy the exemption from interest withholding tax in Section 128F; and

(viii) neither the issue of the Securities nor the payment of principal and interest by the Issuer will give rise to a liability for goods and services tax in Australia.

Taxation of Financial Arrangements

Division 230 of the Income Tax Assessment Act 1997 of Australia contains a comprehensive set of principles and rules for the taxation of financial arrangements (**"TOFA Regime"**). The Securities will be within the definition of financial arrangement.

Certain taxpayers are (except where significant deferral of tax is involved) excluded from the TOFA Regime, unless they elect otherwise. The excluded taxpayers include individuals and entities whose annual turnover and/or value of assets is below certain monetary thresholds.

Broadly, the TOFA Regime:

- sets out the methods under which gains and losses from financial arrangements will be brought to account for tax purposes;
- establishes criteria that determine how different financial arrangements are characterised, and treated under, the different methods; and
- treats gains and losses on revenue account, except where specific rules apply.

If interest withholding tax or the exemption in Section 128F of the Australian Tax Act applies to a payment of interest, the TOFA Regime will not apply to assess that interest. However, other gains and losses made in respect of financial arrangements may be dealt with under the TOFA Regime.

Broadly, the TOFA Regime will generally not apply to a Holder who is a non-resident of Australia who has not:

- derived Australian sourced gains or losses; or
- where the Holder is a resident for tax purposes of a country with which Australia has concluded a double tax agreement, the Holder does not hold the Securities in the course of carrying on business at or through a permanent establishment of the Holder in Australia.

8. Pro-Forma Pricing Supplement

SUNCORP-METWAY LIMITED ABN 66 010 831 722

Issue of [Issue Amount of Tranche] [Type of Securities] under the Programme for the subscription for and issuance of Medium Term Notes, and/or making and acceptance of Transferable Deposits and other debt instruments

[Date]

This document constitutes the Pricing Supplement relating to the issue of Securities described herein. Terms used in the Conditions set forth in the Information Memorandum dated 18 September 2015 (the **"Information Memorandum"**) bear the same meaning where used in this Pricing Supplement. This Pricing Supplement is supplemental to and must be read in conjunction with such Information Memorandum.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs]

1.	Issuer:		Suncorp-Metway Limited ABN 66 010 831 722
2.	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ] *(If fungible with an existing Series, details of that Series, including the date on which the Securities become fungible)*
3.	Specified Currency or Currencies:		[ ]
4.	Issue Amount:		[ ]
5.	Issue Price:		[ ] per cent. of the Issue Amount
6.	Specified Denomination:		[ ] *(This means the minimum integral amount in which transfers can be made)*
7.	(i)	Issue Date [and Interest Commencement Date]:	[ ]
	(ii)	Interest Commencement Date (if different from the Issue Date):*	[ ]
8.	Maturity Date:		[*Fixed rate – specify date*] [*Floating rate* – Interest Payment Date falling in or

* An Interest Commencement Date will not be relevant for certain Securities such as Zero Coupon Securities.

		nearest to *[specify month]*]
9.	Interest Basis:	[[ ] per cent. Fixed Rate] [[*specify reference rate*] +/- [ ] per cent. Floating Rate] [Zero Coupon] [Index-Linked Interest] [Dual Currency Interest] [*specify other*] (further particulars specified below)
10.	Redemption/Payment Basis:	[Redemption at par] [Index-Linked Redemption] [Dual Currency Redemption] [Partly Paid] [Instalment] [*specify other*]
11.	Change of Interest Basis or Redemption/Payment Basis:	*[Specify details of any provision for change of Securities into another interest basis or redemption/payment basis]*
12.	Put/Call Options:	[Investor Put] [Issuer Call] [(further particulars specified below)]
13.	Listing:	[*specify/* none]
14.	Method of distribution:	[Syndicated/Non-Syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Security Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Rate(s) of Interest:	[ ] per cent. per annum [[payable annually/semi-annually/quarterly] in arrear]
	(ii) Interest Payment Date(s):	[[ ] in each year up to and including the Maturity Date] / [*specify other*]
	(iii) Fixed Coupon Amount(s):	[ ] per [ ] in Nominal Amount

(iv)	Broken Amount(s):	*[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount]*
(v)	Business Day Convention:	[ ]
(vi)	Day Count Fraction:	[30/360 or Actual/Actual (ICMA) *or specify other*]
(vii)	Interest Determination Date(s):	[[ ] in each year / Not Applicable] *[Note Interest Determination Dates will only be relevant where Day Count Fraction is Actual/Actual (ICMA).]*
(viii)	Other terms relating to the method of calculating interest for Fixed Rate Securities:	[None/*Give details*]
16.	Floating Rate Security Provisions	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Specified Period(s)/ Interest Payment Dates:	[Specify *either* a period or periods *or* a specific date or dates]
(ii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*[specify other]*]
(iii)	Additional Business Centre(s):	[ ]
(iv)	Manner in which the Rate(s) of Interest to be determined:	[Screen Rate Determination/*specify other*]
(v)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):	[ ]
(vi)	Screen Rate Determination:	
	- Reference Rate:	[ ]
	- Interest Determination Date(s):	[ ]
	- Relevant Screen Page:	[ ]
(vii)	Margin(s):	[+/-] [ ] per cent. per annum
(viii)	Minimum Rate of Interest:	[ ] per cent. per annum
(ix)	Maximum Rate of Interest:	[ ] per cent. per annum
(x)	Day Count Fraction:	[Actual/365Actual/365 (Fixed)

		Other/Specify]
	(xi) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions:	[ ]
17.	Zero Coupon Security Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Any other formula/basis of determining amount payable:	[ ] per cent. per annum
	(ii) Accrual Yield:	
	(iii) Reference Price:	[ ]
	(iv) Day Count Fraction in relation to Early Redemption Amounts and late payment:	[*Consider applicable day count fraction if not U.S. dollar denominated*] [ ]
18.	Index-Linked Interest Security Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Index Formula:	[*give or annex details*]
	(ii) Calculation Agent responsible for calculating the principal and/or interest due:	[ ]
	(iii) Provisions for determining interest where calculation by reference to Index and/or Formula is impossible or impracticable:	[ ]
	(iv) Specified Interest: Period(s)/Specified Interest Payment Dates:	[ ]

		[ ]
	(v) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*Specify Other*]
	(vi) Additional Business Centre(s):	[ ]
	(vii) Minimum Rate of Interest:	[ ] per cent. per annum
	(viii) Maximum Rate of Interest:	[ ] per cent. per annum
	(ix) Day Count Fraction:	[ ] per cent. per annum
19.	Dual Currency Security Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Rate of Exchange/method of calculating Rate of Exchange:	[*give details*]
	(ii) Calculation Agent, if any, responsible for calculating the principal and/or interest payable:	[ ]
	(iii) Provisions applicable where calculation by reference to rate of exchange impossible or impracticable:	[ ]
	(iv) Person at whose option Specified Currency(ies) is/are payable:	[ ]
		[ ]

PROVISIONS RELATING TO REDEMPTION

20.	Issuer Call:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Optional Redemption Date(s):	[ ]

	(ii)	Optional Redemption Amounts of each Security and method, if any, of calculation of such amount(s):	[ ]
	(iii)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[ ]
		(b) Maximum Redemption Amount:	[ ]
	(iv)	Notice period (if other than as set out in the Conditions):	[ ]
21.		Investor Put:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Optional Redemption Date(s):	[ ]
	(ii)	Optional Redemption Amount of each Security and method, if any, of calculation of such amount(s):	[ ]
	(iii)	Notice period (if other than as set out in the Conditions):	[ ]
22.		Final Redemption Amount of each Security:	[Nominal Amount/*specify other*/see Appendix]
23.		Early Redemption Amount of each Security payable on redemption for taxation or regulatory reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[ ]

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

24.	(i)	Form of Securities:	Registered
	(ii)	Type of Securities:	[*Describe*]

25.	Additional Financial Centre(s) or other special provisions relating to Payment Dates:	[Not Applicable/*give details*] *[Note that this paragraph relates to the place of payment and not Interest Payment Dates to which paragraphs 17(iii) and 19(iv) relate.]*
26.	(i) Public Offer Test compliant:	[Yes/No/Not Applicable]
	(ii) Condition 9.3 (Taxation):	[Applicable/Not Applicable]
27.	Details relating to Partly Paid Securities: amounts of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Securities and interest due on late payment:	[Not Applicable/*give details*]
28.	Details relating to Instalment Securities:	
	(i) Instalment Amount(s):	[Not applicable/*give details*]
	(ii) Instalment Date(s):	[Not applicable/*give details*]
29.	Other terms or special conditions:	[Not applicable/*give details*]

DISTRIBUTION

30.	If syndicated, names of Lead Managers and Dealers:	[Not applicable/*give names*]
31.	If non-syndicated, name of relevant Dealer:	[Not applicable/*give names*]
32.	Additional selling restrictions:	[Not applicable/*give details*]

OPERATIONAL INFORMATION

33.	Common Code:	[ ]
34.	ISIN:	[ ]
35.	Any clearing system(s) other than Austraclear and the relevant identification number(s):	[Not applicable/*give names and number(s)*]

[LISTING]

[This Pricing Supplement comprises the details required to list the Securities described herein pursuant to the listing of the Programme as from [*insert date of listing of the Securities*].]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in the Pricing Supplement.
Signed on behalf of Suncorp-Metway Limited ABN 66 010 831 722:

By: ……..
Duly authorised

By: ……..
Duly authorised

9. Directory

Issuer
Suncorp-Metway Limited ABN 66 010 831 722
Level 28 Brisbane Square
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Brisbane QLD 4000

Arranger
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2 Chifley Square
SYDNEY NSW 2000
Attention: Head of Debt Capital Markets
Fax: 612 9324 2920

Initial Dealers

Citigroup Global Markets Australia Pty Limited ABN 64 003 114 832
Level 23
2 Park Street
SYDNEY NSW 2000
Attention: Head of Debt Capital Markets
Fax: 612 8225 5407

Deutsche Bank AG, Sydney Branch ABN 13 064 165 162
Deutsche Bank Place, Level 16
Cnr Hunter and Phillip Streets
SYDNEY NSW 2000
Attention: Director, Debt Capital Markets
Fax: 612 8258 2220

Suncorp-Metway Limited ABN 66 010 831 722
Level 28 Brisbane Square
266 George Street
Brisbane QLD 4000
Attention: Company Secretary
Fax: 617 3135 2940

UBS AG, Australia Branch ABN 47 088 129 613
Level 16
Chifley Tower
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SYDNEY NSW 2000
Attention: Head of Debt Capital Markets
Fax: 612 9324 2920

Registrar (for Austraclear Securities)

Austraclear Services Limited
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