



## ANNEX I

### Supplemental Terms or Conditions

Paragraph references are to paragraphs in the Agreement.

1. The following elections shall apply:

#### *Applicability*

- (a) Paragraph 1(c)(i): Buy/Sell Back Transactions may be effected under this Agreement, and accordingly the Buy/Sell Back Annex shall apply.
- (b) Paragraph 1(c)(ii): Transactions in Net Paying Securities [may] / [may not\*] be effected under this Agreement, and accordingly the following provisions [shall] / [shall not\*] apply.
- (i) The phrase “other than equities and Net Paying Securities” shall be replaced by the phrase “other than equities”.
- (ii) In the Buy/Sell Back Annex the following words shall be added to the end of the definition of the expression “IR”:  
“and for the avoidance of doubt the reference to the amount of Income for these purposes shall be to an amount paid without withholding or deduction for or on account of taxes or duties notwithstanding that a payment of such Income made in certain circumstances may be subject to such a withholding or deduction”.]\*

#### *Definitions*

- (c) Paragraph 2(b): Agency Transactions [may/may not] be effected under this Agreement, and accordingly the Agency Annex [shall/shall not] apply.
- (d) Paragraph 2(e): The Base Currency shall be:
- (i) for the purpose of paragraph 10, where the relevant Event of Default is the event set out in paragraph 10(a)(vi) and an amount is due and payable by the Defaulting Party to the non-Defaulting Party in accordance with paragraph 10(d)(ii), the currency of the jurisdiction in which the Defaulting Party is incorporated;
- (ii) in all other cases, Australian Dollars.
- (e) Paragraph 2(p): For the purpose of paragraph 2(p) Designated Offices are as follows:

Party A: [insert] office.

Party B: [insert] office.

(f) Paragraph 2(ee): The pricing source for calculation of the Market Value shall be the relevant page of Bloomberg or, if that page is not published for the relevant day, any other pricing source as reasonably agreed between the parties.

[(g) Paragraph 2(ss) Where an amount in one currency is to be converted into a second currency on any date, unless the parties otherwise agree, the spot rate of exchange quoted by the foreign exchange agent (selected in good faith by the party obliged to make the conversion) for the sale by it of such second currency against a purchase by it of such first currency will be the Spot Rate and Paragraph 2(ss) is amended accordingly].

(h) Paragraph 2(xx): Transaction Exposure method [A] / [B].

***Initiation; Confirmation; Termination***

(i) Paragraph 3(b): Both Seller and Buyer to deliver Confirmation.

***Margin Maintenance***

(j) Paragraph 4(f): Interest rate on Cash Margin to be the Cash Rate. Simple interest to be accumulated daily and payable as agreed between the parties or, failing agreement, monthly.

(k) Paragraph 4(g): Delivery period for margin calls to be:

- (i) if a margin call is made on or before 11.00am [Sydney] time on a Business Day, on that Business Day; or
- (ii) if a margin call is made after 11.00am [Sydney] time on a Business Day, on the next Business Day.

***Payment and Transfer***

[(l) Paragraph 6(j): Paragraph 6(j) shall apply.]

***Contractual Currency***

[(m) Paragraph 10(a)(ii): Paragraph 10(a)(ii) shall apply.]

*Notices and Other Communications*

(n) Paragraph 14: For the purposes of paragraph 14 of this Agreement:

(i) Address for notices and other communications for Party A:

Any notice in respect of paragraph 10 must be directed to Party A's [head office] office as follows. A copy of any notice in respect of paragraph 10 and any other notice or communication to Party A in respect of a particular Transaction should be directed to the contact details reflected in the Confirmation for notices for that Transaction or in the absence of specific notice details in the Confirmation should be directed to Party A's [head office] Office:

Address:

Attention:

Telephone:

Facsimile:

Electronic Messaging System: Answerback:

Other:

Address for notices or communications to Party A relating to Margin Transfer:

Address:

Attention:

Telephone:

Facsimile:

Electronic Messaging System: [email address]

2. The Agreement is amended as follows:

(a) Paragraph 2(a)(vii): Insert "or equivalent Australian legislation" after "1986".

(b) Paragraph 2(c): Replace sub-paragraph 2(c)(i) with:

(i) for the purposes of paragraph 10, interest shall be charged at a rate per annum equal to the cost of funding the relevant amount (as determined by the party who is owed the payment) plus 1% per annum;

Insert a new sub-paragraph 2(c)(iii) as follows:

(iii) for any other purpose, the Cash Rate;

- (c) Paragraph 2(ha): Insert a new paragraph 2(ha) as follows:
- “Cash Rate”, the interbank overnight cash rate calculated by the Reserve Bank of Australia, as displayed on Reuters Screen RBA30 or any other widely published electronic page. If no such rate is available from Reuters Screen RBA30 or any other widely published electronic page, the rate shall be another rate reasonably agreed between the parties except that if the parties cannot agree, the rate shall be equal to the best bid rate reasonably obtainable by [Party A] in the market for overnight unsecured Australian dollar cash deposits in the relevant currency (as certified by [Party A] such certificate to be conclusive in the absence of manifest error)”.
- (d) Paragraph 2(kk): Replace with “on a 360 day basis, 365 day basis or other day basis in accordance with the applicable market convention, unless otherwise agreed between the parties for the Transaction” with “on a 365 day basis”.
- (e) Paragraph 2(z): Replace paragraph 2(z) with:
- “Income”, with respect to any Securities at any time, all interest, dividends or other distributions thereon, including distributions which are a payment or repayment of principal in respect of the relevant securities under an agreed amortising schedule (“Distributions”). For the avoidance of doubt, this excludes distributions which are a payment or repayment of principal in respect of the relevant securities that are not on an agreed amortising schedule.
- (f) Paragraph 3(b): After “(Confirmation).”, insert “Confirmations may be in writing or sent by electronic messaging system or other means agreed between the parties.”
- (g) Paragraph 3(e): Insert “A demand for Termination must be given no later than 11.00am [Sydney] time on a Business Day if Termination is to occur on that Business Day” at the end of the paragraph.
- (h) Paragraph 6(h): Replace “shall be combined in a single calculation of a net sum” with “may be combined, if agreed by the parties, in a single calculation of a net sum”.]
- (i) Paragraph 6(i): Replace “shall be combined in a single calculation of a net quantity of Securities” with “may be combined, if agreed by the parties, in a single calculation of a net quantity of Securities”.]
- (j) Paragraph 12: Replace “on a 360 day basis or 365 day basis in accordance with the applicable market convention” with “on a 365 day basis”.
- (k) Paragraph 17: Replace “England” with “New South Wales”, and “English courts” with “the courts of New South Wales”.
- (l) Paragraph 19: Replace “England” with “New South Wales”.

[(m) Agency Annex, paragraph 1(d): Delete.]

[(n) Agency Annex, paragraph 4(b)(ii): Replace:

- (i) the words “Great Britain” with “New South Wales”;
- (ii) the word “England” with “New South Wales”;
- (iii) the words “the United Kingdom” with “New South Wales”.]

3. The following supplemental terms and conditions shall apply to all Transactions:

(a) The parties agree that this Agreement shall apply to all transactions entered into between the parties prior to the date of this Agreement and outstanding as at the date of this Agreement having the characteristics of a Repurchase Transaction or Buy/Sell Back Transaction, and whether or not entered into under the terms of a master agreement, so that such transactions shall be treated as if they had been entered into under this Agreement. The terms of such transactions are amended accordingly with effect from the date of this Agreement.

[(b) Negative rate transactions

In the case of Transactions in which the Pricing Rate will be negative, the parties agree that if Seller fails to deliver the Purchased Securities on the Purchase Date then -

- (i) Buyer may by notice to Seller terminate the Transaction (and may continue to do so for every day that Seller fails to deliver the Purchased Securities); and
- (ii) for every day that Seller fails to deliver the Purchased Securities the Pricing Rate shall be zero.]

(c) Except for the purpose of Paragraph 10 of this Agreement neither party may require (i) the repricing of a Transaction under paragraph 4(k), or (ii) a Margin Transfer to it under paragraph 4(a), or (iii) an adjustment of Transactions under paragraph 4(l), or (iv) a combination of subparagraph (ii) and (iii), if its Net Exposure in respect of the other party is less than A\$[ ] or its equivalent in any other currency or currencies.

(d) If there is any inconsistency between the terms of this Annex and the terms of the printed form Global Master Repurchase Agreement (2011 Version), then the terms of this Annex prevail.

(e) For the purposes of paragraph 4(h):

- (i) when seeking to return a Cash Equivalent Amount, the Transferor must provide evidence to the reasonable satisfaction of the other party that such failure to transfer Equivalent Margin Securities was due to a problem beyond the control of the Transferor unrelated to the Transferor’s financial position (including, without limitation, a general unavailability in the market of the relevant securities required to be delivered); and
- (ii) if the Transferor pays a Cash Equivalent Amount to the other party, the amount payable shall be increased by an additional 1% per annum.

(f) For the purposes of the delivery of any notices under paragraph 10, delivery by Electronic Messaging System shall not be an effective method of delivery.

- (g) **Consideration of FATCA.** Consideration of whether provision needs to be made to deal with any withholding or deduction pursuant to or on account of FATCA.
- (h) **Rounding of Cash Margin or Margin Transfer.** For the sole purposes of delivery of Cash Margin, Margin Transfer may be rounded up or down to the nearest multiple of [AUD \$10,000] as agreed between the parties from time to time.
- (k) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.
- (l) **Amendment or overriding of previous agreements.**