

ANZ TAILORED BUSINESS FACILITY*

SPECIFIC CONDITIONS OF USE
10.2023



KEY TERMS OF YOUR TAILORED BUSINESS FACILITY

ABOUT THESE KEY TERMS

The aim of these key terms is to help you understand the key terms of your Tailored Business Facility with us. It should be read in conjunction with the 'Key Terms of your Business Lending' document you will also receive. Please note it does not cover all of the terms and conditions of your arrangements.

Additionally, it is not a substitute for, and does not form part of, your Agreement with us. The Specific Conditions of Use that follow on from these key terms do form part of your Agreement.

Please read the Specific Conditions of Use for detailed information about the Tailored Business Facility.

BEFORE YOU CAN USE THE TAILORED BUSINESS FACILITY

Before you can start using the facility, you will need to provide ANZ with a completed Deed of Authority, Indemnity and Power of Attorney.

DRAWING DOWN ON YOUR TAILORED BUSINESS FACILITY

To draw down on your Tailored Business Facility, you need to provide us with certain information such as the type of bill you wish to draw, its face value and the desired period between rollover dates. Once you have drawn down on your Tailored Business Facility, ANZ will pay to you the face value of the bill less a discount amount. The discount amount is similar to interest and is the difference between the face value of the bill and the amount you receive at drawdown.

REPAYING AMOUNTS AT EACH ROLLOVER AND END OF THE FACILITY TERM

During the term of your facility, you need to pay to ANZ the face value of each drawn bill when it matures – this is known as a 'maturity date'. Your **Agreement** will set out your facility limit and the term of your facility. If ANZ accepts and purchases a replacement bill on the same day that another bill

matures (each date being a 'rollover date') the proceeds of the replacement bill will be used towards repaying the maturing bill. You will also need to pay us the discount amount (similar to interest) that applies to the replacement bill. We will continue to do this until the maturity date for the final bill within a bill series when no further bills can be drawn and the face value of the final maturing bill must be repaid. If you do not wish to draw the next bill in a bill series, you must tell us first as required under the terms of the Specific Conditions of Use.

FEES, COSTS AND CHARGES

You need to pay the fees, costs and other charges associated with your Tailored Business Facility. The fees and charges are set out in your Agreement and the ANZ Business Banking Finance Fees and Charges booklet. You can terminate your facility at any time if you no longer have any drawn bills or optional fixed rate bill arrangements.

If you do not wish to draw the next bill in a bill series for a non-variable rate bill, there may be additional costs. These costs could be significant. You must contact us to discuss the amount of these early repayment costs. You also agree to pay any early repayment costs if certain other things occur, such as a default.

MAINTAIN AN ANZ TRANSACTION ACCOUNT

You must have an ANZ transaction account for the full term of your Tailored Business Facility that contains enough funds for payment of any amount owing by you under your Agreement such as fees and other amounts, including any discount amount.

WHERE CAN YOU FIND OUT MORE?

Your Agreement has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.

ANZ TAILORED BUSINESS FACILITY® SPECIFIC CONDITIONS OF USE

This document contains important Specific Conditions of Use which apply to your Tailored Business Facility. It should be read in conjunction with the ANZ Business Banking Finance Conditions of Use and your Letter of Offer. ANZ recommends that you study it in detail and then keep it in a safe place for future reference.

*If you have received Specific Conditions of Use in respect of other commercial bill facilities offered to you by ANZ, please **do not** refer to them for the purposes of your Tailored Business Facility.*

Also some words and expressions have special meanings in these Specific Conditions of Use. To the extent a word or phrase is not set out under the heading 'Meaning of terms', it has the meaning given to it in the ANZ Business Banking Finance Conditions of Use or your Letter of Offer.

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1. USING YOUR TAILORED BUSINESS FACILITY

- 1.1 You may use your Facility once we tell you that the conditions in section 1.2 and in your Letter of Offer have been met.
- 1.2 Before you can use your Facility you must:
 - (a) sign and return to us the Deed of Authority, Indemnity and Power of Attorney; and
 - (b) pay us the Limit Approval Fee specified in your Letter of Offer (if any) and any other fees which your Agreement specifies are due for payment before the first drawing of Bills under your Facility.
- 1.3 You may draw multiple Bills under your Facility. However, the maximum aggregate face value of all outstanding Bills drawn must not exceed the Facility Limit.
- 1.4 Your first drawing of a Bill must be within three months of the date of your Letter of Offer unless ANZ otherwise agrees.

2. INSTRUCTIONS

- 2.1 Any instructions given to ANZ must be given by you or by your Authorised Representative.
- 2.2 An instruction:
 - (a) to accept and discount any Variable Rate Bills is irrevocable once the Variable Rate Bill is drawn down (in the case of Variable Rate Bills);
 - (b) to exercise the Optional Fixed Rate Bill Arrangement is irrevocable once the instruction to exercise is given (in the case of Fixed Rate Bills under Optional Fixed Rate Bill Arrangements); and
 - (c) to accept the quote for the relevant Bill Series is irrevocable once the instruction to accept the quote is given (in the case of other Fixed Rate Bills, Capped Rate Bills and Range Rate Bills).

3. WHAT IS THE PROCESS FOR REQUESTING A VARIABLE RATE BILL SERIES?

- 3.1 You must call or write to us if you want to request a Variable Rate Bill Series. We must receive your request before 4pm Sydney time two Business Days before the date you want ANZ to accept and discount the first Variable Rate Bill in the Bill Series.
- 3.2 When you call or write to us you must tell us the following information.
- The face value of each Variable Rate Bill in the Bill Series.
 - The Rollover Period frequency for the Variable Rate Bills in the Bill Series, which must comply with section 3.3.
 - The Drawdown Date for the Variable Rate Bill Series. This date must be a Business Day unless ANZ otherwise agrees.
 - The Maturity Date for the final Variable Rate Bill in the Bill Series, which must comply with section 3.4.
- 3.3 You may select a Rollover Period frequency of one, two, three, four, five or six months or such other period as may be agreed between you and ANZ. If you have existing Bills then the Rollover Periods must align with the Rollover Periods of the existing Bills, unless ANZ otherwise agrees.
- 3.4 A Bill Series Term must be no shorter than six months, and no longer than five years, unless ANZ otherwise agrees. The Maturity Date for the final Bill in a Bill Series must also be within the term of your Facility.
- 3.5 After we have accepted and discounted a Variable Rate Bill we will send you a Confirmation setting out details that we have agreed with you. You must check the details in the Confirmation and contact us as soon as reasonably practicable if you have any concerns.

4. WHAT IS THE PROCESS FOR REQUESTING A FIXED RATE BILL SERIES, A CAPPED RATE BILL SERIES OR A RANGE RATE BILL SERIES?

- 4.1 You must call us if you want to request a Fixed Rate Bill Series, a Capped Rate Bill Series or a Range Rate Bill Series. We must receive your request before 4pm Sydney time

two Business Days before the date you want ANZ to accept and discount the first Bill in the relevant Bill Series.

- 4.2 If you want to request a Fixed Rate Bill Series under an Optional Fixed Rate Bill Arrangement, then this section 4 does not apply. See section 10 instead.
- 4.3 When you call us you must tell us the information in the table below for the type of Bill that you want.

	Fixed Rate Bill	Range Rate Bill	Capped Rate Bill
Face value of each Bill in the Bill Series	✓	✓	✓
Rollover Period frequency for the Bills in the Bill Series	✓	✓	✓
	You may select a Rollover Period frequency of one, two, three, four, five or six months or such other period as may be agreed between you and ANZ. If you have existing Bills then the Rollover Periods must align with the Rollover Periods of the existing Bills, unless ANZ otherwise agrees.		
Drawdown Date for the Bill Series	✓	✓	✓
	This date must be a Business Day unless ANZ otherwise agrees.		
Maturity Date for the final Bill in a Bill Series	✓	✓	✓
	The Bill Series Term must be no shorter than six months, and no longer than five years, unless ANZ otherwise agrees. The Maturity Date for the final Bill in a Bill Series must also be within the term of your Facility.		
Premium payment method (if applicable) (see section 8 for details on the payment methods)	✗	✓	✓

4.4 Once you have given us the above information we will give you a pricing quote for the Bill Series. The table below shows what pricing details we will quote you for each Bill Series.

Fixed Rate Bill Series	Range Rate Bill Series	Capped Rate Bill Series
Fixed Rate (including any Premium Percentage if applicable: see section 8)	Premium (if applicable: see section 8) Capped Rate Floor Rate	Premium (if applicable: see section 8) Capped Rate

If you wish to proceed with the quote, then you must confirm your acceptance immediately, either on the phone after we give it to you, or by another reasonable method specified by ANZ. On your acceptance, the details that we have agreed with you (including the information that you provided us) will form part of your Agreement with us.

We will send you a Confirmation setting out details that we have agreed with you. You must check the details in the Confirmation and contact us as soon as reasonably practicable if you have any concerns.

5. WHAT IS THE PROCESS FOR REQUESTING AN OPTIONAL FIXED RATE BILL ARRANGEMENT?

5.1 You must call us if you want to request an Optional Fixed Rate Bill Arrangement. You can request an Optional Fixed Rate Bill Arrangement at any time.

5.2 When you call us you must tell us the following information.

- The Exercise Date for the Optional Fixed Rate Bill Arrangement. The Exercise Date must be within the term of your Facility.
- The face value of each Fixed Rate Bill in the Bill Series.
- The Rollover Period frequency for the Fixed Rate Bills in the Bill Series, which must comply with section 5.3.
- The Drawdown Date for the Fixed Rate Bill Series. This date must be a Business Day unless ANZ otherwise agrees.

- The Maturity Date for the final Fixed Rate Bill in the Bill Series, which must comply with section 5.4 (although you may, subject to section 10.3, propose a Maturity Date after the last day of the term of the Facility).

Warning: *We have not agreed to provide you with a Fixed Rate Bill Series under an Optional Fixed Rate Bill Arrangement if the Bill Series Term would go beyond the term of the Facility. See section 10.3.*

- Premium payment method (see section 8 for details on the payment methods), and if relevant, the date or dates on which such Premium is payable.

5.3 You may select a Rollover Period frequency of one, two, three, four, five or six months or such other period as may be agreed between you and ANZ. If you have existing Bills then all of the Rollover Periods of your Bills must align, unless ANZ otherwise agrees.

5.4 A Bill Series Term must be no shorter than six months, and no longer than five years, unless ANZ otherwise agrees. The Maturity Date must be within the term of your Facility (including any extension as agreed by us).

5.5 Once you have given us the above information we will give you a quote for:

- (a) the Fixed Rate for the Fixed Rate Bill Series; and
- (b) any Premium.

If you wish to proceed with the quote, then you must confirm your acceptance immediately, either on the phone after we give it to you, or by another reasonable method specified by ANZ. On your acceptance, the details that we have agreed with you (including the information that you provided us) will form part of your Agreement with us.

We will send you a Confirmation setting out details that we have agreed with you. You must check the details in the Confirmation and contact us as soon as reasonably practicable if you have any concerns.

6. BUSINESS DAY RULES

- 6.1 If an amount payable by you would be due on a non-Business Day, the date for payment will generally be the next Business Day unless that day falls in the next calendar month. If it does then the amount will generally be due on the Business Day before the non-Business Day.
- 6.2 If a Bill Series Term or Rollover Period would end on a non-Business Day, we will generally treat it as ending on the next Business Day unless that day falls in the next calendar month. If it does then the period will generally end on the Business Day before the non-Business Day.

7. MANDATORY ANZ TRANSACTION ACCOUNT

- 7.1 You must hold and maintain an ANZ transaction account for the full term of your Facility. You must also maintain enough funds in your account to cover payment of any amount owing by you under your Facility. Examples of such amounts are fees and other charges payable by you. This account is a 'nominated account' for the purposes of section 4.6 of the Finance Conditions of Use.
- 7.2 For the purposes of the 'failure to pay' Event of Default in the Finance Conditions of Use, an amount owed to ANZ in connection with the ANZ transaction account referred to in section 7.1 (such as any informal overdraft on that account) will be treated as an amount owed to ANZ under the Facility.

8. PREMIUM

- 8.1 The fees for a Capped Rate Bill Series, a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement may include a Premium. The table below sets out the Premium payment methods available for each of these products.

Payment method	Capped Rate Bill	Range Rate Bill	Optional Fixed Rate Bill Arrangement
<p>Upfront</p> <p>Paid as a lump sum amount on the date you have agreed with ANZ in accordance with section 5.5</p>	✓	✓	✓
<p>Premium Percentage</p> <p>Incorporated into the Fixed Rate of a Fixed Rate Bill Series. When this happens the Premium is paid as a Premium Percentage and not as an amount</p>	<p>This method is only available if you accept our pricing quote on a Fixed Rate Bill Series at the same time. If you elect this Premium payment method, you cannot change the face value of the Fixed Rate Bills in the Bill Series during the Bill Series Term without our consent. If we consent, early repayment costs may apply (see section 13).</p>		
<p>Instalments</p> <p>Paid as a fixed dollar instalment amount on each date you have agreed with ANZ in accordance with section 5.5</p>	✓	✓	✓

- 8.2 Where we charge a Premium for a Capped Rate Bill Series, a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement, we require payment of the full Premium for agreeing to make the Bill Series or the Optional Fixed Rate Bill Arrangement available, even if you later Prepay a Bill in that Bill Series or Cancel a Bill in that Bill Series or the Optional Fixed Rate Bill Arrangement. Therefore we will not refund or rebate any Premium paid by you. We also do not make a pro rata calculation of any premium paid upfront. For example, we do not reduce the Premium if you Prepay or Cancel a Bill in a Capped Rate Bill Series or a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement, or if we exercise our Default Rights and terminate a Capped Rate Bill Series, a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement.
- 8.3 If your Premium is payable by way of Premium Percentage and it is incorporated into the Fixed Rate of a Fixed Rate Bill and you Prepay or Cancel a Bill in the relevant Fixed Rate Bill Series in accordance with section 13 or if we exercise our Default Rights and terminate your Fixed Rate Bill Series, you agree that the unpaid Premium Percentage which is incorporated into the Fixed Rate of a Fixed Rate Bill will form part of any early repayment costs that may be payable in relation to the Prepayment, Cancellation or termination. For further details on these costs see section 13.
- 8.4 If your Premium is payable by way of instalment and you Prepay or Cancel a Bill in a Capped Rate Bill Series or a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement or if we exercise our Default Rights and terminate a Capped Rate Bill Series, a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement, you agree that any unpaid instalments will be payable by you. The unpaid Premium will form part of any early repayment costs that may be payable in relation to the Prepayment, Cancellation or termination. For further details on these costs see section 13.

9. DETERMINATION OF YIELD RATE

9.1 Variable Rate Bill Series

For each Rollover Period, the Yield Rate for a Variable Rate Bill Series will be the Variable Rate.

9.2 Fixed Rate Bill Series

For each Rollover Period, the Yield Rate for a Fixed Rate Bill Series will be the Fixed Rate.

9.3 Capped Rate Bill Series

For each Rollover Period, the Yield Rate for a Capped Rate Bill Series will be equal to the lesser of:

- the Variable Rate; and
- the Capped Rate.

9.4 Range Rate Bill Series

For a Range Rate Bill Series, if on the relevant Drawdown Date or Rollover Date (as the case may be), the Variable Rate is:

- greater than or equal to the Capped Rate, the Yield Rate for the relevant Rollover Period is the Capped Rate;
- less than the Capped Rate but greater than the Floor Rate, the Yield Rate for the relevant Rollover Period is the Variable Rate; or
- less than or equal to the Floor Rate, the Yield Rate for the relevant Rollover Period is the Floor Rate.

10. WHAT IS THE PROCESS FOR EXERCISING AN OPTIONAL FIXED RATE BILL ARRANGEMENT AND REQUESTING A FIXED RATE BILL SERIES?

10.1 You must call us if you want to exercise an Optional Fixed Rate Bill Arrangement. You must also call us if you do not wish to exercise an Optional Fixed Rate Bill Arrangement. In either case, you must call us before 4pm Sydney time two Business Days before the Exercise Date. If you do not call us you will (unless ANZ otherwise agrees) be deemed to have given us notice that you do not wish to exercise the Optional Fixed Rate Bill Arrangement.

10.2 If:

- the Bill Series Term of the Fixed Rate Bill Series would not go beyond the term of your Facility, or
- the Bill Series Term of the Fixed Rate Bill Series would go beyond the term of your Facility, but ANZ has agreed with you to extend the term (see section 10.3),

then provided ANZ has received the required notice from you under section 10.1 above and you have paid any Premium that is due and payable on or before the Drawdown Date, ANZ will accept and discount the first Fixed Rate Bill in that Bill Series on the Drawdown Date (being the date agreed under section 5).

10.3 What happens if the Bill Series Term of the Fixed Rate Bill Series under an Optional Fixed Rate Bill Arrangement would go beyond the term of your Facility?

Warning: *We have not agreed to provide you with a Fixed Rate Bill Series under an Optional Fixed Rate Bill Arrangement if the Bill Series Term would go beyond the term of the Facility. This section describes how we may agree to extend the term of your Facility, but it is our decision.*

If the proposed Maturity Date for the final Fixed Rate Bill in the Bill Series under an Optional Fixed Rate Bill Arrangement would be beyond the term of your Facility you will need to request an extension to the term of your Facility. You must contact us at least 30 days before the Exercise Date to request the extension.

We will consider your request under our usual credit criteria or other reasonable requirements applicable at that time. Any approval may be subject to conditions (such as you agreeing to additional terms and conditions). Any details that we agree with you (including any extension to the term of your Facility) will form part of your Agreement with us.

If you do not agree to our conditions then you may Cancel your Optional Fixed Rate Bill Arrangement (which will be treated as Cancelling your Optional Fixed Rate Bill Arrangement before electing whether to draw a Fixed Rate Loan under that arrangement) by calling us, or contacting us by another reasonable method specified by us, and telling us that you wish to Cancel it. If we do not approve your extension request then we may cancel your Optional Fixed Rate Bill Arrangement. Early repayment costs are not payable if your Optional Fixed Rate Bill Arrangement is cancelled in these ways, either by you or us.

11. AMOUNT PAYABLE BY ANZ WHEN ACCEPTING AND DISCOUNTING+BILLS

11.1 Subject to the other terms of your Agreement, on each Drawdown Date or Rollover Date (as applicable) for a Bill ANZ shall accept the Bill drawn on it and discount that Bill. ANZ shall also pay to you an amount equal to the face value of the Bill less the sum of:

- (a) the Net Discount;
- (b) any Premium instalment payable in accordance with section 8.1; and
- (c) any stamp duty and other taxes payable in respect of the Bill.

See also section 15 for details of certain fees that ANZ may also deduct from the face value of a Bill.

11.2 You acknowledge that ANZ's obligation to pay you an amount equal to the face value of a Bill less the amounts specified in section 11.1 may be satisfied by a net payment made in accordance with section 16.

12. AUTOMATIC ROLLOVER

12.1 Rollover

Subject to the other terms of your Agreement, unless you contact us two Business Days before the Rollover Date for a Bill to notify us that you do not wish to draw the next Bill in that Bill Series, then when a Bill matures, ANZ will automatically draw a replacement Bill on your behalf on that Rollover Date. Subject to sections 12.2 and 13.5, the replacement Bill will have the same face value as the maturing Bill. In the case of a Fixed Rate Bill, a Range Rate Bill or a Capped Rate Bill, the Yield Rate will be determined in the same way as for the maturing Bill.

12.2 Change in face value

- (a) If your Letter of Offer specifies that your Facility Limit will reduce, ANZ may draw a replacement Bill on your behalf with a face value different to that determined under section 12.1.
- (b) Subject to the other terms of your Agreement, if you contact us at least two Business Days before the Rollover Date for a Bill and request to change the face value of the next Bill in the Bill Series, ANZ will draw a replacement Bill on your behalf with the face value that

you requested, if the change would not result in the maximum aggregate face value of all outstanding Bills drawn exceeding the Facility Limit.

Other than in the case of Variable Rate Bills, if you request a change in the face value of Bills in a Bill Series you may be required to pay early repayment costs. The early repayment costs can be significant and are not the same for every Bill or every type of change in face value. For further details on these costs see section 13.

12.3 Rollover Period frequency

The Rollover Period frequency for a replacement Bill will not change, subject to ANZ having the right to adjust (in accordance with section 6) the period so that the next Rollover Date falls on a Business Day or to align the end of the period with the Maturity Date for the final Bill in the relevant Bill Series.

13. EARLY CANCELLATION OR PREPAYMENT OF A BILL

13.1 Variable Rate Bills

(a) Prepayment

You may partially or fully Prepay a Variable Rate Bill on a Maturity Date only (unless ANZ otherwise agrees). You must contact us no later than two Business Days before the proposed Prepayment date to tell us that you wish to Prepay it.

(b) Cancellation

If you have entered into an agreement with ANZ under section 3 to draw a Variable Rate Bill, and you wish to cancel that agreement, you must contact us before the proposed Drawdown Date to tell us that you wish to cancel that agreement.

13.2 Fixed Rate Bills, Capped Rate Bills, Range Rate Bills and Optional Fixed Rate Bill Arrangements

(a) Prepayment

You may partially or fully Prepay a Fixed Rate Bill, a Capped Rate Bill or a Range Rate Bill on a Maturity Date only (unless ANZ otherwise agrees).

You must contact us if you want to Prepay a Fixed Rate Bill, a Capped Rate Bill or a Range Rate Bill so that we can tell you the amount of the early repayment

costs associated with doing so. You must contact us no later than two Business Days before the proposed Prepayment date, which must be a Maturity Date (unless ANZ otherwise agrees). If you do make a Prepayment then you may be required to pay early repayment costs. The early repayment costs can be significant and are not the same for every Bill.

If you would like to proceed with the Prepayment, you must confirm your acceptance of the early repayment costs either on or before the proposed Prepayment date. You must confirm your acceptance immediately, either by calling us, or by another reasonable method of contact that we ask you to use.

When we tell you the amount of the early repayment costs, that is the amount that will apply if you accept it at the time we tell you. If you do not accept that amount at that time, then a different amount may apply if you later choose to make a Prepayment. Section 13.4 explains how we calculate early repayment costs.

(b) Cancellation

You must contact us if you want to Cancel a Fixed Rate Bill, Capped Rate Bill, Range Rate Bill or Optional Fixed Rate Bill Arrangement so that we can tell you the amount of the early repayment costs associated with doing so. If you Cancel a Fixed Rate Bill, Capped Rate Bill, Range Rate Bill or Optional Fixed Rate Bill Arrangement then you may be required to pay early repayment costs. These costs can be significant and are not the same for every Fixed Rate Bill, Capped Rate Bill, Range Rate Bill or Optional Fixed Rate Bill Arrangement.

If you would like to proceed with the Cancellation, you must confirm your acceptance of the early repayment costs. For a Fixed Rate Bill, Capped Rate Bill or Range Rate Bill, you must do this before the proposed Drawdown Date. For an Optional Fixed Rate Bill Arrangement, you must do this before you exercise your right to draw a Fixed Rate Bill under that arrangement. In each case, you must confirm your acceptance immediately, either by calling us, or by another reasonable method of contact that we ask you to use.

When we tell you the amount of the early repayment costs, that is the amount that will apply if you accept it at

the time we tell you. If you do not accept that amount at that time, then a different amount may apply if you later choose to proceed with the Cancellation.

Section 13.4 explains how we calculate early repayment costs.

13.3 Other early repayment events

In addition to the events described in section 13.2, early repayment costs may also be payable if any of the following events (together with the events in section 13.2, referred to as the **Bill Early Repayment Events**) occur:

- ANZ requires you to make a Prepayment of all or part of a Fixed Rate Bill, a Capped Rate Bill or a Range Rate Bill during its Bill Series Term or cancels your Facility (for example, in exercise of our Default Rights); or
- ANZ agrees to make certain other changes to a Fixed Rate Bill Series, a Capped Rate Bill Series or a Range Rate Bill Series before the end of its Bill Series Term.

Section 13.4 explains how we calculate that amount.

13.4 Early repayment costs

Warning: *Early repayment costs can be significant. You must contact us so that we can notify you of the amount of these early repayment costs or if you have any questions before you Prepay a Fixed Rate Bill, a Capped Rate Bill or a Range Rate Bill or before you Cancel a Fixed Rate Bill, Capped Rate Bill, Range Rate Bill or Optional Fixed Rate Bill Arrangement.*

When we provide or agree to provide a Fixed Rate Bill Series, a Capped Rate Bill Series or a Range Rate Bill Series to you we generally assume that there will be no changes to the Bill Series during its Bill Series Term. We also generally arrange our own funding position (which may include hedging to manage our interest rate risk) based on this assumption. This involves the allocation of funding costs from our treasury function, and the establishment of internal interest rate risk management transactions. We pool these transactions with those from various facilities and transactions provided to our other customers, and manage them on a portfolio basis in the wholesale financial markets. If a Bill Early Repayment Event occurs then our funding position will change and we may incur a loss as a result of the event occurring.

The early repayment costs payable by you are a reasonable estimate of that loss. Our estimate may not always reflect actual transactions we entered into when we provided the relevant Bill Series to you. This is because we manage our risk associated with various facilities and transactions on a portfolio basis.

You must pay the early repayment costs in addition to the face value amounts, fees, charges and any other amounts payable by you.

The amount of any early repayment costs that you must pay will vary according to a number of factors including:

- the remaining Bill Series Term;
- how much you have Prepaid; and
- changes in market interest rates.

Some information about how we calculate early repayment costs is set out below.

Early repayment costs

Why do certain Bill Early Repayment Events attract early repayment costs?

When ANZ agrees to provide you with a Fixed Rate Bill Series, a Capped Rate Bill Series, a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement, it gives both ANZ and you increased certainty about the timing and quantity of the amounts payable by you to us over the Bill Series Term.

We take these agreed arrangements into account when managing our risk associated with commercial bill facilities, and may enter into hedging transactions to manage that risk.

If:

- you partially or fully Prepay your Fixed Rate Bill, Capped Rate Bill or Range Rate Bill;
- you Cancel your Fixed Rate Bill, Capped Rate Bill, Range Rate Bill or Optional Fixed Rate Bill Arrangement; or
- another Bill Early Repayment Event occurs,

our risk associated with commercial bill facilities changes and we may need to change the arrangements we have made to manage that risk.

The early repayment costs help us recover our reasonable estimate of the costs that would be incurred in changing those arrangements.

The calculation for the early repayment costs is different for Fixed Rate Bills than for other types of Bills or Optional Fixed Rate Bill Arrangements.

How do we calculate the amount of the early repayment costs for a Fixed Rate Bill?

For a Fixed Rate Bill, the early repayment costs are determined using current market data by calculating:

- the present value of the Net Discount which we should have received for the period from the date of the Bill Early Repayment Event to the final Maturity Date for the Bill Series; less
- the present value of the cashflows which we reasonably estimate that we would be able to receive if we were to hedge a fixed rate bill for the Prepaid, Cancelled or other Bill Early Repayment Event amount at the current wholesale mid-market price for the remainder of the period ending on the final Maturity Date for the Bill Series.

We will then add to the calculated amount a further amount reasonably determined by us as recompense for the transactional and operational costs and risks that we would expect to incur if executing the transaction in the market to determine the early repayment costs.

How do we calculate the amount of the early repayment costs for a Capped Rate Bill, a Range Rate Bill or an Optional Fixed Rate Bill Arrangement?

For a Capped Rate Bill, a Range Rate Bill or an Optional Fixed Rate Bill Arrangement, the early repayment costs are determined using current market data by calculating:

- the present value of any unpaid Premium (to avoid doubt, other than any Premium Percentage included as part of a Fixed Rate Bill Series); less
- our reasonable estimate of the value (if any) to us if we were to terminate any hedging which could have been associated with the Capped Rate Bill Series, Range Rate Bill Series or Optional Fixed Rate Bill Arrangement.

We will then add to the calculated amount a further amount reasonably determined by us as recompense for the transactional and operational costs and risks that we would expect to incur if executing the transaction in the market to determine the early repayment costs.

If the calculations above for the early repayment costs show that the Bill Early Repayment Event results in a benefit rather than a cost, we will pay the amount of the benefit (as calculated by us) to you.

If any early repayment costs are payable by you, you must pay the costs together with any other outstanding fees or charges on the date of your Prepayment or Cancellation. If any of the Bill Early Repayment Events in section 13.3 occur then you must pay the early repayment costs on the date specified by ANZ.

13.5 If you partially Prepay the face value of a maturing Bill, the face value of any replacement Bill drawn by ANZ on your behalf will be reduced by the amount of the Prepayment.

13.6 If you Prepay or Cancel a Bill, ANZ will no longer accept and discount any replacement Bill (in accordance with section 12) in respect of that Bill Series.

14. ANZ MAY PREPARE BILLS

You request ANZ to draw, sign and present on your behalf the Bills which you have requested ANZ to accept and discount, so that each Bill:

- is dated with the relevant Drawdown Date or Rollover Date;
- is drawn by you or on your behalf with the name of the payee to be completed by ANZ;
- names ANZ as drawee and acceptor; and
- is for a face value amount and Rollover Period determined by you and agreed by ANZ.

15. YOUR LIABILITY IN RESPECT OF BILLS DISCOUNTED

You must pay to ANZ an amount equal to the face value of a Bill on the Maturity Date for that Bill.

You must pay any Usage Line Fee, Commitment Fee or Handling Fee as specified in your Letter of Offer. You agree that ANZ may debit any of these fees from your nominated transaction account or we may deduct the fee from the face value of the relevant Bill (or in the case of the Commitment Fee any Bill). Your obligations in relation to a Bill drawn, accepted and discounted by ANZ under the Facility continue despite the

fact that ANZ is or becomes the holder of the Bill in ANZ's own right on or after the Bill's Maturity Date.

You must repay the Outstanding Money in full at the end of the term of your Facility.

ANZ and you agree that section 66 of the *Bills of Exchange Act 1909* does not apply as between you and ANZ.

16. NET PAYMENT ON MATURITY DATES FOR BILLS

Unless otherwise agreed between you and ANZ, where replacement Bills are to be drawn and accepted by ANZ on the Maturity Date of maturing Bills, only the net amount as between the amounts payable on that date:

- by you to, or for the account of, ANZ in respect of the maturing Bills; and
- by ANZ to, or for the account of, you in respect of the replacement Bills,

need be paid.

17. GENERAL

17.1 Acknowledgement

You acknowledge that:

- (a) it is difficult to predict with any certainty the future movements in interest rates;
- (b) the Yield Rate for a Fixed Rate Bill, Capped Rate Bill or Range Rate Bill may be higher than the Yield Rate for a Variable Rate Bill;
- (c) you are responsible for any Costs or losses that you may suffer or incur in connection with future movements of interest rates in the market;
- (d) you should consider whether you need your own independent professional advice in relation to any possible taxation consequences of making a drawing under the Facility;
- (e) in accepting the terms quoted by ANZ for a Bill Series or an Optional Fixed Rate Bill Arrangement, you should make your own assessment of future movements in interest rates; and

- (f) words and expressions not defined in this document have the meanings given to them in the Finance Conditions of Use or your Letter of Offer.

17.2 Recording

You (i) consent to the recording of telephone conversations between the trading, marketing and other relevant personnel of you and us in connection with the Facility; (ii) agree to obtain any necessary consent of, and give any necessary notice of such recording to, your relevant personnel; and (iii) agree, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings.

18. MEANING OF TERMS

The words and phrases below have the following special meanings in this document.

BBSY means:

- (a) the Australian Bank Bill Swap Reference Rates (Bid) administered by ASX Benchmarks Pty Limited (or any other person which takes over the administration of that benchmark rate) for relevant period(s) obtained by ANZ from Thomson Reuters;
- (b) if rates are not available under paragraph (a), equivalent rates as reasonably determined by ANZ; or
- (c) zero, if BBSY under paragraph (a) or (b) would (but for this paragraph) be below zero.

Bill means a bill of exchange.

Bill Series means each financing arrangement you enter into with ANZ under your Facility for the drawing of a single Bill, or for the drawing of a series of more than one of the same type of Bill. However it does not include an Optional Fixed Rate Bill Arrangement (but it does include a single Fixed Rate Bill or a series of Fixed Rate Bills drawn under an Optional Fixed Rate Bill Arrangement).

Bill Series Term, for a Bill Series, means the period commencing on the Drawdown Date and ending on the final Maturity Date for the Bill Series.

Business Day means a day that is not a Saturday, a Sunday or an Australian national public holiday. We also generally exclude New South Wales public holidays and may, in certain circumstances, exclude other State or Territory public holidays.

Cancel means:

- (a) in the case of a Fixed Rate Bill, a Capped Rate Bill or a Range Rate Bill, cancelling an agreement for the drawing of that Bill that you have made with ANZ in accordance with section 4.4 before the Bill is drawn;
- (b) in the case of a Fixed Rate Bill to be drawn under an Optional Fixed Rate Bill Arrangement, cancelling the arrangements made for drawing the first Bill in that Bill Series after exercising your right to draw it; and
- (c) in the case of an Optional Fixed Rate Bill Arrangement, cancelling an agreement you have made with ANZ in accordance with section 5.5, before exercising your right to draw a Fixed Rate Bill Series under that arrangement.

Capped Rate means the 'capped rate' quoted by ANZ and accepted by you in accordance with section 4.4. The Capped Rate remains fixed for the Bill Series Term.

Capped Rate Bill means a Bill subject to a Capped Rate.

Capped Rate Bill Series means a Bill Series consisting of Capped Rate Bills.

Commitment Fee means the fee, if any, described as such in your Letter of Offer.

Confirmation means a 'confirmation' document issued to you by ANZ in connection with your Facility and includes:

- (a) in respect of a Fixed Rate Bill Series, a Capped Rate Bill Series, a Range Rate Bill Series or an Optional Fixed Rate Bill Arrangement, a 'confirmation' issued to you under section 4.4 or section 5.5; and
- (b) in respect of all Bills, a 'confirmation' issued to you on or after a Drawdown Date or a Rollover Date.

Discounted Proceeds, in respect of a Bill, means the amount calculated using the following formula:

$$\text{Discounted Proceeds} = \frac{\text{Face value of the Bill} \times (365 \times 100)}{(\text{Yield Rate} \times \text{No. of days in the Bill Term}) + (365 \times 100)}$$

where **Bill Term** means the period from the Drawdown Date or Rollover Date (as applicable) to the Maturity Date for the Bill.

Drawdown Date means the first day of the Rollover Period for the first Bill in a Bill Series and is the date on which funding is or is to be provided under the Facility.

Exercise Date means the date you agree in accordance with section 5.5 as the date by which you may exercise your right to draw the first Fixed Rate Bill in the Fixed Rate Bill Series under an Optional Fixed Rate Bill Arrangement on the proposed Drawdown Date as agreed in accordance with section 5.5.

Facility means the ANZ Tailored Business Facility.

Facility Limit is the Australian dollar limit for the Facility, as set out in your Letter of Offer.

Finance Conditions of Use means the ANZ Business Banking Finance Conditions of Use.

Fixed Rate means the 'fixed rate' quoted by ANZ and accepted by you in accordance with section 4.4 or section 5.5 (as applicable).

Fixed Rate Bill means a Bill subject to a Fixed Rate.

Fixed Rate Bill Series means a Bill Series consisting of Fixed Rate Bills.

Floor Rate means the 'floor rate' quoted by ANZ and accepted by you in accordance with section 4.4. The Floor Rate remains fixed for the Bill Series Term.

Handling Fee means the fee, if any, described as such in your Letter of Offer.

Limit Approval Fee means the fee, if any, described as such in your Letter of Offer.

Maturity Date, for a Bill, means the last day of the Rollover Period for that Bill and, in the case of the final Bill in a Bill Series, the date agreed between you and ANZ as being the Maturity Date for the final Bill in the Bill Series.

Net Discount means the face value of a Bill less the Discounted Proceeds.

Optional Fixed Rate Bill Arrangement means the right (but not the obligation) to, on a certain date being an Exercise Date, request that ANZ accept and discount a Fixed Rate Bill Series starting at an agreed future date, at an agreed Fixed Rate fixed for an agreed Bill Series Term.

Premium or **Premium Percentage** means the fee payable in accordance with section 8.

Prepay, in respect of a Bill, includes:

- (a) where you fully or partially pay the face value of a Bill before the final Maturity Date of that Bill Series; and
- (b) where you no longer require ANZ to automatically roll the Bill in accordance with section 12.

Range Rate Bill means a Bill subject to a Yield Rate determined in accordance with section 9.4.

Range Rate Bill Series means a Bill Series consisting of Range Rate Bills.

Rollover Date, for a Bill, means the first day of a Rollover Period, except in the case of the first Bill in a Bill Series.

Rollover Period, for a Bill, means a period commencing either on the Drawdown Date for that Bill Series or on a Rollover Date and ending on the next Rollover Date or the final Maturity Date for the relevant Bill Series, whichever is the first to occur.

Usage Line Fee means the fee, if any, described as such in your Letter of Offer.

Variable Rate means the rate reasonably determined by ANZ based on BBSY.

Variable Rate Bill means a Bill subject to a Variable Rate.

Variable Rate Bill Series means a Bill Series consisting of Variable Rate Bills.

Yield Rate is the rate determined in accordance with section 9.

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