

Information Memorandum

13 March 2019



Australian Government



National Housing Finance
and Investment Corporation

National Housing Finance and Investment Corporation Debt Issuance Programme

Guaranteed by the Commonwealth of Australia

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This Information Memorandum

This Information Memorandum relates to a debt issuance programme established by the Issuer, under which it may issue Notes from time to time. It has been prepared by, and is issued with the authority of, the Issuer. The Issuer accepts responsibility for the information contained in this Information Memorandum (other than the Programme Participant Information).

Terms used in this Information Memorandum but not otherwise defined have the meanings given to them in the *Glossary* section and/or will otherwise be interpreted as provided in the Conditions.

Place of issuance

Subject to applicable laws and directives, the Issuer may issue Notes in the Australian debt capital market.

This Information Memorandum does not, and is not intended to, constitute an offer, invitation or advertisement by or on behalf of the Issuer or any Programme Participant to any person in any jurisdiction to subscribe for, purchase or otherwise deal in any Notes.

The distribution and use of this Information Memorandum, including any Issue Materials, and the offer or sale of Notes may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about them and observe any such restrictions. In particular:

- this Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act;
- neither the Notes nor the Guarantee have been, and nor will they be, registered under the US Securities Act and, accordingly, the Notes may not be offered, sold, delivered or transferred, at any time, within the United States or to, or for the account or benefit of, US persons, except in a transaction exempt from the registration requirements of the US Securities Act; and
- no action has been taken by any of the Issuer or any Programme Participant Party which would permit a public offering of any Notes or distribution of this Information Memorandum or any Issue Materials in any jurisdiction where action for that purpose is required (including circumstances that would require disclosure to investors under the Corporations Act).

For a description of certain restrictions on offers, sales and deliveries of the Notes, and on distribution of this Information Memorandum and any other Issue Materials, see section 3 (*Selling Restrictions*).

No independent verification

The only role of each of the Programme Participants in the preparation of this Information Memorandum has been to confirm to the Issuer that the Programme Participant Information relating to itself is accurate as at the Preparation Date.

Apart from the foregoing, no Programme Participant Party has independently verified any information contained in this Information Memorandum and each such person disclaims any responsibility for such information. No representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted, by any of them, in relation to the

accuracy or completeness of this Information Memorandum, any Issue Materials or any further information supplied by the Issuer in connection with the Programme or any Notes.

Each Programme Participant expressly does not undertake to review the financial condition or affairs of the Issuer or the Guarantor or any of their affiliates at any time or to advise any Noteholder or any other person of any information coming to their attention with respect to the Issuer and make no representations as to the ability of the Issuer to comply with its obligations under the Notes. No Programme Participant makes any representation as to the performance of the Issuer or the Guarantor, the maintenance of capital or any particular rate of return, nor does any Programme Participant guarantee the payment of capital or any particular rate of capital or income return, in each case, on any Notes.

Investors to make independent investment decision and obtain professional advice

This Information Memorandum contains only summary information concerning the Notes. Neither the information contained in this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes (1) is intended to provide the basis of any credit or other evaluation and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by the Issuer or any Programme Participant Party that any recipient of this Information Memorandum or any other information supplied in connection with the Programme or the issue of any Notes should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes, or (2) describes the risks of an investment in any Notes.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Notes or any rights in respect of any Notes should:

- make and rely upon (and shall be taken to have made and rely upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer and the Guarantor and the risks of an investment in any Notes;
- determine for themselves the relevance of the information contained in this Information Memorandum (including all information incorporated by reference and forming part of this Information Memorandum) and any other information supplied in connection with the Programme or the issue of any Notes, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own financial, legal, tax and professional advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in view of their particular circumstances.

No accounting, regulatory, investment, legal, tax or other professional advice is given in respect of an investment in any Notes or rights in respect of them.

1 Programme summary

The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Notes, the applicable Conditions and relevant Pricing Supplement. A term used below but not otherwise defined has the meaning given to it in the Glossary section and/or otherwise by the Conditions. A reference to a "Pricing Supplement" does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to a particular tranche or series of Notes.

The Programme	
Issuer	National Housing Finance and Investment Corporation (ABN 22 498 714 570) The Issuer is rated "AAA" (long term) / "A-1" (short-term) by S&P Global Ratings.
Guarantor	The Commonwealth of Australia.
Programme description	A non-underwritten debt issuance programme under which, subject to applicable laws and directives, the Issuer may elect to issue Notes in the Australian debt capital markets in registered uncertificated form. The Programme is unlimited and continues until terminated by the Issuer.
Notes	Notes issued under the Programme may comprise medium-term notes and other debt securities, including as fixed rate or floating rate instruments. Any Series of Notes may be issued as Social Bonds or other Notes issued to comply with or be aligned to relevant Sustainability Standards and Principles.
Guarantee	The due payment of any money that becomes payable by the Issuer to a person other than the Guarantor is guaranteed by the Guarantor. Such moneys include amounts that become payable in respect of principal, interest and other amounts under the Notes. Further details on the Guarantee are set out in section 2 (<i>The NHFIC and the Guarantee</i>).
Programme Participants	
Dealers	Dealers may be appointed by the Issuer from time to time for a specific Tranche or Series (details of such appointment may be set out in the relevant Pricing Supplement).
Registrar	Austraclear Services Limited (ABN 28 003 284 419) Details of the appointment of any alternative or additional Registrar in respect of a Tranche or Series will be notified in the relevant Pricing Supplement.
Issuing and Paying Agent	Austraclear Services Limited (ABN 28 003 284 419) Details of the appointment of any alternative or additional Issuing and Paying Agent in respect of a Tranche or Series will be notified in the relevant Pricing Supplement.
Calculation Agent	If a Calculation Agent is required for the purpose of calculating any amount or making any determination under any Tranche or Series Note, such appointment will be notified in the relevant Pricing Supplement. Where no Calculation Agent is appointed, the calculation of interest, principal and other payments in respect of the relevant Notes will be made by the Issuer.
The Notes	
Offer and issue	Notes will be issued in Series. Each Series may comprise one or more Tranches having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price and the first payment of interest). The Notes of each Tranche of a Series are intended to be fungible with the other Tranches of Notes of that Series. A Pricing Supplement will be issued by the Issuer in respect of each Tranche of Notes.
Form	Notes will be issued in registered uncertificated form by entry in the Register. Notes are debt obligations of the Issuer constituted by, and owing under, the relevant Deed Poll (which will be specified in the relevant Pricing Supplement) and the details of which are recorded in, and evidenced by entry in, the Register.
Status and ranking	The Notes will constitute unsecured and unsubordinated obligations of the Issuer ranking equally and without any preference among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer, subject to mandatory provisions of law.

Events of Default	<p>As set out in Condition 13.1 (“Events of Default”). No cross default or cross acceleration provisions apply.</p> <p>Potential investors should have regard to the requirements under Condition 13 (“Events of Default”) which, in certain circumstances, impose conditions for action by a Noteholder in order that remedy periods may commence and/or acceleration events may occur.</p>
Negative pledge	None.
Maturities	Notes may have any maturity as will be specified in the relevant Pricing Supplement.
Currencies	Notes will be denominated in Australian dollars or such other currency or currencies specified in the relevant Pricing Supplement.
Issue Price	Notes may be issued at any price, on a fully or partly paid basis, as specified in the relevant Pricing Supplement.
Interest	Notes may or may not bear interest. Interest (if any) may be at a fixed, floating or another variable rate and may vary during the tenor of the relevant Series and will be specified in the relevant Pricing Supplement.
Denomination	Notes will be issued in the single denomination specified in the relevant Pricing Supplement.
Title	<p>Entry of the name of the person in the Register in respect of a Note in registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Note subject to correction for fraud or proven error.</p> <p>Title to Notes which are held in the Austraclear System will be determined in accordance with the rules and regulations of that system. Notes which are held in the Austraclear System will be registered in the name of Austraclear.</p> <p>No certificates in respect of any Notes will be issued unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law or directive.</p> <p>Title to other Notes which are not lodged in the Austraclear System will depend on the form of those Notes as specified in the relevant Pricing Supplement.</p>
Payments and Record Date	<p>Payments to persons who hold Notes through the Austraclear System will be made in accordance with the rules and regulations of that system.</p> <p>If Notes are not lodged in the Austraclear System, then payments in respect of those Notes will be made to the account of the registered holder noted in the Register as at 5.00pm in the place where the Register is maintained on the relevant Record Date. If no account is notified, then payments will be made by cheque mailed on the Business Day immediately preceding the relevant payment date to the registered holder at its address appearing in the Register on the Record Date or in such other manner as the Issuer considers appropriate.</p> <p>The Record Date is 5.00 pm in the place where the Register is maintained on the eighth calendar day before a payment date or such other period specified in the relevant Pricing Supplement.</p>

Social Bonds

Social Bonds and Sustainability Standards and Principles	<p>Social Bonds issued under the Programme are expected to be referable to the ICMA Social Bond Principles and issued in accordance with the Issuer’s ‘Sustainability Bond Framework’.</p> <p>In addition, an issuance of Notes may be undertaken in furtherance of other applicable Sustainability Standards and Principles and/or specific categories under the UN Sustainable Development Goals, as may be specified in a Pricing Supplement for the Notes.</p>
Sustainability Bond Framework	<p>The Issuer has developed a Sustainability Bond Framework to guide the issuance of Social Bonds.</p> <p>The Sustainability Bond Framework provides a series of eligibility criteria for the types of projects, activities and assets which the Issuer intends to finance or invest in using proceeds of issuance of Social Bonds. The Sustainability Bond Framework also provides for exclusionary criteria which set out the types of projects, activities and assets which the Issuer intends not to knowingly be involved in through the proceeds of issuance of any Social Bonds.</p> <p>The Issuer does not, and does not intend to, make any representation or give any assurance with respect to the Sustainability Bond Framework. The Issuer also cannot and does not give</p>

any assurance in relation to the actual impact of any Social Bond issuance, of any project, activity or asset that is financed by a Social Bond issuance or of the Sustainability Bond Framework generally.

Investors should note that in no circumstances will any failure to comply with the Sustainability Bond Framework, or any failure of any project, activity or asset financed to comply with any the Sustainability Bond Framework, any eligibility criteria or any related laws and standards, constitute an event of default under or any other breach (howsoever described) of the Conditions of the Social Bonds. Without limitation, holders of such Social Bonds will have no right whatsoever to require early redemption of such Notes, or any other alteration to the relevant Conditions, in those circumstances.

Assessment Agency opinions

An Assessment Agency may be engaged to evaluate an issuance of Social Bonds and the alignment of the transaction with applicable industry and other standards, and provide views on the robustness and credibility of the Social Bonds within the meaning of the related Sustainability Standards and Principles for those Notes. The engagement of any such Assessment Agency will be detailed in the relevant Pricing Supplement for an issue of Social Bonds.

An opinion of any Assessment Agency in respect of the Sustainability Bond Framework or any Social Bonds is not a recommendation to purchase, hold or sell any Notes. The Sustainability Bond Framework is not a financial standard and is not a substitute for financial due diligence – the obligation to conduct any such investigations remains with the investor as it does for other investments. No Assessment Agency guarantees, or otherwise stands behind, any Social Bonds or the Sustainability Bond Framework generally. In addition, any such opinion will not address the merits of the decision by the Issuer or any third party to finance any particular project or asset and nor will it express any opinion as to the Issuer or any aspect of any project, activity or asset (including but not limited to the creditworthiness of the Issuer or the financial viability of any project or asset).

An opinion of an Assessment Agency may be withdrawn at any time.

Use of proceeds for Social Bonds

The Sustainability Bond Framework provides that proceeds of any Social Bonds will be allocated towards financing new or existing projects, activities or assets which meet the eligibility criteria set out in the relevant section of the Sustainability Bond Framework.

Non-compliance and withdrawal of opinion

The Issuer does not undertake to ensure that any Social Bonds continue to comply with the Sustainability Bond Framework or any applicable Sustainability Standards and Principles.

There can be no assurance that the Issuer will retain an interest in sufficient eligible projects, activities or assets to allocate fully towards the principal amount of the Social Bonds or that the compliance of the Social Bonds with the Sustainability Bond Framework or any applicable Sustainability Standards and Principles will otherwise be ongoing or that any opinion in respect of the Sustainability Bond Framework or the Social Bonds will not be withdrawn.

Further, the Social Bonds are expected to comply with the version of the Sustainability Bond Framework as at the date specified in the related Pricing Supplement. If the Sustainability Bond Framework or any related Sustainability Standards and Principles are amended, updated, replaced or re-issued as a new version, the Social Bonds may no longer comply with the Sustainability Bond Framework or such Sustainability Standards and Principles as so amended, updated, replaced or reissued. The Issuer has no obligation to act so as to ensure compliance of any issuance of Social Bonds with any such amended, updated, replaced or re-issued Sustainability Bond Framework or Sustainability Standards and Principles.

Investors should note that in no circumstances will any failure to comply with the Sustainability Bond Framework or any Sustainability Standards and Principles or any withdrawal of any opinion with respect to the Sustainability Bond Framework or the Social Bonds for any reason, or any failure of any project, activity or asset financed to comply with any the Sustainability Bond Framework, any eligibility criteria or any related laws and standards, constitute an event of default under or any other breach (howsoever described) of the Conditions of the Social Bonds. Without limitation, holders of such Notes will have no right whatsoever to require early redemption of the Social Bonds, or any other alteration to the relevant Conditions, in those circumstances.

Further, non-compliance or withdrawal of any opinion or any non-compliance with any eligibility criteria does not of itself entitle the Issuer to redeem the Social Bonds before their stated maturity. However, non-compliance or withdrawal of certification does not relieve the Issuer from its obligations to make scheduled payments in connection with the Social Bonds in accordance with the Conditions.

If any Social Bonds cease to comply with the Sustainability Bond Framework or any applicable Sustainability Standards and Principles or the Issuer receives actual notice that any opinion in

respect of the Sustainability Bond Framework or any such Notes has been withdrawn, the Issuer will notify holders of that fact as soon as reasonably practicable after it becomes aware of such non-compliance or receipt of the relevant notice (as applicable), provided, however, that any failure to do so shall not constitute an event of default or other default, or otherwise permit redemption before the scheduled maturity date at the option of the holders of the relevant Social Bonds. Investors should note that there is no other recourse to the Issuer in these circumstances.

Transactions relating to the Notes

Clearing systems	<p>Notes may be transacted either within or outside the Austraclear System.</p> <p>The Issuer may apply to Austraclear for approval for any Notes to be traded on the Austraclear System. Upon approval by Austraclear, those Notes will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System. Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Notes.</p> <p>Interests in the Notes traded in the Austraclear System may be held for the benefit of Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in Notes in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of J.P. Morgan Chase Bank, N.A. (as custodian for Clearstream, Luxembourg).</p> <p>The rights of a holder of interests in a Note held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System. In addition, any transfer of interests in a Note, which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration as set out in the Conditions.</p> <p>The Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.</p>
Selling restrictions	<p>The offer, sale and delivery of Notes, and the distribution of this Information Memorandum and Issue Materials, are subject to such restrictions as may apply in any jurisdiction in connection with the offer and sale of a particular Tranche or Series. Certain restrictions are described in section 3 (<i>Selling restrictions</i>).</p>
Transfer procedure	<p>Notes may only be transferred in whole and in accordance with the Conditions.</p> <p>In particular, Notes may only be transferred if:</p> <ul style="list-style-type: none"> • in the case of Notes to be transferred in or into Australia, the offer or invitation giving rise to the transfer is for an aggregate consideration of at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the transferor or its associates) or does not otherwise require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act, and the transfer is not to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and • at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place. <p>Transfers of Notes held in the Austraclear System will be made in accordance with the rules and regulations of that system.</p>

Other matters

Substitution of the Issuer	<p>The Issuer may, without the consent of the Noteholders, if no payment of principal or interest on any of the Notes is in default, at any time substitute, for the Issuer, the Guarantor or a Commonwealth Entity as principal debtor in respect of all obligations arising under or in connection with the Notes provided that:</p> <ul style="list-style-type: none"> • the substitute debtor assumes all obligations of the Issuer in respect of the Notes; and • those Notes continue to have the benefit of the Guarantee (except where the substitute debtor is the Guarantor), <p>as fully described in Condition 18 (“Substitution”).</p>
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Taxes, withholdings and deductions	<p>All payments in respect of the Notes will be made free and clear of, and without withholding or deduction for or on account of, any present or future Taxes unless such withholding or deduction is required by law. In the event that any withholding or deduction on payments in respect of the Notes for or on account of any present or future Taxes is required to be deducted or withheld by the Commonwealth of Australia or any political subdivision thereof or any authority therein or thereof having the power to tax, the Issuer will, save in certain limited circumstances provided in Condition 11 (“Taxation”), be required to pay such additional amounts on the Notes as will result in receipt by Noteholders of such amounts (after all such withholding or deduction, including any withholding or deduction for such Taxes imposed on any additional amounts) as would have been received had no such withholding or deduction been required.</p> <p>A brief overview of certain Australian income and other relevant taxation considerations is set out in section 4 (<i>Summary of certain taxation matters</i>).</p>
Stamp duty	<p>Any stamp duty incurred at the time of issue of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant investors. As at the date of this Information Memorandum, no <i>ad valorem</i> stamp duty is payable in any Australian State or Territory on the issue, transfer or redemption of the Notes. However, investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the transfer of Notes, or interests in Notes, in any jurisdiction.</p>
Listing	<p>An application may be made for Notes of a particular Series to be listed on the ASX or on any other stock or securities exchange or quoted on a quotation system (in accordance with applicable laws and directives). Any Notes which are listed on the ASX will be “non-quoted securities (wholesale)” and will not be transferred through, or registered on, CHESS (and will not be “Approved Financial Products” for the purposes of that system). Interests in the Notes will instead be held in, and transferable through, the Austraclear System.</p> <p>The applicable Pricing Supplement in respect of the issue of any Tranche of Notes will specify whether or not such Notes will be listed on any stock or securities exchange or quoted on a quotation system.</p>
Credit ratings	<p>Notes may be rated by one or more rating agencies. The credit rating of an individual Tranche or Series of Notes will be specified in the relevant Pricing Supplement for those Notes (or another supplement to this Information Memorandum).</p>
Meetings	<p>The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally, and for the passing of resolutions by a vote or circulating resolution. These provisions permit defined majorities to bind all Noteholders of a Series, including Noteholders who did not attend and vote at the relevant meeting or did not sign a circulating resolution and Noteholders who voted in a manner contrary to the majority.</p>
Use of proceeds	<p>The Issuer will use the net proceeds from each issue of Notes to fund the activities of the AHBA, which includes the provision of loan finance to CHPs.</p>
Governing law	<p>Notes and all related documentation will be governed by the laws of New South Wales, Australia.</p>
Other Notes	<p>The Issuer may from time to time issue Notes in a form not specifically contemplated in this Information Memorandum. Terms applicable to any other type of Note that the Issuer and any relevant Dealer or other investor may agree to issue under this Programme will be set out in the relevant Pricing Supplement or another supplement to this Information Memorandum.</p>

2 The NHFIC and the Guarantee

National Housing Finance and Investment Corporation

The National Housing Finance and Investment Corporation (**NHFIC**, and in other sections of this Information Memorandum referred to as the Issuer) is an independent corporate Commonwealth entity established on 30 June 2018 to improve housing outcomes for Australians.

The NHFIC makes loans, investments and grants to eligible entities in order to increase the supply of housing, particularly social and affordable housing for Australians.

The NHFIC is established under the NHFIC Act. The NHFIC Act is supplemented by the Investment Mandate, a legislative instrument issued by the Responsible Minister to give directions to the NHFIC Board in relation to the performance of the NHFIC's functions.

Governance

The NHFIC Act prescribes the core governance arrangements for the NHFIC, including the establishment of the Board and the office of the NHFIC CEO.

The NHFIC Board is responsible for decision-making and the efficient and effective performance of the NHFIC's functions. This includes setting the strategies and policies to be followed by the NHFIC in accordance with the Investment Mandate. Each of the NHFIC Board members is appointed by the Responsible Minister, who must be satisfied that they have appropriate qualifications, skills or experience in at least one of a number of cognate disciplines.

The NHFIC CEO is responsible for the day-to-day administration of the NHFIC in accordance with the policies and strategies determined by the NHFIC Board.

Further information on the NHFIC Board members and the NHFIC CEO, and copies of the NHFIC's Board and Audit and Risk Committee Charters, can be obtained via the Issuer's website (www.nhfic.gov.au).

Objectives and activities

The NHFIC seeks to improve housing outcomes for Australians by:

- strengthening efforts to increase the supply of housing;
- encouraging investment in housing (particularly in the social or affordable housing sector);
- providing finance, grants or investments that complement, leverage or support Commonwealth, State or Territory activities relating to housing; and
- contributing to the development of the scale, efficiency and effectiveness of the community housing sector in Australia.

The Investment Mandate directs that the NHFIC is to pursue these objectives by:

- establishing and operating the National Housing Infrastructure Facility (**NHIF**) to make loans, investments and grants to eligible housing infrastructure projects.

The NHFIC will not be using the proceeds from the Notes for any purpose related to the NHIF as funding for the NHIF is primarily sourced from the Commonwealth of Australia. Noteholders will not have recourse against NHFIC's rights, title and interests over its NHIF business; and

- establishing the Affordable Housing Bond Aggregator (**AHBA**) to provide loans to CHPs (which is described further below).

In addition, the NHFIC may choose to provide support for capacity building within the community housing sector.

Affordable Housing Bond Aggregator (AHBA)

The AHBA is a funding mechanism through which the NHFIC extends finance to CHPs. The NHFIC makes loans to CHPs that are funded through a facility made available to it by the Commonwealth government and through bonds issued in the debt capital markets (including the Notes). The model relies on the aggregation of the lending requirements of all CHPs, allowing them to collectively raise funds on a larger scale and on more appropriate terms than those that would be available to each CHP borrowing individually.

The Australian Government has provided the initial funding necessary to establish a facility through which the NHFIC may advance initial loans to CHPs.

Loans may only be provided under the AHBA in accordance with the Investment Mandate. The loans may only be made to CHPs. In making loans under the AHBA, the NHFIC must obtain security, at a level that is appropriate having regard to the risk to the NHFIC and the Commonwealth of Australia and the NHFIC Board is to consider certain factors when making loans, including (among other factors) the credit-worthiness of the borrower and the extent and likelihood of a return on the loan.

The NHFIC will use proceeds from the Notes to fund the activities of the AHBA business.

Noteholders will not have any direct interest or rights in respect of the loans made by the AHBA to CHPs. Instead, recourse for payments on the Notes will be to NHFIC directly and (where applicable) to the Guarantor pursuant to the Guarantee.

Guarantee

The NHFIC Act and Investment Mandate provide for the constitution of, and consideration of the NHFIC Board for, the Guarantee.

- Pursuant to section 51 of the NHFIC Act, the Guarantor has guaranteed the due payment by the NHFIC of any money (including the Notes) that becomes payable by the NHFIC.

The Guarantee will only cease to apply by registration of a legislative instrument that sets out a determination of a cessation date for the

Guarantee by the Responsible Minister, which may not occur at any time prior to 1 July 2023, or by an amendment to or repeal of section 51 of the NHFIC Act made by an Act of the Australian Federal Parliament. Contracts entered into prior to any cessation of the Guarantee (including any Notes issued prior to that time) will continue to have the benefit of the Guarantee.

- Section 34 of the Investment Mandate provides that the NHFIC Board must not enter into a transaction which would result in the sum of (1) the total guaranteed liabilities of the NHFIC, and (2) the current value of the AHBA reserve (being the reserve established under section 11 of the Investment Mandate), exceeding A\$2 billion (which may be increased to a higher amount approved by the Responsible Minister and the Finance Minister).

The Explanatory Statement for the NHFIC Act and Investment Mandate states that (1) this cap is an obligation on the NHFIC and does not operate to directly limit the effect of the Guarantee, and (2) if the NHFIC inadvertently breached the cap without ministerial approval, the debt issued in excess of the cap would still be subject to the Guarantee.

The Issuer will confirm in each Pricing Supplement that the issuance of the relevant Notes has been duly authorised by the NHFIC Board. Investors should inform themselves about the above and other related provisions of the NHFIC Act and Investment Mandate in relation to the operation of the Guarantee.

Documents incorporated by reference

The following documents (including any that are published or issued from time to time after the date of this Information Memorandum) are incorporated in, and taken to form part of, this Information Memorandum:

- all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time;
- the NHFIC Act and the Investment Mandate (copies of which are available at www.legislation.gov.au);
- for each issue of Social Bonds, the Sustainability Bond Framework (a copy of which is available via the Issuer's website at www.nhfc.gov.au);
- each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- all other documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Any statement contained in any of the materials referred to above shall be modified, replaced or superseded to the extent that a statement contained in any subsequently published materials which are incorporated by reference into this Information Memorandum modifies, replaces or supersedes such statement (including whether in whole or in part or expressly or by implication). See also section 5 (*Other important matters – Documents incorporated by reference*) for further information on how these and other materials form part of this Information Memorandum, including what information is not incorporated by reference and does not form part of this Information Memorandum.

3 Selling restrictions

A person may not (directly or indirectly) offer for subscription or purchase or issue an invitation to subscribe for or buy Notes, nor distribute or publish this Information Memorandum or any other Issue Materials except if the offer or invitation, or distribution or publication, complies with all applicable laws and directives.

None of the Issuer, the Guarantor or any Programme Participant has represented that any Notes may at any time lawfully be offered or sold, or that this Information Memorandum or any Issue Materials may be distributed, in compliance with any applicable registration or other requirements in any jurisdiction, or in accordance with any available exemption, or assumes any responsibility for facilitating that sale or distribution.

In addition to the above, the following selling and distribution restrictions apply.

1 General

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

Persons into whose hands this Information Memorandum comes are required by the Issuer, the Guarantor and each Dealer to comply with all applicable laws and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Notes or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any Notes under any applicable law or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and none of the Issuer, the Guarantor or any Dealer has responsibility for such matters. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

In particular, there are restrictions on the offer or sale of Notes and on the distribution of this Information Memorandum in Australia, the United States, the United Kingdom, Hong Kong, Japan, Singapore and the European Economic Area as follows.

2 Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Programme or any Notes has been, or will be, lodged with ASIC.

Each Dealer acting in connection with an issuance of Notes will be required to represent and agree that it:

- (a) has not made or invited, and will not make or invite, an offer of the Notes for issue or sale in 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, any Information Memorandum or any other offering material or advertisement relating to any Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternate currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act;
- (iii) such action complies with any applicable laws and directives in Australia; and
- (iv) such action does not require any document to be lodged with ASIC.

3 United States

Regulation S, Cat 1

Neither the Notes nor the Guarantee have been, and nor will they be, registered under the US Securities Act.

The Notes 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 or in transactions exempt from the registration requirements of the US Securities Act.

An offering of Notes may be subject to such additional US selling restrictions as the Issuer and any Dealers participating in such offering agree as a term of the offer and sale of such Notes. Any such additional selling restrictions will be set out in the applicable Pricing Supplement.

Terms used in this section have the meanings given to them by Regulation S.

4 United Kingdom

Each Dealer acting in connection with an issuance of Notes will be required to represent and agree that:

- (a) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 such Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor.

5 Hong Kong

The Notes have not been authorised by the Hong Kong Securities and Futures Commission.

Each Dealer acting in connection with an issuance of Notes will be required to represent and agree that it has

not offered or sold, and will not offer or sell, in Hong Kong, by means of any document, any Notes other than:

- (a) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or
- (b) 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) of Hong Kong (as amended) or which do not constitute an offer to the public within the meaning of that Ordinance, and

and, unless it is a person permitted to do so under the applicable securities laws of Hong Kong, it has not issued, or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, (in each case whether in Hong Kong or elsewhere) any advertisement, invitation, other offering material or other document relating to the Notes, 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 Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance and any rules made under that Ordinance.

6 Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act and, accordingly, each Dealer acting in connection with an issuance of Notes will be required to represent and agree that it has not offered or sold, and will not offer or sell, any Notes 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, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, directives and ministerial guidelines of Japan.

7 Singapore

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act.

Each Dealer acting in connection with an issuance of Notes will be required to represent and agree that the Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes has not been and will not be circulated or distributed by it nor have the Notes been, nor will the Notes be, offered or sold by it, or be subject to an invitation for subscription or purchase by it, whether directly or indirectly, to persons in Singapore other than:

- (a) to an institutional investor under section 274 of the Securities and Futures Act;
- (b) to a relevant person pursuant to section 275(1) of the Securities and Futures Act, or any person pursuant to section 275(1A) of the Securities and

Futures Act, and in accordance with the conditions specified in section 275 of the Securities and Futures Act; or

- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased under section 275 of the Securities and Futures Act by a relevant person which is:

- (1) a corporation (which is not an accredited investor (as defined in section 4A of the Securities and Futures Act)) 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 in section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Notes pursuant to an offer made under section 275 of the Securities and Futures Act except:

- (i) to an institutional investor (under section 274 of the Securities and Futures Act) or to a relevant person (as defined in section 275(2) of the Securities and Futures Act) and in accordance with the conditions specified in section 275 of the Securities and Futures Act;
- (ii) (in the case of a corporation) where the transfer arises from an offer referred to in section 276(3)(i)(B) of the Securities and Futures Act or (in the case of a trust) where the transfer arises from an offer referred to in section 276(4)(i)(B) of the Securities and Futures Act;
- (iii) where no consideration is, or will be, given for the transfer;
- (iv) where the transfer is by operation of law;
- (v) as specified in section 276(7) of the Securities and Futures Act; or
- (vi) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Section 309B(1)(C) of the Securities and Futures Act Notification

Unless otherwise stated in the applicable Pricing Supplement, all Notes issued or to be issued under the Programme shall be “prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and “Excluded Investment Products” (as defined in the Monetary Authority Singapore Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

8 European Economic Area

Public offer selling restriction under the Prospectus Directive

In relation to each Relevant EEA State, each Dealer acting in connection with an issuance of Notes will be required to represent and agree that with effect from and including the Relevant Implementation Date it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in that Relevant EEA State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant EEA 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 Dealer 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 Notes referred to in (a) to (c) above shall require an 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 Notes to the public**” in relation to any Notes in any Relevant EEA State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Relevant EEA State by any measure implementing the Prospectus Directive in that Relevant EEA State.

Public offer selling restriction under the Prospectus Directive

Each Dealer acting in connection with an issuance of Notes will be required to represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Directive; and

- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

9 Variation

These selling restrictions may be amended, varied, replaced or otherwise updated from time to time in accordance with the Dealer Common Terms. Any change may be set out in a Pricing Supplement or in another supplement to this Information Memorandum.

10 Arrangements with Dealers

The Issuer is entitled under the Dealer Common Terms to appoint one or more financial institutions as a Dealer for a particular Tranche of Notes. At the time of any such appointment, each relevant financial institution will be required to represent and agree to the selling restrictions applicable at that time.

Each Dealer will be required to agree to comply with any applicable law or directive in any jurisdiction in which it subscribes for, offers, sells or transfers Notes and that it will not, directly or indirectly, subscribe for, offer, sell or transfer Notes or distribute any Information Memorandum or other offering material in relation to the Notes, in any jurisdiction, except in accordance with these selling restrictions, any additional restrictions which are set out in the Pricing Supplement or in another supplement to this Information Memorandum and any applicable law or directive of that jurisdiction.

4 Summary of certain taxation matters

Introduction

The following is a summary of the Australian withholding tax treatment under the Tax Act and the Taxation Administration Act, as at the date of this Information Memorandum, of payments of interest (as defined in the Tax Act) by the Issuer on the Notes and certain other Australian tax matters.

This summary applies to Noteholders that are:

- *residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment in Australia (**Australian Noteholders**); and*
- *non-residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment in Australia, and residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia (**Non-Australian Noteholders**).*

The summary is not exhaustive and should be treated with appropriate caution. In particular, it does not deal with the position of certain classes of Noteholders (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of any person). In addition, unless expressly stated, the summary does not consider the Australian withholding tax consequences for persons who hold interests in the Notes through Euroclear, Clearstream, Luxembourg or another clearing system other than Austraclear.

Prospective Noteholders should also be aware that particular terms of issue of any Series of Notes may affect the tax treatment of that Series of Notes. Information regarding taxes in respect of Notes may also be set out in the relevant Pricing Supplement.

This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular Noteholder. Each Noteholder should seek professional tax advice in relation to their particular circumstances.

Australian interest withholding tax

The Issuer intends to issue Notes which should be characterised as “debt interests” (and returns paid in relation thereto are intended to constitute “interest”) for Australian tax purposes. On this basis:

- (a) *Australian Noteholders* - payments of interest in respect of the Notes to Australian Noteholders should not be subject to Australian IWT; and
- (b) *Non-Australian Noteholders* – Australian IWT should be payable at a rate of 10% of the gross amount of interest paid by the Issuer to a Non-Australian Noteholder, unless an exemption is available.

Section 128F exemption from Australian IWT

An exemption from Australian IWT imposed under Division 11A of Part III of the Tax Act is available in respect of interest that is paid on the Notes issued by the Issuer under section 128F of the Tax Act if, in broad terms, the following conditions are satisfied:

- (a) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Tax Act) when it issues the Notes and when interest is paid;
- (b) the Notes are issued in a manner which satisfies the “public offer” test in section 128F of the Tax Act. In relation to the Notes, there are five principal methods of satisfying the public offer test.

In summary, the five methods are (i) offers to 10 or more unrelated persons that carry on the business of providing finance or investing or dealing in securities in the course of operating in financial markets, (ii) offers to 100 or more investors of a certain type, (iii) offers of listed Notes, (iv) offers via publicly available information sources, or (v) offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods;
- (c) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes (or interests in the Notes) were being, or would later be, acquired, directly or indirectly, by an “associate” of the Issuer, except as permitted by section 128F(5) of the Tax Act (see below); and
- (d) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an “associate” of the Issuer, except as permitted by section 128F(6) of the Tax Act (see below).

An “associate” of the Issuer for the purposes of section 128F of the Tax Act includes:

- (i) a person or entity which holds more than 50% of the voting shares of, or otherwise controls, the Issuer;
- (ii) an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Issuer;
- (iii) a trustee of a trust where the Issuer is capable of benefiting (whether directly or indirectly) under that trust; and
- (iv) a person or entity who is an “associate” of another person or company which is an “associate” of the Issuer under paragraph (i) above.

However, for the purposes of sections 128F(5) and (6) of the Tax Act (see paragraph (c) and (d) above), an “associate” of the Issuer does not include:

- (A) an Australian Noteholder; or
- (B) a Non-Australian Noteholder that is acting in the capacity of:
 - (i) in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or

responsible entity of a registered scheme (for the purposes of the Corporations Act 2001 of Australia); or

- (ii) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (for the purposes of the Corporations Act).

Unless otherwise specified in any relevant Pricing Supplement (or another relevant supplement to this Information Memorandum), the Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Tax Act.

Exemptions under certain double tax conventions

The Australian government has signed new or amended double tax conventions (**Double Tax Treaties**) with a number of countries (each a **Specified Country**). The Double Tax Treaties apply to interest derived by a resident of a Specified Country.

In broad terms, the Double Tax Treaties prevent Australian IWT being imposed on interest derived by:

- (a) the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and/or
- (b) a “financial institution” which is a resident of a Specified Country and which is unrelated to and dealing wholly independently with the Issuer. The term “financial institution” refers to either a bank or other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back to back loan or an economically equivalent arrangement will not qualify for this exemption.

The Australian Federal Treasury maintains a listing of the Double Tax Treaties which provides details of country, status, withholding tax rate limits and Australian domestic implementation. This listing is available to the public on the Federal Treasury’s Department website.

Payments under the Guarantee

It is unclear whether or not any payment by the Guarantor under the Guarantee on account of interest owing by the Issuer in respect of the Notes would be subject to Australian IWT.

The Australian Taxation Office has published a Taxation Determination stating that payments by a guarantor in respect of debentures (such as the Notes) are entitled to the benefit of the exemption contained in section 128F if payments of interest in respect of those debentures by the Issuer are exempt from Australian IWT. However, there is some doubt as to whether the Taxation Determination applies in the context of the Guarantee and whether the reasoning adopted in the Taxation Determination is correct.

If such payments are characterised as “interest” for Australian withholding tax purposes, Australian IWT at a rate of 10% will be payable on payments of interest (as defined in section 128A(1AB) of the Tax Act) by the Guarantor to a Non-Australian Noteholder, unless an exemption is available.

Payment of additional amounts

As set out in more detail in the Conditions for the Notes, if the Issuer is at any time required by law to withhold or deduct an amount in respect of any Australian withholding taxes imposed or levied by the Commonwealth of Australia in respect of the Notes, an additional amount (gross-up payment) is payable by the Issuer to a Noteholder to ensure that the Noteholder is entitled to receive the amount equal to what it would have received if no withholdings or deductions had been required (subject to certain exclusions).

Other tax matters

Under Australian laws as presently in effect:

- (a) *death duties* – Notes should not 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;
- (b) *stamp duty and other taxes* – no ad valorem stamp, issue, registration or similar taxes should be payable in Australia on the issue, transfer or redemption of any Notes;
- (c) *TFN withholding* – withholding tax is imposed (see below in relation to the rate of withholding tax) on the payment of interest on certain registered securities unless the relevant payee has quoted a TFN, (in certain circumstances) an ABN or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Tax Act are satisfied with respect to the Notes, then such withholding should not apply to payments to a Non-Australian Noteholder that is a non-resident of Australia for Australian tax purposes. The rate of withholding tax is currently 47%;

- (d) *additional withholdings from certain payments to non-residents* – the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the Notes will need to be monitored;
- (e) *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring the Issuer to deduct from any payment to a holder of the Notes any amount in respect of Australian tax payable by the holder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and make any deduction required by that direction;
- (f) *supply withholding tax* – payments in respect of the Notes can be made free and clear of any “supply withholding tax” imposed under section 12-190 of Schedule 1 to the Taxation Administration Act; and
- (g) *goods and services tax (GST)* – neither the issue nor receipt of the Notes should give rise to a liability for GST in Australia on the basis that the supply of

Notes should comprise either an input taxed financial supply or (in the case of an offshore subscriber that is a non-resident of Australia) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Notes, should give rise to any GST liability in Australia.

FATCA and Common Reporting Standard

FATCA imposes a reporting regime and a 30% withholding tax with respect to certain payments to (i) any non-US financial institution (a **foreign financial institution**, or **FFI** (as defined by FATCA)) that does not become a **participating FFI** by entering into an agreement with the US Internal Revenue Service (**IRS**) to provide the IRS with certain information in respect of its account holders and investors and is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a US person or should otherwise be treated as holding a "United States Account" of the FFI.

The withholding regime is in effect for certain payments from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) in respect of (1) any Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for US federal tax purposes that are issued on or after the "grandfathering date", which is the date that is six months after the date on which final US Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (2) any Notes characterised as equity or which do not have a fixed term for US federal tax purposes, whenever issued.

FATCA withholding is not expected to apply on payments made before the date that is two years after the date on which final US Treasury regulations defining the term foreign passthru payment are filed with the Federal Register.

If Notes referred to in paragraph (i) above are issued before the grandfathering date, and additional Notes of the same series are issued on or after that date, the additional Notes (and, in certain circumstances, the original Notes if not distinguishable from additional Notes) may not be treated as grandfathered, which may in certain circumstances have negative consequences for the Notes, including a negative impact on market price.

The Australian Government and the US Government have signed an intergovernmental agreement (**Australian IGA**) in respect of FATCA on 28 April 2014. Under the Australian IGA, an FFI may be required to provide the ATO with information on financial accounts (for example, the Notes) held by US persons and recalcitrant account holders. The ATO is required to provide such information to the IRS. Consequently, Noteholders may be requested to provide certain information and certifications to any financial institution through which payments on the Notes are made in order for such financial institutions to comply with their FATCA obligations.

A Reporting Australian Financial Institution under the Australian IGA that complies with its obligations under the Australian IGA will not generally be subject to FATCA

withholding on amounts it receives, and will not generally be required to deduct FATCA withholding from payments it makes with respect to the Notes, other than in certain prescribed circumstances.

In the event that any amount is required to be withheld or deducted from a payment on the Notes as a result of FATCA, pursuant to the terms and conditions of the Notes, no additional amounts will be paid by the Issuer as a result of the deduction or withholding.

Whilst the Notes are held in the Austraclear System, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer or any paying agent, given that each of the entities in the payment chain between the Issuer and the participants in the Austraclear System is a major financial institution whose business is dependent on compliance with FATCA. The documentation expressly contemplates the possibility that the Notes may be taken out of the Austraclear System. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA withholding. However, removal of the Notes from the Austraclear System is only likely in remote circumstances.

FATCA is particularly complex legislation. Prospective investors should consult their own tax advisers to determine how these rules may apply to payments they will receive under the Notes and the impact of the Australian IGA and implementing legislation.

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information in Tax Matters (**CRS**) requires certain financial institutions to report information regarding certain accounts (which may include the Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a Competent Authority Agreement may provide this information to other jurisdictions that have also signed the Competent Authority Agreement. The Australian Government has enacted legislation to give effect to the CRS. The CRS came into effect for Australian financial institutions on 1 July 2017.

5 Other important matters

Documents incorporated by reference

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference. It shall, unless otherwise expressly stated, be read and construed on the basis that such documents form part of this Information Memorandum. Any statement contained in this Information Memorandum shall be modified, replaced or superseded to the extent that a statement contained in any document subsequently incorporated by reference into this Information Memorandum modifies, replaces or supersedes such statement (including whether expressly or by implication or in whole or in part).

No other information, including any information in any document incorporated by reference in a document incorporated herein, is incorporated by reference into this Information Memorandum unless otherwise expressly stated. Any internet site addresses provided in this Information Memorandum are for reference only and, unless expressly stated otherwise, the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

Copies of documents which are incorporated by reference in this Information Memorandum may be obtained as described in section 2 (*The NHFIC and the Guarantee – Documents incorporated by reference*) or from such other person specified in a Pricing Supplement.

Supplementing this document

A Pricing Supplement or a supplement to this Information Memorandum may supplement, amend, modify or replace any statement or information set out in a Pricing Supplement or incorporated by reference in this Information Memorandum or a supplement to this Information Memorandum.

Currency of information

The information contained in this Information Memorandum is prepared as of its Preparation Date. Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it is correct, that any other information supplied in connection with the Programme or the issue of Notes is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer at any time subsequent to the Preparation Date. In particular, the Issuer is not under any obligation to any person to update this Information Memorandum at any time after an issue of Notes.

No authorisation

No person has been authorised to give any information or make any representations not contained in or consistent with this Information Memorandum in connection with the Issuer, the Programme or the issue or sale of the Notes and, if given or made, such information or representation must not be relied on as having been authorised by the Issuer or any Programme Participant Party.

Role of the Programme Participants

Each Programme Participant is acting solely as an arm's length contractual counterparty and not as an advisor or fiduciary. Furthermore, neither the receipt of this Information Memorandum or any Issue Materials by any person nor any other matter shall be deemed to create or give rise to an advisory or fiduciary duty or relationship between the Programme Participant and that person.

The Programme Participant Parties or the funds which they manage or advise or the funds within which they may have a direct or indirect interest, may from time to time have long or short positions in, or buy and sell (on a principal basis or otherwise), or have pecuniary or other interests in, or act as a market maker in, the Notes or securities, derivatives, commodities, futures or options identical or related to the Notes. The Programme Participant Parties may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

The Issuer has agreed to pay fees to the Agents for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the Programme and the offer and sale of Notes.

The Issuer may also pay any Dealer a fee in respect of the Notes subscribed by it, may agree to reimburse any Dealer for certain expenses incurred in connection with the Programme and may indemnify any Dealer against certain liabilities in connection with the offer and sale of Notes.

References to credit ratings

There are references to credit ratings in 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 assigning organisation. Each credit rating should be evaluated independently of any other credit rating.

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 person in respect of whom disclosure is not required under Part 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.

6 Conditions of the Notes

The following are the Conditions which, as supplemented, amended, modified or replaced by an applicable Pricing Supplement, apply to each Note constituted by the Deed Poll (specified in the Pricing Supplement). References to the "Pricing Supplement" in these conditions do not limit the provisions which may be supplemented, amended, modified or replaced by the Pricing Supplement in relation to a particular Series of Notes. Each Noteholder, and each person claiming through or under each such Noteholder, is bound by and is deemed to have notice of, the Information Memorandum, the provisions of the Deed Poll and these Conditions (including any Pricing Supplement).

1 Interpretation

1.1 Definitions

In these Conditions the following expressions have the following meanings:

Additional Amount means an additional amount payable by the Issuer under Condition 11.2 ("Withholding tax");

Agency Agreement means:

- (a) the agreement entitled "The ASX Austraclear Registry and IPA Services Agreement" and dated 27 February 2019 between the Issuer and Austraclear Services Limited (ABN 28 003 284 419); and/or
- (b) any other agreement between the Issuer and an Agent in relation to the establishment and maintenance of a Register and/or the performance of any payment or other duties in connection with any issue of Notes;

Agent means each of the Registrar, the Issuing and Paying Agent, the Calculation Agent and any additional agent appointed under an Agency Agreement, or any of them as the context requires;

Austraclear means Austraclear Ltd (ABN 94 002 060 773);

Austraclear Regulations means the regulations known as the "Austraclear Regulations", together with any instructions or directions, (as amended or replaced from time to time) established by Austraclear to govern the use of the Austraclear System and binding on the participants in that system;

Austraclear System means the clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of that system;

Business Day means:

- (a) a day on which banks are open for general banking business in Sydney, and in each (if any) Relevant Financial Centre specified in the Pricing Supplement (not being a Saturday, Sunday or public holiday in that place); and
- (b) if a Note to be held in a Clearing System is to be issued or a payment is to be made in respect of a Note held in any Clearing System on that day, a day on which each applicable Clearing System in which the relevant Note is lodged is operating;

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following conventions, where specified in the Pricing Supplement in relation to any date applicable to any Note, have the following meanings:

- (a) "**Floating Rate Convention**" means that the date is postponed to the next following day which is a Business Day unless that day falls in the next calendar month, in which event:
 - (i) that date is brought forward to the first preceding day that is a Business Day; and
 - (ii) each subsequent Interest Payment Date is the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the Pricing Supplement after the preceding applicable Interest Payment Date occurred;
- (b) "**Following Business Day Convention**" means that the date is postponed to the first following day that is a Business Day;
- (c) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (d) "**Preceding Business Day Convention**" means that the date is brought forward to the first preceding day that is a Business Day; and

- (e) **"No Adjustment"** means that the relevant date must not be adjusted in accordance with any Business Day Convention.

If no convention is specified in the Pricing Supplement, the Following Business Day Convention applies. Different conventions may be specified in relation to, or apply to, different dates;

Calculation Agent means, in respect of a Note, the person specified in the Pricing Supplement as the party responsible for calculating the Interest Rate and amounts required to be calculated under these Conditions;

Clearing System means:

- (a) the Austraclear System; or
- (b) any other clearing system specified in the Pricing Supplement;

Commonwealth Entity has the meaning given in the Public Governance, Performance and Accountability Act 2013 (Cth);

Conditions means, in relation to a Note, these terms and conditions as amended, supplemented, modified or replaced by the Pricing Supplement applicable to such Note and references to a particular numbered Condition shall be construed accordingly;

Corporations Act means the Corporations Act 2001 (Cth);

Day Count Fraction means, in respect of the calculation of interest on a Note for any period of time ("**Calculation Period**"), the day count fraction specified in the Pricing Supplement and:

- (a) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365; and
- (b) if "**RBA Bond Basis**" or "**Australian Bond Basis**" is so specified, means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
 - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365));

Deed Poll means:

- (a) the deed poll entitled "Note Deed Poll" dated 27 February 2019; and
- (b) such other deed poll that supplements, amends, restates, modifies or replaces the deed poll referred to above, or which is otherwise acknowledged in writing to be a deed poll for the purposes of the Programme,

in each case, executed by the Issuer;

Denomination means the notional face value of a Note specified in the Pricing Supplement;

Event of Default means an event so described in Condition 13 ("Events of Default");

FATCA means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance;
- (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or
- (c) any agreement under the implementation of paragraphs (a) or (b) above, with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction;

Fixed Rate Note means a Note on which interest is calculated at a fixed rate payable in arrear on each date specified in the Pricing Supplement;

Floating Rate Note means a Note on which interest is calculated at a floating rate payable in arrear on each date specified in the Pricing Supplement;

Guarantee means the guarantee provided under section 51 of the National Housing Finance and Investment Corporation Act 2018 (Cth) by the Guarantor;

Guarantor means the Commonwealth of Australia;

Information Memorandum means, in respect of a Note, the information memorandum or other offering document referred to in the Pricing Supplement, in each case, prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of that Note;

Interest Commencement Date means, in respect of a Note, the Issue Date of the Note or any other date so specified in the Pricing Supplement;

Interest Determination Date means each date so specified in, or determined in accordance with, the Pricing Supplement;

Interest Payment Date means each date so specified in, or determined in accordance with, the Pricing Supplement;

Interest Period means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date;

Interest Rate means, in respect of a Note, the interest rate (expressed as a percentage per annum) payable in respect of that Note specified in the Pricing Supplement or calculated or determined in accordance with these Conditions and the Pricing Supplement;

Issue Date means, in respect of a Note, the date on which the Note is, or is to be, issued and as may be specified, or determined, in accordance with, the Pricing Supplement;

Issue Price means the price as set out in the Pricing Supplement;

Issuer means the National Housing Finance and Investment Corporation (ABN 22 498 714 570);

Issuing and Paying Agent means:

- (a) Austraclear Services Limited (ABN 28 003 284 419); and/or
- (b) any other person appointed by the Issuer under an Agency Agreement and specified in the relevant Pricing Supplement to perform issuing and paying agency functions on the Issuer's behalf with respect to a Series or Tranche of Notes;

Margin means the margin specified in, or determined in accordance with, the Pricing Supplement;

Maturity Date means, in respect of a Note, the date so specified in, or determined in accordance with, the Pricing Supplement as the date on which the Note is to be redeemed;

Meeting Provisions means the provisions relating to meetings of Noteholders and set out in the Deed Poll;

Note means each form of bond, note, debt security or debt obligation specified in an applicable Pricing Supplement and issued or to be issued by the Issuer which is constituted by, and owing under, the Deed Poll and the details of which are recorded in, and evidenced by entry in, the Register. References to any particular type of "Note" or "Notes" shall be read and construed accordingly. All references to "Notes" must, unless the context otherwise requires, be read and construed as references to the Notes of a particular Series;

Noteholder means, in respect of a Note, each person whose name is entered in the Register as the holder of that Note;

Offshore Associate means an associate (as defined in section 128F(9) of the Tax Act) that is either:

- (a) a non-resident of Australia for Australian tax purposes which does not acquire the Notes, or receive payments in respect of the Notes, in the course of carrying on a business at or through a permanent establishment in Australia; or
- (b) a resident of Australia for Australian tax purposes that acquires the Notes, or receives payments in respect of the Notes, in the course of carrying on a business at or through a permanent establishment outside Australia,

Partly Paid Note means a Note in relation to which the initial subscription moneys are payable to the Issuer in 2 or more instalments;

Pricing Supplement means, in respect of a Tranche, the supplement specifying the relevant issue details in relation to that Tranche and which may be substantially in the form set out in the Information Memorandum, duly completed and signed by the Issuer;

Programme means the Issuer's uncommitted programme for the issuance of Notes described in the Information Memorandum;

Record Date means 5.00 pm in the place where the Register is maintained on the date which is the 8th calendar day before the payment date or any other date so specified in the Pricing Supplement;

Redemption Amount means, for a Note, the outstanding principal amount as at the date of redemption, and also includes any final instalment and any other amount in the nature of a redemption amount specified in, or determined in accordance with, the Pricing Supplement or these Conditions;

Redemption Date means, in respect of a Note, such date on which the Note is redeemed prior to its Maturity Date in accordance with these Conditions;

Reference Banks means the institutions so described in the Pricing Supplement or, if none, 4 major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

Reference Rate means the rate specified in, or determined in accordance with, the Pricing Supplement;

Register means the register, including any branch register, of Noteholders established and maintained by the Issuer, or by a Registrar on its behalf under an Agency Agreement;

Registrar means:

- (a) Austraclear Services Limited (ABN 28 003 284 419); and/or
- (b) any other person appointed by the Issuer under a relevant Agency Agreement to establish and maintain the Register in respect of a Tranche of Notes on the Issuer's behalf from time to time;

Relevant Financial Centre means Sydney and/or any other centre specified in the Pricing Supplement;

Relevant Screen Page means:

- (a) the page, section or other part of a particular information service specified as the Relevant Screen Page in the Pricing Supplement; or
- (b) any other page, section or other part as may succeed or replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

Relevant Time has the meaning given in the Pricing Supplement;

Security Record has the meaning given in the Austraclear Regulations;

Series means an issue of Notes made up of one or more Tranches all of which form a single Series and are issued on the same Conditions except that the Issue Price, Issue Date and first payment of interest may be different in respect of a different Tranche of a Series;

Specified Office means the office specified in the Information Memorandum or any other address notified to Noteholders from time to time;

Substitute Debtor has the meaning given in Condition 18 ("Substitution");

Tax Act means the Income Tax Assessment Act 1936 (Cth);

Tax Authority means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official, having power to tax to which the Issuer becomes subject in respect of payments made by it of principal or interest in respect of the Notes;

Taxes means taxes, levies, withholdings, deductions, assessments or governmental charges of whatever nature imposed or levied by any Tax Authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the net income of a Noteholder; and

Tranche means an issue of Notes specified as such in the Pricing Supplement issued on the same Issue Date and on the same Conditions.

1.2 General interpretation

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions. Unless the contrary intention appears, a reference in these Conditions to:

- (a) a group of persons (other than the Noteholders) is a reference to any two or more of them jointly and to each of them individually;
- (b) a document (including these Conditions) includes any variation or replacement of it;
- (c) a “**law**” includes common law, principles of equity, decree and any statute or other law made by any parliament (and a statute or other law made by parliament includes any regulation and other instrument under it and any consolidation, amendment, re-enactment or replacement of it);
- (d) a “**directive**” includes a treaty, official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (e) “**Australian dollars**”, “**AUD**” or “**A\$**” are a reference to the lawful currency of Australia;
- (f) a time of day is a reference to Sydney time;
- (g) a “**person**” includes an individual, corporation, company, firm, tribunal, undertaking, association, organisation, partnership, joint venture, trust, limited liability company, unincorporated organisation or government or any agency, instrumentality or political subdivision thereof, in each case whether or not being a separate legal entity;
- (h) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the things is to happen, are not to be counted in calculating that period;
- (j) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (k) the singular includes the plural and vice versa;
- (l) anything (including any amount) is a reference to the whole and each part of it; and
- (m) the words “**including**”, “**for example**” or “**such as**” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 References to particular terms

Unless the contrary intention appears, in these Conditions:

- (a) a reference to an Agency Agreement is a reference to each Agency Agreement applicable to the Notes of the relevant Series;
- (b) a reference to an Agent is a reference to each Agent appointed to act in respect of Notes of the relevant Series;
- (c) a reference to the Deed Poll is a reference to the Deed Poll applicable to the Notes of the relevant Series;
- (d) a reference to a Note is a reference to a Note of a particular Series specified in the Pricing Supplement;
- (e) a reference to a Noteholder is a reference to the holder of Notes of a particular Series;
- (f) a reference to a Pricing Supplement is a reference to the Pricing Supplement applicable to the Notes of the particular Tranche specified in that Pricing Supplement; and
- (g) a reference to a particular date on which a payment is to be made is a reference to that date adjusted in accordance with the applicable Business Day Convention.

1.4 References to principal and interest

Unless the contrary intention appears, in these Conditions:

- (a) any reference to “**principal**” is taken to include the Redemption Amount and any other amount in the nature of principal payable in respect of the Notes under these Conditions;
- (b) the principal amount of a Note issued at a discount is to be taken as at any time to equal the lesser of its Denomination;

- (c) the principal amount of a Partly Paid Note is to be taken to equal its paid up principal amount; and
- (d) any reference to “**interest**” is taken to include any Additional Amounts and any other amount in the nature of interest payable in respect of the Notes under these Conditions.

1.5 Terms defined in Pricing Supplement

Terms which are defined in the Pricing Supplement as having a defined meaning have the same meaning when used in these Conditions but if the Pricing Supplement gives no meaning or specifies that the definition is “Not Applicable”, then that definition is not applicable to the Notes.

2 The Notes

2.1 Programme

- (a) Notes are issued under the Programme.
- (b) Notes are issued in Series. A Series may comprise one or more Tranches having one or more Issue Dates and on conditions otherwise identical (other than, to the extent relevant, in respect of the Issue Price, Issue Date and the first payment of interest).
- (c) The Issuer will issue Notes on the terms set out in these Conditions as supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes. If there is any inconsistency between these Conditions and the Pricing Supplement, the Pricing Supplement prevails.
- (d) A Note is either:
 - (i) a Fixed Rate Note; or
 - (ii) a Floating Rate Note,
 or a combination of the above (or any other type of debt obligation), as specified in the relevant Pricing Supplement.

2.2 Issue and transfer restrictions

Notes may only be offered (directly or indirectly) for issue or transfer, or applications invited for the issue or transfer of Notes, and may only be issued or transferred if:

- (a) where the offer or invitation is made in, or into, Australia:
 - (i) the aggregate consideration payable to the Issuer or the transferor by the relevant subscriber or person acquiring the Notes is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates) or the offer or invitation (including any resulting issue) or transfer does not otherwise require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act; and
 - (ii) the offer or invitation (including any resulting issue) or transfer does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
- (b) at all times, the offer or invitation (including any resulting issue) or transfer complies with all applicable laws and directives in the jurisdiction in which the offer, invitation, issue or transfer takes place.

2.3 Denomination

Notes are issued in the Denomination specified in the Pricing Supplement.

2.4 Currency

Notes will be denominated in Australian dollars or such other currency specified in the Pricing Supplement.

2.5 Clearing Systems

If the Notes are held in a Clearing System, the rights of a person holding an interest in those Notes are subject to the rules and regulations of the Clearing System including any removal, uplift or withdrawal (however described) of the Notes from that Clearing System or other action (including a transfer of the Notes) required by the rules and regulations of the Clearing System. The Issuer is not responsible for anything the Clearing System does or omits to do.

3 Form

3.1 Constitution

- (a) Notes are debt obligations of the Issuer constituted by, and owing under, the Deed Poll and the details of which are recorded in, and evidenced by entry in, the Register.
- (b) Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Deed Poll.

3.2 Form

Notes are issued in registered uncertificated form by entry in the Register.

3.3 No certificates

No certificates in respect of any Notes will be issued to Noteholders unless the Issuer determines that certificates should be available or are required by any applicable law or directive.

4 Status, ranking and Guarantee

4.1 Status and ranking

The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking equally and without preference among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, except for any obligations preferred by law.

4.2 Guarantee

The payment obligations of the Issuer in respect of the Notes are guaranteed by the Guarantor under the Guarantee in accordance with its terms.

5 Title and transfer of Notes

5.1 Title

Title to a Note passes when details of the transfer are entered in the Register.

5.2 Effect of entries in Register

Each entry in the Register in respect of a Note constitutes:

- (a) an irrevocable undertaking by the Issuer to the Noteholder to:
 - (i) pay principal, any interest and any other amounts in accordance with these Conditions; and
 - (ii) otherwise to comply with the Conditions; and
- (b) an entitlement to the other benefits given to Noteholders under these Conditions in respect of the Note.

5.3 Ownership and non-recognition of interests

- (a) Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the absolute owner of such Note subject to correction for fraud or proven error.
- (b) No notice of any trust or other interest in, or claim to, any Note will be entered in a Register. Neither the Issuer nor the relevant Registrar need take notice of any trust or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by any applicable law or directive. This Condition 5.3(b) applies whether or not a Note is overdue.

5.4 Joint holders

Where two or more persons are entered in the Register as the joint holders of a Note then they are taken to hold the Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than 4 persons as joint holders of a Note.

5.5 Transfer

- (a) Noteholders may only transfer Notes in accordance with these Conditions.
- (b) Notes may be transferred in whole but not in part.

5.6 Transfer procedures

- (a) Interests in Notes held in a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System. If a Note is lodged in the Austraclear System, neither the Issuer nor the relevant Registrar will recognise any such interest other than the interest of Austraclear as the Noteholder while that Note is lodged in the Austraclear System.
- (b) Application for the transfer of Notes not held in a Clearing System must be made by the lodgment of a transfer form with the Registrar at its Specified Office. Transfer forms must be in the form available from the Issuer or the Registrar (or such other person as may be specified in a Pricing Supplement) and:
 - (i) each transfer form must be:
 - (A) duly completed and stamped (if applicable);
 - (B) accompanied by any evidence the Registrar may require to establish that the transfer form has been duly executed; and
 - (C) signed by, or on behalf of, both the transferor and the transferee; and
 - (ii) transfers will be registered without charge provided all applicable Taxes have been paid.

5.7 Other provisions applicable to transfers

- (a) Transfers of Notes which are not lodged in a Clearing System cannot be made between a Record Date and the relevant Interest Payment Date if a redemption of such Note is to occur during that period in accordance with these Conditions.
- (b) Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under these Conditions in respect of the transferred Note and the transferee becomes so entitled in accordance with Condition 5.2 ("Effect of entries in Register").
- (c) Notes which are listed on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) will be "non-quoted securities" and will not be transferred through, or registered on, the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) (and will not be "Approved Financial Products" for the purposes of that system).
- (d) A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.
- (e) A transfer of a Note to an unincorporated association is not permitted.
- (f) If a Noteholder transfers some but not all of the Notes it holds and the transfer form does not identify the specific Notes transferred, the relevant Registrar may choose which Notes registered in the name of Noteholder have been transferred. However, the aggregate principal amounts of the Notes registered as transferred must equal the aggregate principal amount of the Notes expressed to be transferred in the transfer form.

5.8 Austraclear as Noteholder

If Austraclear is recorded in the Register as the Noteholder, each person in whose Security Record a Note is recorded is taken to acknowledge in favour of the Issuer, the Registrar and Austraclear that:

- (a) the Registrar's decision to act as the Registrar of that Note is not a recommendation or endorsement by the Registrar or Austraclear in relation to that Note, but only indicates that the Registrar considers that the holding of the Note is compatible with the performance by it of its obligations as Registrar under the Agency Agreement; and
- (b) the Noteholder does not rely on any fact, matter or circumstance contrary to Condition 5.8(a).

6 Fixed Rate Notes

This Condition 6 applies to the Notes only if the Pricing Supplement states that it applies.

6.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate. Interest is payable in arrear on each Interest Payment Date.

6.2 Fixed Coupon Amount

Unless otherwise specified in the Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the preceding Interest Period is the Fixed Coupon Amount specified in the Pricing Supplement.

6.3 Calculation of interest payable

The amount of interest payable in respect of a Fixed Rate Note for any period for which a Fixed Coupon Amount is not specified in the Pricing Supplement is calculated by multiplying the Interest Rate for that period, the outstanding principal amount of the Fixed Rate Note and the applicable Day Count Fraction.

7 Floating Rate Notes

This Condition 7 applies to the Notes only if the Pricing Supplement states that it applies.

7.1 Interest on Floating Rate Notes

Each Floating Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Pricing Supplement, on each date which falls the number of months or other period specified as the “**Specified Period**” in the Pricing Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

7.2 Interest Rate determination

The Interest Rate payable in respect of a Floating Rate Note must be determined by the Calculation Agent in accordance with these Conditions.

7.3 Fallback Interest Rate

Unless otherwise specified in the Pricing Supplement, if, in respect of an Interest Period, the Calculation Agent is unable to determine a rate in accordance with Condition 7.2 (“Interest Rate determination”), the Interest Rate for the Interest Period is the Interest Rate applicable to the Floating Rate Notes during the immediately preceding Interest Period.

7.4 Screen Rate Determination

Where “Screen Rate Determination” is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period is the sum of the Margin and the Screen Rate.

In this Condition, “**Screen Rate**” means, for an Interest Period, the quotation offered for the Reference Rate appearing on the Relevant Screen Page at the Relevant Time on the Interest Determination Date. However:

- (a) if there is more than one offered quotation displayed on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, the “**Screen Rate**” means the rate calculated by the Calculation Agent as the average of the offered quotations. If there are more than five offered quotations, the Calculation Agent must exclude the highest and lowest quotations (or in the case of equality, one of the highest and one of the lowest quotations) from its calculation;
- (b) if an offered quotation is not displayed by the Relevant Time on the Interest Determination Date or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, the “**Screen Rate**” means:
 - (i) the rate the Calculation Agent calculates as the average mean of the Reference Rates that each Reference Bank quoted to the leading banks in the Relevant Financial Centre specified in the Pricing Supplement at the Relevant Time on the Interest Determination Date; or
 - (ii) where the Calculation Agent is unable to calculate a rate under paragraph (i) because it is unable to obtain at least two quotes, the rate the Calculation Agent calculates as the average of the rates (being the nearest equivalent to the Reference Rate) quoted by two or more banks chosen by the Calculation Agent in the Relevant Financial Centre at approximately the Relevant Time on the Interest Determination Date for a period equivalent to the Interest Period to leading banks carrying on business in the Relevant Financial Centre in good faith; or
- (c) if the Pricing Supplement specifies an alternative method for the determination of the Screen Rate Determination, then that alternative method applies.

7.5 BBSW Rate Determination

Where "BBSW Rate Determination" is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the BBSW Rate.

In this Condition, "**BBSW Rate**" means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on the Reuters Screen BBSW Page (or any designation which replaces that designation on that page, or any replacement page) at approximately 10.15 am (or such other time at which such rate customarily appears on that page) on the first day of that Interest Period. However, if such rate does not appear on the Reuters Screen BBSW Page (or any replacement page) by 10.30 am on that day (or such other time that is 15 minutes after the then prevailing time), or if it does appear but the Calculation Agent determines that there is an obvious error in that rate, "**BBSW Rate**" means the rate determined by the Calculation Agent having regard to comparable indices then available. The rate calculated or determined by the Calculation Agent will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001%).

7.6 Interpolation

If the Pricing Supplement states that "Linear Interpolation" applies to an Interest Period, the Interest Rate for that Interest Period is determined through the use of straight line interpolation by reference to two Screen Rates, BBSW Rates or other floating rates specified in the Pricing Supplement.

The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

8 General provisions applicable to interest

8.1 Maximum or Minimum Interest Rate

If the Pricing Supplement specifies a "Maximum Interest Rate" or "Minimum Interest Rate" for any Interest Period, the Interest Rate for the Interest Period must not be greater than the maximum, or be less than the minimum, so specified. If no rate is specified, the Minimum Interest Rate shall be zero.

8.2 Calculation of Interest Rate and interest payable

- (a) The Calculation Agent must, in relation to each Interest Period for each Floating Rate Note:
 - (i) calculate the Interest Rate in accordance with these Conditions and the Pricing Supplement; and
 - (ii) as soon as practicable after determining the Interest Rate, calculate the amount of interest payable for the Interest Period in respect of the outstanding principal amount of that Note.
- (b) Unless otherwise specified in the Pricing Supplement, the amount of interest payable is calculated by multiplying the product of the Interest Rate for the Interest Period and the outstanding principal amount of the Note by the applicable Day Count Fraction.
- (c) The rate determined by the Calculation Agent must be expressed as a percentage rate per annum.

8.3 Calculation of other amounts

If the Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent must, as soon as practicable after the time at which that amount is to be determined, calculate the amount in the manner specified in the Pricing Supplement.

8.4 Notification of Interest Rate, interest payable and other items

- (a) The Calculation Agent must notify the Issuer, the Registrar, the Noteholders, each other Agent and any stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded of:
 - (i) each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the Interest Payment Date; and
 - (ii) any amendment to any amount, item or date referred to in paragraph (i) arising from any extension or reduction in any Interest Period or calculation period.
- (b) The Calculation Agent must give notice under this Condition 8.4 as soon as practicable after it makes its

determination. However, it must give notice of each Interest Rate, the amount of interest payable and each Interest Payment Date by the fourth day of the Interest Period.

- (c) The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Registrar, the Noteholders, each other Agent and each stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded after doing so.

8.5 Determination final

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it under these Conditions is, in the absence of manifest or proven error, final and binding on the Issuer, the Registrar, each Noteholder and each other Agent.

8.6 Rounding

For the purposes of any calculations required under these Conditions (unless otherwise specified in these Conditions or in the Pricing Supplement):

- (a) all percentages resulting from those calculations must be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005% being rounded up to 0.00001%);
- (b) all figures resulting from those calculations must be rounded to five decimal places (with 0.000005 being rounded up to 0.00001); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to:
 - (i) in the case of Australian dollars, one cent; and
 - (ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.

9 Redemption and purchase

9.1 Scheduled maturity

Each Note is redeemable by the Issuer on the Maturity Date at its Redemption Amount unless:

- (a) the Note has been previously redeemed; or
- (b) the Note has been purchased and cancelled.

9.2 Partly Paid Notes

Each Partly Paid Note is redeemable on the Maturity Date in accordance with the Conditions and Pricing Supplement.

9.3 Early redemption for taxation reasons

The Issuer may redeem all (but not some) of the Notes of a Series before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the Redemption Date if, as a result of any change in or amendment to the laws or directives of the Commonwealth of Australia or of any political subdivision thereof or any authority or agency therein or thereof having power to tax, or in the interpretation or administration of any such laws or directives which becomes effective on or after the Issue Date, the Issuer is required under Condition 11.2 ("Withholding tax") to increase the amount of a payment in respect of a Note and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

However, the Issuer may only do so if:

- (a) prior to the publication of any notice of redemption for taxation reasons, the Issuer shall deliver to the Registrar a certificate signed by two duly authorised officers of the Issuer, as the case may be, on behalf of the Issuer, as the case may be, stating that the Issuer is entitled to effect such redemption for taxation reasons 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 the Issuer or the Guarantor, as the case may be, has or will become obliged to pay such additional amounts as a result of such change or amendment;
- (b) the Issuer has given at least 30 days and no more than 60 days (or any other period specified in the Pricing Supplement) notice to the Registrar, the Noteholders, each other Agent and any stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded;
- (c) in the case of Fixed Rate Notes, no notice of redemption is given earlier than 90 days before the earliest

date on which the Issuer would be obliged to pay Additional Amounts; and

- (d) in the case of Floating Rate Notes:
 - (i) the proposed Redemption Date is an Interest Payment Date; and
 - (ii) the notice of redemption is given at least 30 days and not more than 60 days before the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay Additional Amounts.

9.4 Early redemption at the option of Noteholders (Noteholder put)

This Condition 9.4 applies to the Notes only if the Pricing Supplement states that it applies.

If the relevant Pricing Supplement states that a Noteholder may require the Issuer to redeem all or some of the Notes of a Series held by that Noteholder before their Maturity Date under this Condition 9.4, the Issuer must redeem the Notes specified by the Noteholder at the Redemption Amount and any interest accrued on it to (but excluding) the Redemption Date if the following conditions are satisfied:

- (a) the amount of Notes to be redeemed is a multiple of their Denomination;
- (b) the Noteholder has given not less than 45 days' notice (or any other notice period specified in the Pricing Supplement), to the Issuer and the Registrar by delivering to the Specified Office of the Registrar during normal business hours a completed and signed redemption notice in the form obtainable from the Specified Office of the Registrar together with any evidence the Registrar may require to establish title of the Noteholder to the Note;
- (c) the notice referred to in Condition 9.4(b) specifies an account in the country of the currency in which the Note is denominated to which the payment should be made or an address to where a cheque for payment should be sent;
- (d) the Redemption Date is an "Early Redemption Date (Put)" specified in the Pricing Supplement; and
- (e) any other relevant condition specified in the Pricing Supplement is satisfied.

A Noteholder may not require the Issuer to redeem any Note under this Condition 9.4 if the Issuer has given notice that it will redeem that Note under Condition 9.3 ("Early redemption for taxation reasons") or Condition 9.5 ("Early redemption at the option of the Issuer (Issuer call)").

9.5 Early redemption at the option of the Issuer (Issuer call)

This Condition 9.5 applies to the Notes only if the Pricing Supplement states that it applies.

If the Pricing Supplement states that the Issuer may redeem all or some of the Notes of a Series before their Maturity Date under this Condition, the Issuer may redeem so many of the Notes specified in the Pricing Supplement at the Redemption Amount and any interest accrued on it to (but excluding) the Redemption Date.

However, the Issuer may only do so if:

- (a) the amount of Notes to be redeemed is, or is a multiple of, their Denomination;
- (b) the Issuer has given not less than 30 days' (or such lesser period specified in the Pricing Supplement) notice to the Registrar, the Noteholders, each other Agent and any stock or securities exchange or other relevant authority on which the Notes are listed;
- (c) the proposed Redemption Date is an "Early Redemption Date (Call)" specified in the Pricing Supplement; and
- (d) any other relevant condition specified in the Pricing Supplement is satisfied.

9.6 Partial redemptions

If only some of the Notes are to be redeemed under Condition 9.5 ("Early redemption at the option of the Issuer (Issuer call)"), the Notes to be redeemed must be specified in the notice and selected:

- (a) in a fair and reasonable manner under the circumstances of the proposed redemption and having regard to prevailing market practice; and
- (b) in compliance with any applicable law, directive or requirement of any applicable Clearing System and stock or securities exchange or other relevant authority on which the Notes are listed.

9.7 Effect of notice of redemption

Any notice of redemption given by the Issuer or a Noteholder under this Condition 9 (“Redemption and purchase”) is irrevocable.

9.8 Late payment

If an amount is not paid under this Condition 9 (“Redemption and purchase”) when due, then interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Noteholder.

9.9 Purchase

The Issuer and any of its subsidiaries or affiliates may at any time purchase Notes in the open market or otherwise and at any price. Such Notes may be held, reissued, resold, or at the option of such purchaser, cancelled by notice to the Registrar. Purchases may be made by tender offers or in any other manner at the discretion of the purchasers, in each case, subject to compliance with any applicable law, directive or requirement of any stock or securities exchange or other relevant authority on which the Notes are listed.

10 Payments**10.1 Payment of principal and interest**

Payments of principal and interest in respect of a Note will be made to each person registered at the close of business on the Record Date as the holder of that Note (or the first person to be registered in the case of joint holders).

10.2 Payments to accounts

Payments in respect of the Note will be made in Australia, unless prohibited by law, and:

- (a) if the Note is held in the Austraclear System, by crediting on the payment date, the amount due to:
 - (i) the account of Austraclear (as the Noteholder) in Australia previously notified to the Issuer and the Registrar; or
 - (ii) if requested by Austraclear, the accounts in Australia of the persons in whose Security Record a Note is recorded as previously notified by Austraclear to the Issuer and the Registrar in accordance with Austraclear Regulations; and
- (b) if the Note is not held in the Austraclear System, by crediting on the payment date, the amount then due under each Note to an account in the relevant jurisdiction or financial centre for the currency in which the payment is made previously notified by the Noteholder to the Issuer and the Registrar.

If a payment in respect of the Note is prohibited by law from being made in Australia, such payment will be made in an international financial centre for the account of the relevant payee, and on the basis that the relevant amounts are paid in immediately available funds, freely transferable at the order of the payee.

10.3 Payments by cheque

If the Noteholder has not notified the Registrar of an account to which payments to it must be made by the close of business on the Record Date, payments in respect of the Note will be made in the relevant jurisdiction or financial centre for the currency in which the payment is made by cheque drawn on a bank in that jurisdiction or financial centre sent by prepaid post on, or on the Business Day immediately before, the payment date, at the risk of the registered Noteholder, to the Noteholder (or to the first named joint holder of the Note) at its address appearing in the Register at the close of business on the Record Date. Cheques sent to the nominated address of a Noteholder are taken to have been received by the Noteholder on the payment date and, no further amount is payable by the Issuer in respect of the Notes as a result of the Noteholder not receiving payment on the due date.

10.4 Payments subject to law

All payments are subject in all cases to:

- (a) any applicable fiscal or other laws and directives in any jurisdiction but without prejudice to the provisions of Condition 11 (“Taxation”); and
- (b) any withholding or deduction required pursuant to FATCA.

10.5 Payments on Business Days

If a payment is due on a day which is not a Business Day then the due date for payment is adjusted in accordance with the applicable Business Day Convention. The Noteholder is not entitled to any additional payment in respect of such delay.

10.6 Currency of account

The Issuer waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is due.

11 Taxation**11.1 No set-off, counterclaim or deductions**

All payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future Taxes unless such withholding or deduction is required by law.

11.2 Withholding tax

Subject to Condition 11.3 ("Withholding tax exemptions"), if a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of the Notes such that the Noteholder would not actually receive on the due date the full amount provided for under the Notes, then:

- (a) the Issuer agrees to deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and
- (b) if the amount deducted or withheld is in respect of Taxes imposed by the Commonwealth of Australia or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer will pay such additional amounts so that, after making the deduction and further deductions applicable to additional amounts payable under the Conditions, each Noteholder is entitled to receive (at the time of payment is due) the amount it would have received if no deductions or withholdings had been required to be made.

11.3 Withholding tax exemptions

No Additional Amounts shall be payable under Condition 11.2 ("Withholding tax") on any Note, with respect to any taxes, duties or governmental charges:

- (a) to, or to a third party on behalf of, a person who is liable to such Taxes in respect of such Note by reason of the person having some connection with the Commonwealth of Australia other than the mere holding of such Note or receipt of payment in respect of the Note provided that a person shall not be regarded as having a connection with Australia for the reason that the person is a resident of Australia within the meaning of the Tax Act where, and to the extent that, such taxes are payable by reason of section 128B(2A) of the Tax Act;
- (b) which are imposed on, or calculated having regard to, the net income of the Noteholder;
- (c) to, or to a third party on behalf of, a person who could lawfully avoid (but has not so avoided) such Taxes 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 case for exemption to any tax authority;
- (d) which Note is presented for payment (if presentation is required) more than 30 days after the relevant payment date except to the extent that the person thereof would have been entitled to an Additional Amount on presenting the same for payment (to the extent that presentation is required), or otherwise arranging to receive payment, on the thirtieth such day;
- (e) to, or to a third party on behalf of, a person who is an Offshore Associate of the Issuer and not acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act;
- (f) to, or to a third party on behalf of, an Australian resident person or a non-resident person carrying on business in Australia at or through a permanent establishment of the non-resident in Australia, if the person has not supplied an appropriate Tax File Number, Australian Business Number or other exemption details (in each case, if applicable);
- (g) where such withholding or deduction is required to be made pursuant to a notice or direction issued by the Commissioner of Taxation under section 255 of the Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 (Cth) or any similar law;
- (h) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment

or governmental charge;

- (i) to a person that is not the beneficial owner of such Note, to the extent that the beneficial owner thereof would not have been entitled to the payment of such Additional Amounts had such beneficial owner been the holder of such Note;
- (j) for, or on account of, a withholding or deduction with respect to FATCA (as deducted by Issuer, an Agent or any other party);
- (k) in respect of any combination of any or all of paragraphs (a) to (j) above; or
- (l) in such other circumstances as may be specified in the Pricing Supplement.

Notwithstanding any other provision of these Conditions, the Issuer, the Guarantor (if applicable) or any other person making payments on behalf of the Issuer shall be entitled to deduct and withhold as required, and shall not be required to pay any Additional Amounts with respect to any such withholding or deduction imposed on or in respect of any Note, pursuant to FATCA.

12 Time limit for claims

A claim against the Issuer for a payment under a Note is void unless made within 5 years from the date on which payment first became due.

13 Events of Default

13.1 Events of Default

Any of the following events will constitute an Event of Default in respect of a Series:

- (a) **(non-payment)** default has been made for a period of 30 days or more in the payment of interest on, or 15 days or more in the payment of principal of, the Notes of that Series or any of them, and in each case payment is not made within a period of 7 Business Days following the service by any Noteholder of notice of non-payment on the Issuer requiring the payment to be made, which notice of non-payment may be served at any time after the relevant payment has become due and payable;
- (b) **(other obligation)** the Issuer has been in default in the performance of any other obligation under the Notes of that Series for 30 days after service by any Noteholder of notice requiring the same to be made good;
- (c) **(Guarantee)** the Guarantor ceases to guarantee the repayment by the Issuer of money that is, or may at any time become, payable by the Issuer to persons other than the Guarantor, in respect of the Notes of that Series; or
- (d) **(business dissolved)** there is made any government order, decree or enactment the effect of which is to dissolve the Issuer (otherwise than for the purposes of a merger, reconstruction or amalgamation pursuant to which a new entity assumes all the obligations of the Issuer in respect of the Notes of that Series and becomes the Issuer of the Notes).

13.2 Consequences of an Event of Default

If an Event of Default is subsisting, any Noteholder may, by written notice to the Issuer, effective upon the date of receipt by the Issuer, declare such Notes held by that Noteholder to be immediately due and payable whereupon such Notes shall become immediately due and payable at their Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind, unless prior to such time the Event of Default has been cured.

13.3 Notification

If an Event of Default occurs, the Issuer must promptly after becoming aware of it notify the Registrar of the occurrence of the event (specifying details of it) and use its reasonable endeavours to ensure that the Registrar promptly notifies the Noteholders, each other Agent and any stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded of the occurrence of the event.

14 Agents

- (a) In acting under an Agency Agreement, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any Noteholder.
- (b) Each initial Agent for a Series of Notes is specified in the Pricing Supplement. Subject to Condition 14(d), the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor.

- (c) Notice of any change of an Agent or its Specified Offices must promptly be given to the Noteholders by the Issuer or the Agent on its behalf.
- (d) The Issuer must, in respect of each Series of Notes:
 - (i) at all times maintain a Registrar; and
 - (ii) if a Calculation Agent is specified in the Pricing Supplement, at all times maintain a Calculation Agent.

15 Meetings of Noteholders

The Meeting Provisions contain provisions (which have effect as if incorporated in these Conditions) for convening meetings of the Noteholders of any Series to consider any matter affecting their interests, including any variation of these Conditions.

16 Variation

16.1 Variation with consent

Unless Condition 16.2 (“Variation without consent”) applies, any Condition may be varied by the Issuer in accordance with the Meeting Provisions.

16.2 Variation without consent

Any Condition may be amended by the Issuer without the consent of the Noteholders if the amendment:

- (a) is of a minor, formal, administrative or technical nature;
- (b) is made to correct a manifest or proven error;
- (c) is made to comply with the requirements or a modification of the requirements of any applicable law or directive;
- (d) is necessary for the purposes of obtaining or maintaining a listing or quotation of any Notes on any stock or securities exchange;
- (e) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision and, in the reasonable opinion of the Issuer, is not materially prejudicial to the interests of the Noteholders; or
- (f) only applies to Notes issued by it after the date of amendment,

and, in any such case, the Issuer is of the opinion that such amendment will not be materially prejudicial to the interests of Noteholders generally.

17 Further issues

The Issuer may from time to time, without the consent of the Noteholders, create and issue further Notes having the same Conditions as the Notes of any Series in all respects (or in all respects except for the Issue Price, Issue Date and the first payment of interest) so as to form a single series with the Notes of that Series.

18 Substitution

- (a) The Issuer may, without the consent of the Noteholders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer the Guarantor or a Commonwealth Entity, as principal debtor in respect of all obligations arising under or in connection with the Notes (“**Substitute Debtor**”) provided that:
 - (i) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
 - (ii) the Notes continue to have the benefit of the Guarantee upon the Substitute Debtor assuming all obligations of the Issuer in respect of the Notes except where the Substitute Debtor is the Guarantor; and
 - (iii) there shall have been delivered to the Registrar an opinion or opinions of lawyers of recognised standing to the effect that Conditions 18(a)(i) and (ii) have been satisfied.
- (b) Notice of any substitution to be made under this Condition 18 shall be given in accordance with Condition 19 (“Notices”).
- (c) In the event of any substitution being made under this Condition 18, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor.

19 Notices

19.1 To Noteholders

All notices and other communications to Noteholders must be in writing. Any such notice or other communication may be given by any of the following means:

- (a) an advertisement published in the *Australian Financial Review* or *The Australian*;
- (b) if the Pricing Supplement specifies an additional or alternate newspaper, given by an advertisement published in that newspaper;
- (c) prepaid post (airmail, if posted from a place outside Australia) to the address of the Noteholder as shown in the Register at the close of business 3 Business Days prior to the dispatch of the notice or communication); or
- (d) if such notice or other communication (including by email) is to, or from, Austraclear or a participant of the Austraclear System, in accordance with the Austraclear Regulations.

19.2 To the Issuer and the Agents

All notices and other communications to the Issuer or an Agent must be in writing and may be left at the address of, or sent by prepaid post (airmail, if appropriate) to, its respective Specified Office as specified:

- (a) in the Information Memorandum; or
- (b) as otherwise notified to the Noteholders from time to time.

19.3 Effective on receipt

Unless a later time is specified in it, a notice, approval, consent or other communication takes effect from the time it is under Condition 19.4 ("Proof of receipt"), except that if it is received under that Condition after 5.00 pm in the place of receipt or on a non-Business Day in that place, it is to be taken to be received at 9.00 am on the next succeeding Business Day in that place.

19.4 Proof of receipt

Subject to Condition 19.3 ("Effective on receipt"), proof of posting a letter, sending of an email or publication of a notice is proof of receipt:

- (a) in the case of a letter, on the third (seventh if outside Australia) day after posting;
- (b) in the case of an email, at the time the sender receives an automated message confirming delivery or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; and
- (c) in the case of publication in a newspaper, on the date of such publication; and

20 Governing law, jurisdiction and service of process

20.1 Governing law

The Notes are governed by, and construed in accordance with, the law in force in New South Wales.

20.2 Jurisdiction

The Issuer irrevocably and unconditionally submits, and each Noteholder is taken to have submitted, to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The Issuer waives any right it has to object to any suit, action or proceedings ("**Proceedings**") being brought in those courts including by claiming that the Proceedings have been brought in an inconvenient forum or that those courts do not have jurisdiction.

7 Form of Pricing Supplement

The Pricing Supplement to be issued in respect of each tranche of Notes will be substantially in the form set out below.

Pricing Supplement

National Housing Finance and Investment Corporation Debt Issuance Programme

Guaranteed by the Commonwealth of Australia



[Currency and Aggregate Principal Amount of Notes][Title of Notes] due [●] (Notes)

Series no.: [●]
Tranche no.: [●]

The date of this Pricing Supplement is [●].

This Pricing Supplement (as referred to in the Information Memorandum dated [●] (**Information Memorandum**) issued by the Issuer) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with, the terms and conditions of the Notes contained in the Information Memorandum (**Conditions**), the Information Memorandum and the Note Deed Poll dated [●] made by the Issuer. Unless otherwise indicated, terms defined in the Conditions have the same meaning in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

[Notification under section 309B(1)(C) of the Securities and Futures Act (Chapter 289) of Singapore (“Securities and Futures Act”) – In connection with section 309B of the Securities and Futures Act and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (“CMP Regulations”), the Issuer has determined the classification of the Notes as “prescribed capital markets products” (as defined in the CMP Regulations) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

[MiFID II Product Governance / Professional Investors and Eligible Counterparties Only Target Market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties and professional clients only, each defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

- | | | | |
|---|-------------------------|---|--|
| 1 | Issuer | : | National Housing Finance and Investment Corporation |
| 2 | Guarantor | : | The Commonwealth of Australia |
| 3 | Type of Notes | : | [Fixed Rate Notes / Floating Rate Notes / <i>specify other</i>]

[The Notes are [Social] Bonds, as described in the Information Memorandum and with further disclosure detailed by this Pricing Supplement] |
| 4 | Method of Distribution | : | [Private / Syndicated] Issue |
| 5 | [Joint] Lead Manager[s] | : | [Specify] |
| 6 | Dealer[s] | : | [Specify] |

- 7 Registrar : [Austraclear Services Limited (ABN 28 003 284 419) / *specify other*]
- 8 Issuing and Paying Agent : [Austraclear Services Limited (ABN 28 003 284 419) / *specify other*]
- 9 Calculation Agent : [Not Applicable / [●] (ABN [●])]
- 10 Series Details : [Not Applicable / *specify if Tranche is to form a single Series with an existing Series, specify date on which all Notes of the Series become fungible (if no specific future date, specify the Issue Date)*]
- 11 Principal Amount of Tranche : [Specify]
- 12 Issue Date : [Specify]
- 13 Issue Price : [Specify]
- 14 Currency : [A\$ / *specify other*]
- 15 Denomination[s] : [Specify]
- 16 Maturity Date : [Specify (in the case of an amortising Notes, insert the date on which the last instalment of principal is payable)]
- 17 Condition 6 (Fixed Rate Notes) : [Applicable / Not Applicable]
[If "Not Applicable", delete following Fixed Rate provisions]
- Fixed Coupon Amount : [Not Applicable / Specify]
- Interest Rate : [Specify]
- Interest Commencement Date : [Issue Date / *specify*]
- Interest Payment Dates : [Specify]
- Business Day Convention : [Following Business Day Convention / Preceding Business Day Convention / No Adjustment / *specify other*]
- Day Count Fraction : [RBA Bond Basis / *specify other*]
- 18 Condition 7 (Floating Rate Notes) : [Applicable / Not Applicable]
[If "Not Applicable", delete following Floating Rate provisions]
- Interest Commencement Date : [Issue Date / *specify*]
- Interest Rate : [Specify method of calculation]
- Margin : [Specify (state if positive or negative)]
- Interest Payment Dates : [Specify dates or the Specified Period]
- Business Day Convention : [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment / *specify other*]
- Day Count Fraction : [Actual/365 (Fixed) / *specify other*]
- Fallback Interest Rate : [Specify / Not Applicable]
- Interest Rate Determination : [Screen Rate Determination / BBSW Rate Determination]
- [If Screen Rate Determination applies, specify the following (otherwise delete provisions)]*
- Relevant Screen Page : [Specify]
- Relevant Time : [Specify]
- Reference Rate : [Specify]
- Reference Banks : [Specify]
- Interest Determination Date : [Specify]

[If BBSW Rate Determination applies, specify the following (otherwise delete provisions)]

- | | | | |
|----|--|---|--|
| | BBSW Rate | : | [As per Condition 7.5 / <i>specify any variation to the Conditions</i>] |
| | Maximum and Minimum Interest Rate | : | [Not Applicable / <i>specify</i>] |
| | Default Rate | : | [<i>Specify (In the case of interest-bearing Notes, specify rate of interest applying to overdue amounts (if different to usual Interest Rate))</i>] |
| | Rounding | : | [As per Condition 8.6 / <i>specify other</i>] |
| | Relevant Financial Centre | : | [Applicable / Not Applicable] |
| | Linear Interpolation | : | [Applicable / Not Applicable]
<i>[If applicable, provide details]</i> |
| 20 | Partly Paid Note provisions | : | [Applicable / Not Applicable]
<i>[If applicable, provide details]</i> |
| 19 | Condition 9.4 (Noteholder put) | : | [Not Applicable / Applicable, the Notes are redeemable before their Maturity Date at the option of the Noteholders under Condition 9.4]
<i>[If "Not Applicable", delete following Noteholder put provisions]</i> |
| | Early Redemption Date(s) (Put) | : | [<i>Specify</i>] |
| | Minimum / maximum notice period for exercise of Noteholder put | : | [<i>Specify</i>] |
| | Relevant conditions to exercise of Noteholder put | : | [<i>Specify</i>] |
| | Redemption Amount | : | [<i>Specify</i>] |
| 20 | Condition 9.5 (Issuer call) | : | [Not Applicable / Applicable, the Notes are redeemable before their Maturity Date at the option of the Issuer]
<i>[If "Not applicable", delete following Issuer call provisions]</i> |
| | Early Redemption Date(s) (Call) | : | [<i>Specify</i>] |
| | Minimum / maximum notice period for exercise of Issuer call | : | [<i>Specify</i>] |
| | Relevant conditions to exercise of Issuer call | : | [<i>Specify</i>] |
| | Redemption Amount | : | [<i>Specify</i>] |
| 21 | Minimum / maximum notice period for early redemption for taxation purposes | : | [As per Condition 9.3 / <i>specify</i>] |
| 22 | Additional Conditions | : | [<i>Specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included</i>] |
| 23 | Clearing system | : | [Austraclear System

<i>Interests in the Notes may be held through Euroclear Bank S.A./N.V. ("Euroclear") or Clearstream Banking, société anonyme ("Clearstream"). In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Notes in Clearstream would be held in the Austraclear System by a nominee of JPMorgan Chase Bank, N.A. as custodian for Clearstream.]</i> |
| 24 | ISIN | : | [<i>Specify</i>] |
| 25 | [Common Code] | : | [<i>Specify (otherwise delete)</i>] |

- 26 [Selling Restrictions] : [Specify any variation to the selling restrictions set out in the Information Memorandum]
- 27 Listing : [Not Applicable / An application has been made for the Notes to be listed on the Australian Securities Exchange as non-quoted securities (wholesale) / specify details of other listing or quotation on a relevant stock or securities exchange or quotation system]
- 28 [Use of proceeds] : [The Issuer intends to allocate the net proceeds of the issuance of the Notes towards financing, or refinancing a portfolio (the “**Portfolio**”) of projects and assets that meet the eligibility requirements for [Social] Bonds set out in the Sustainability Bond Framework [and which also support and contribute towards meeting the United Nations Sustainable Development Goals (SDGs)].]
- [Specify any additional disclosure on the Portfolio or any other intended use of proceeds]
- 29 Credit ratings : The Issuer is rated “AAA” (long term) / “A-1” (short-term) by S&P Global Ratings.
- A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.*
- Credit ratings are for distribution only to a person who is (a) 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) 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 Pricing Supplement and anyone who receives this Pricing Supplement must not distribute it to any person who is not entitled to receive it.*

The Issuer accepts responsibility for the information contained in this Pricing Supplement and confirms that the issuance of the Notes has been duly authorised by the NHFIC Board.

Confirmed

For and on behalf of
National Housing Finance and Investment Corporation

By:

ABN	Australian Business Number.
AFSL	Australian financial services licence.
Agents	Each Registrar, Issuing and Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Tranche or Series of Notes (details of such appointment may be set out in the relevant Pricing Supplement).
AHBA	Affordable Housing Bond Aggregator business operated by the Issuer.
ASIC	Australian Securities and Investments Commission.
Assessment Agency	A third-party engaged by the Issuer to assess the compliance with or alignment by the Issuer with the Sustainability Bond Framework in connection with a Social Bond issuance.
ASX	Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691).
Austraclear	Austraclear Ltd (ABN 94 002 060 773).
Austraclear System	The clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of that system.
Calculation Agent	Each person described in section 1 (<i>Programme summary</i>).
CHESS	Clearing House Electronic Sub-Register System operated by ASX Settlement Pty Limited (ABN 49 008 504 532).
CHP	A registered community housing provider as defined for the purposes of the NHFIC Act.
Clearstream, Luxembourg	The clearing and settlement system operated by Clearstream Banking S.A.
Commonwealth Entity	As defined under the PGPA Act.
Conditions	The terms and conditions applicable to the Notes, as set out in section 6 (<i>Conditions of the Notes</i>), which may be supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes.
Corporations Act	Corporations Act 2001 (Cth).
Dealer	Each person listed in the <i>Directory</i> .
Dealer Common Terms	Dealer Common Terms dated 27 February 2019 entered into by the Issuer and the initial Dealers, as amended or supplemented from time to time.
Deed Poll	For any Notes, the deed poll executed by the Issuer and specified in an applicable Pricing Supplement. The Issuer has executed a Note Deed Poll dated 27 February 2019, which may be so specified.
Euroclear	The clearing and settlement system operated by Euroclear Bank S.A./N.V.
FATCA	The Foreign Account Tax Compliance Act provisions of the US Hiring Incentives to Restore Employment Act and the US Treasury regulations promulgated thereunder, and including sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (or any amended or successor version of such sections).
Finance Minister	The Minister of State of the Commonwealth of Australia who administers the PGPA Act.
Financial Instruments and Exchange Act	Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948) (as amended).
FSMA	Financial Services and Markets Act 2000 (UK).
GST	Goods and services tax.
Guarantee	The guarantee given by the Guarantor pursuant to the NHFIC Act.
Guarantor	The Commonwealth of Australia.
ICMA	International Capital Market Association.
ICMA Green Bond Principles	The Green Bond Principles (GBP) published by ICMA.

ICMA Social Bond Principles	The Social Bond Principles (SBP) published by ICMA.
ICMA Sustainability Bond Guidelines	The Sustainability Bond Guidelines (SBG) published by ICMA.
Information Memorandum	This information memorandum, and any other document incorporated by reference in it, and any of them individually.
Investment Mandate	National Housing Finance and Investment Corporation Investment Mandate Direction 2018 (Cth) (or any replacement of it).
Issue Date	In respect of a Note, the date on which the Note is, or is to be, issued and as may be specified, or determined, in accordance with, the Pricing Supplement.
Issue Materials	For any Notes, the relevant Pricing Supplement and advertisement or other offering material issued by the Issuer in relation to those Notes.
Issue Price	The price as set out in the Pricing Supplement.
Issuer or NHFIC	National Housing Finance and Investment Corporation.
Issuing and Paying Agent	Each person specified in section 1 (<i>Programme summary</i>).
IWT	Interest withholding tax.
MiFID II	Directive 2014/65/EU (as amended).
NHFIC Act	National Housing Finance and Investment Corporation Act 2018 (Cth).
NHIF	National Housing Infrastructure Fund operated and administered by the Issuer.
Noteholder	For a Note, each person whose name is entered in the Register as the holder of that Note.
Notes	Collectively, medium term notes and other debt securities issued by the Issuer under the Programme (see the full definition set out in Condition 1.1 ("Definitions")).
PGPA Act	Public Governance, Performance and Accountability Act 2013 (Cth).
Preparation Date	In relation to (1) this Information Memorandum, the date indicated on its face or, if this Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement, (2) annual reports and any financial statements incorporated in this Information Memorandum, the date up to, or as at, the date on which such annual reports and financial statements relate, and (3) 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 or effectiveness.
Pricing Supplement	A pricing supplement and/or another supplement to this Information Memorandum to be issued for each Tranche or Series of Notes. The form of Pricing Supplement is set out in section 7 (<i>Form of Pricing Supplement</i>).
Programme	The Issuer's debt issuance programme described in this Information Memorandum.
Programme Participant	Each Dealer and each Agent.
Programme Participant Information	Information concerning the legal or marketing name, ABN, AFSL number, address, facsimile number, telephone number, email address and/or contact person for a Programme Participant which is set out in section 1 (<i>Programme summary</i>) or in the <i>Directory</i> .
Programme Participant Party	Each Programme Participant and each of their respective affiliates, related entities, partners, directors, officers and employees.
Prospectus Directive	Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant EEA State.
Register	The register, including any branch register, of Noteholders established and maintained by the Issuer, or by a Registrar on its behalf.
Registrar	Each person specified in section 1 (<i>Programme summary</i>).
Regulation S	Regulation S under the US Securities Act.
Relevant EEA State	A member state of the European Economic Area which has implemented the Prospectus Directive.

Relevant Implementation Date	For a Relevant EEA State, the date on which the Prospectus Directive is implemented in that Relevant EEA State
Responsible Minister	For a provision of the NHFIC Act, the Minister of State for the Commonwealth of Australia administering the provision on the relevant day, in relation to the relevant matter. As at the date of this Information Memorandum, the Responsible Minister is the Australian Federal Treasurer.
Securities and Futures Ordinance	Securities and Futures Ordinance (Cap. 571) of Hong Kong (as amended).
Securities and Futures Act	Securities and Futures Act, Chapter 289 of Singapore (as amended).
Series	An issue of Notes made up of one or more Tranches all of which form a single Series and are issued on the same Conditions except that the Issue Price, Issue Date and first payment of interest may be different in respect of a different Tranche of a Series.
Sustainability Standards and Principles	The relevant internationally recognised benchmark standards and/or principles with which any Notes (1) are issued to comply, as specified in the applicable Supplement, which may include the ICMA Social Bond Principles or the ICMA Green Bond Principles, and/or (2) are generally aligned, which may include the ICMA Sustainability Bond Guidelines and/or any of the specific categories under the UN Sustainable Development Goals.
Social Bonds	Notes issued in accordance with the “Social Bond” criteria under the Sustainability Bond Framework.
Sustainability Bond Framework	NHFIC Sustainability Bond Framework, developed by the Issuer.
Tax Act	Income Tax Assessment Act 1936 (Cth).
Taxation Administration Act	Taxation Administration Act 1953 (Cth).
Tranche	An issue of Notes specified as such in the Pricing Supplement issued on the same Issue Date and on the same Conditions.
UN Sustainable Development Goals	Sustainable Development Goals of the United Nations.
US person	As defined in Regulation S.
US Securities Act	United States Securities Act of 1933 (as amended).

Issuer

National Housing Finance and Investment Corporation

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Email inquiries@nhfic.gov.au

Registrar & Issuing and Paying Agent

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Sydney NSW 2000

Attention Manager, Clearing and Settlement Operations
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Facsimile + 61 2 9256 0456

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Australian Government



National Housing Finance
and Investment Corporation