

## Amendments to the Revised Terms and Conditions

### Effective as at: 9 November 2023

The following amendments to Part A (Facility Terms and Conditions) of the Revised Terms and Conditions are administrative or minor or correct an omission, and are made under the heading of "Other changes" in the table in clause 68.3:

1. Clause 4.1 is replaced with the following clause, that more closely reflects how 'deemed borrowing requests' work in practice, with the agreement of the Borrower:

"4.1 The Borrower will be deemed to have given us a borrowing request if:

- (a) we receive a contract note or confirmation from a Nominated Broker or a Nominated Platform or other person authorised by the Borrower and accepted by us relating to the purchase of any Securities that are traded on financial markets;
- (b) we receive and accept an application form or other document from a Nominated Broker or a Nominated Platform or other person authorised by the Borrower and accepted by us which indicates an intention to purchase or apply for any Securities that are not traded on a financial market; or
- (c) we receive and accept an invoice or other notice (whether from the Borrower, a Nominated Broker or a Nominated Platform or other person authorised by the Borrower and accepted by us), that indicates the Borrower or the Guarantor have an obligation to pay a call, instalment or other amount in relation to the Secured Portfolio,

in each case, on behalf of the Borrower through use of the facility (or purporting to be so)."

2. Clause 12.2(d) is amended to remove the square bracket at the end of the clause.
3. Clause 17.8 is amended to add the words "greater than zero and" in the opening paragraph, so that the opening paragraph now reads:

"If on any day the Loan Balance is greater than zero and less than the Minimum Interest Balance, then:"

4. Clause 21.2 is amended to add the words "our or" to the closing paragraph, to make it clear that the Borrower is not liable for the Lender's fraud, negligence or wilful misconduct. The closing paragraph now reads:

"except to the extent caused by our or their fraud, negligence or wilful misconduct."

5. Clause 61 heading changed to "Additional steps" (previously, "Further steps") to avoid confusion with another clause headed "Further steps". Contents page changed accordingly.
6. Clause 68.2, opening paragraph is amended for clarity, to make it clear that the Borrower or Guarantor must be notified of a change in writing, by advertisement in the national or local media, or via the Website or the Online Service.
7. Clause 70, definition of "Business Day" is amended for clarity, to replace "ASX" with a reference to the "Australian Securities Exchange".