

Mortgage Advantage (MAV) Application

Agent details

Name Contact telephone number ()

Agent number

Customer details

Title First name Second name Surname

I, Street address State Postcode
of

Work number Home number Mobile number Email address

wish to apply for Mortgage Advantage (MAV).

In doing so:

- I have read and accept the Bank's Terms and Conditions for Mortgage Advantage; and
- I consent to such use and disclosure of my personal information as set out in the 'Privacy' section of the Terms and Conditions. I understand that I may indicate that my consent does not apply to the use and disclosure of personal information for your marketing purposes. A tick in the box indicates that I do not want to receive direct marketing from you.
- I understand that a Mortgage Advantage annual fee will be charged to my Commonwealth Bank Gold Credit Card.

Home and Contents Insurance

Yes I would like to be called to receive a premium quotation for:

- Home Insurance only
- Home and Contents Insurance combined
- Home, Contents and Personal Valuables Insurance combined
- Contents Insurance only

Executed by the customer

Signature

On the day of Month Year

Signed for and on behalf of Third Party Banking Services

Signature

On the day of Month Year

Mortgage Advantage (MAV) Terms and Conditions

Accounts to be maintained

- 1 As a condition of the Bank granting you the Mortgage Advantage (MAV) you must have an approved Commonwealth Bank Gold Credit Card and have or apply for and be granted a minimum of \$150,000 in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) with the Commonwealth Bank Group. The Bank on satisfaction of these terms will advise you of the accounts contained in this Agreement.
- 2 During this Agreement you must maintain the Commonwealth Bank Gold Credit Card account and maintain a minimum of \$100,000 in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) with the Commonwealth Bank Group and maintain a Line of Credit, a Viridian Line of Credit or a transaction account with the Bank. If you do not maintain the Commonwealth Bank Gold Credit Card account and a minimum of \$100,000 in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) with the Commonwealth Bank Group and a transaction account or Viridian Line of Credit or a Line of Credit Facility with the Bank, the Bank has the option of terminating this Agreement in accordance with Clause 11.

Concessions

- 3 While this Agreement continues, you, any spouse/partner and any family investment company of which you are a director or family investment trust of which you are a beneficiary shall be entitled to the concessions and benefits from the Bank, as set out below other than the Commonwealth Bank Gold Credit Card, subject to the Bank's Usual Terms and Conditions and normal credit criteria and assessment. The concessions cannot be taken in conjunction with any other discounts and/or special offers. In the situations where multiple discounts and/or special offers are available on a single product, the MAV concession will apply. No other discounts and/or special offers may be added on top of the

MAV concession. If you become eligible to receive a higher interest rate margin due to an increase in the sum in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) you have with the Commonwealth Bank Group, you must advise the Bank in writing that you wish to receive the higher margin. Requests to receive a higher margin are limited to a maximum of 3 requests per calendar year.

(a) Commonwealth Bank Gold Credit Card

The Bank will not charge any card annual fee on the Commonwealth Bank Gold Credit Card account issued in your name.

(b) Home Loans

(not including Rate Saver Home Loans, Economiser Home Loans, Low Documentation Home Loans, Lines of Credit and Viridian Lines of Credit).

- (i) The Bank will not charge any upfront establishment fees on our Home Loans. However, a deferred establishment fee may be payable if the Home Loan is repaid within four years from the funding date of the loan but excluding repayment during a guaranteed interest rate period. Switching to another loan type permitted by us does not constitute repayment but a switching fee may apply. No loan service fees will be charged. However, the Bank will not refund any establishment fee already paid or due and payable on an existing home loan.
- (ii) The annual percentage rate that applies to a Standard Variable Rate Home Loan will be the Bank's reference interest rate for home loans less the margin currently applied by the Bank, subject to the Bank reserving the right to vary such margin at any time in the future as provided for in Clause 5. The margin applied will be based on the sum in home

lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) you hold with the Commonwealth Bank Group at the time you apply for the Package or apply for a new Standard Variable Rate Home Loan under the Package. The Bank's reference interest rate and the resulting interest rate are subject to change in accordance with the Bank's Usual Terms and Conditions. If you become eligible to receive a higher interest rate margin due to an increase in the sum in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) you have with the Commonwealth Bank Group, you must advise the Bank in writing that you wish to receive the higher margin. Requests to receive a higher margin are limited to a maximum of 3 requests per calendar year. There is no interest rate concession for One Year Guaranteed Rate Home Loans or for 6/12 Month Discounted Variable Rate Home Loans, during the introductory periods. If you apply for a One Year Guaranteed Rate Home Loan or a 6/12 Month Discounted Variable Rate Home Loan as part of the Package or at the time you apply for the Package you have a One Year Guaranteed Rate Home Loan, 6/12 Month Discounted Variable Rate Home Loan, at the end of an introductory period, the annual percentage rate that applies will be the relevant Standard Variable Rate less a set margin currently applied by the Bank to borrowings by Package Clients, subject to the Bank reserving the right to vary such margin at any time in the future as provided for in Clause 5.

- (iii) The annual percentage rate that applies to a fixed interest rate home loan will

be the Bank's reference interest rate for the relevant fixed interest rate period at the beginning of that period less the margin currently applied by the Bank, subject to the Bank reserving the right to vary such margin at any time in the future as provided for in Clause 5. The Bank's reference interest rate and the resulting interest rate are subject to change in accordance with the Bank's Usual Terms and Conditions but the Bank will not change the interest rate or the margin during a fixed interest rate period.

(c) Investment Home Loans

(not including Rate Saver Investment Home Loans, Economiser Investment Home Loans, Low Documentation Investment Home Loans, Lines of Credit and Viridian Lines of Credit).

- (i) The Bank will not charge any upfront establishment fees on our Investment Home Loans. However, a deferred establishment fee may be payable if the Investment Home Loan is repaid in full within four years from the funding date of the loan but excluding repayment during a guaranteed interest rate period. Switching to another loan type permitted by us does not constitute repayment but a switching fee may apply. No ongoing loan service fees will be charged. However, the Bank will not refund any establishment fee already paid or due and payable on an existing investment home loan.
- (ii) The annual percentage rate that applies to a Standard Variable Rate Investment Home Loan will be the Bank's reference interest rate for investment home loans less the margin currently applied by the Bank, subject to the Bank reserving the right to vary such margin at any time in the future as provided for in Clause 5. The margin applied will be based on the sum in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft

products) you hold with the Commonwealth Bank Group at the time you apply for the Package or apply for a new Standard Variable Rate Investment Home Loan under the Package. The Bank's reference interest rate and the resulting interest rate are subject to change in accordance with the Bank's Usual Terms and Conditions. If you become eligible to receive a higher interest rate margin due to an increase in the sum in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) you have with the Commonwealth Bank Group, you must advise the Bank in writing that you wish to receive the higher margin. Requests to receive a higher margin are limited to a maximum of 3 requests per calendar year. There is no interest rate concession for One Year Guaranteed Rate Investment Home Loans or for 6/12 Month Discounted Variable Rate Investment Home Loans during the introductory periods.

If you apply for a One Year Guaranteed Rate Investment Home Loan or a 6/12 Month Discounted Variable Rate Investment Home Loan as part of the Package or at the time you apply for the Package you have a One Year Guaranteed Rate Investment Home Loan or a 6/12 Month Discounted Variable Rate Investment Home Loan, at the end of an introductory rate period, the annual percentage rate that applies to the Standard Variable Rate will be the relevant Standard Variable Rate less a set margin currently applied by the Bank to borrowings by Package Clients, subject to the Bank reserving the right to vary such margin at any time in the future as provided for in Clause 5.

- (iii) The annual percentage rate that applies to a fixed interest rate investment home loan will be the Bank's reference interest rate for the relevant fixed interest rate period at the beginning of that period less the margin currently applied by the Bank, subject to the Bank reserving the right to vary such

margin at any time in the future as provided for in Clause 5. The Bank's reference interest rate and the resulting interest rate are subject to change in accordance with the Bank's Usual Terms and Conditions but the Bank will not change the interest rate or the margin during a fixed interest rate period.

(d) Lines of Credit (or Viridian Lines of Credit)

- (i) The Bank will not charge any establishment fees or ongoing account service fees. However, the Bank will not refund any establishment fee already paid or due and payable on an existing Line of Credit.
- (ii) The annual percentage rate that applies to any Line of Credit or Viridian Line of Credit will be the Bank's Residential Equity Rate or Viridian Reference Rate for Viridian Lines of Credit and Lines of Credit less the margin currently applied by the Bank to borrowings by Package Clients, subject to the Bank reserving the right to vary such margin at any time in the future as provided for in Clause 5. The margin applied will be based on the sum in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) you have with the Commonwealth Bank Group at the time you apply for the Package. The Bank's Residential Equity Rate and Viridian Reference Rate are subject to change in accordance with the Bank's Usual Terms and Conditions. If you become eligible to receive a higher interest rate margin due to an increase in the sum in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) you have with the Commonwealth Bank Group, you must advise the Bank in writing that you wish to receive the higher margin. Requests to receive a higher margin are limited to a maximum of 3 requests per calendar year.

(e) Streamline Account/s

The Bank will not charge any withdrawal fees on any Streamline account/s contained in this Agreement except for transactions through non Commonwealth Bank Group automatic teller machines and Cirrus/Maestro terminals. However, the Bank will charge all other service fees.

(f) Commonwealth Insurance Ltd

Commonwealth Insurance Ltd ABN 96 087 524 216 is a wholly owned, but non-guaranteed subsidiary of the Commonwealth Bank of Australia. Where the Commonwealth Bank of Australia acts as an agent for Commonwealth Insurance Ltd, The Commonwealth Bank of Australia receives a commission from Commonwealth Insurance Ltd.

(i) Commonwealth Insurance Ltd will discount a Prime Home or Prime Contents policy premium or a Combined Prime Home and Contents policy premium by the discount currently applied by Commonwealth Insurance Limited, subject to Commonwealth Insurance Ltd reserving the right to vary such discount at any time in the future as provided for in Clause 5. These discounts apply for each renewal thereafter.

(ii) Commonwealth Insurance Ltd will discount an Investment Home Insurance Building or Contents policy premium or a combined Building and Contents policy premium by the discount currently applied by Commonwealth Insurance Limited, subject to Commonwealth Insurance Ltd reserving the right to vary such discount at any time in the future as provided for in Clause 5. These discounts apply for each renewal thereafter.

(iii) If your property is part of a legislative scheme (such as Strata Title) Commonwealth Insurance Ltd will discount a Contents or Combined Contents and Strata Title Owner's Cover policy premium by the discount currently applied by Commonwealth Insurance Limited, subject to Commonwealth Insurance

Ltd reserving the right to vary such discount at any time in the future as provided for in Clause 5. These discounts apply for each renewal thereafter.

(iv) If more than one property is insured with Commonwealth Insurance under a Prime Home Policy, or a Combined Prime Home and Contents policy or an Investment Home Insurance Building policy or a Combined Investment Home and Contents policy, Commonwealth Insurance will further discount the premium for each additional policy, after the first, by an additional 1%pa. This discount does not apply to the first policy or to policies taken out before 15 March 2002.

The discount is not cumulative and is available for new business as well as renewal of policies taken out from 15 March 2002, provided that more than one property is insured through Commonwealth Insurance at any one time. If proposals for insurance are received at Commonwealth Insurance Limited at the same time for more than 1 property, it, at its absolute discretion, will determine which policy, if issued, will be treated as the first policy.

Variation

4 The Bank may reduce or increase any interest rate or reference interest rates from time to time in accordance with the terms and conditions applicable to that loan, line of credit or account.

5 From time to time the Bank (or the relevant provider of the products or services) may:

(a) change any of the concessions referred to in Clause 3 or change the amount of or the basis for calculating any fee, charge or premium, change the interest or fee charging cycle, or both, and, except during any fixed interest rate period of the loan, change any interest rate margin, any link to a reference interest rate and the basis for calculating interest;

(b) impose and debit to any loan, line of credit or account any new fee or charge;

(c) change the frequency of

repayments;

(d) provide new concessions and benefits which will be subject to these terms and conditions (as varied);

(e) change any other terms and conditions;

(f) except when the change reduces your obligations or extends the time for payment of any amount under the Contract, the Bank will give you prior written notice of the change. If the change relates to repayments, the Bank will give you twenty days' notice. Otherwise, the Bank will give you thirty days' notice. When the Bank changes a credit fee or charge the Bank may give this prior written notice by advertisement in a leading daily newspaper in your State or Territory.

6 Prior to the anniversary date of your MAV Agreement, we will review your balances in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) with the Commonwealth Bank Group. If you wish to retain MAV you must maintain \$100,000 in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) with the Commonwealth Bank Group. We will allow you two months after the anniversary date to enable you to reach the required threshold.

7 We give you thirty days' prior written notice of any change to your concessions.

Government fees

8 The account holder/s will remain responsible for all Government fees, taxes and charges which apply to the loan/s, line/s of credit or account/s. Goods and services tax (GST) is levied on fees received by the Bank for a taxable supply. The Bank passes the goods and services tax on to you as a part of its fee.

MAV Annual Fee

9 You must pay the MAV Annual Fee of \$300 (GST inclusive) per twelve months or part thereof while this Agreement applies. The MAV Annual Fee is payable in advance, and is non-refundable. The Bank reserves the right to vary the amount of the MAV Annual Fee and the basis of charging from time to time.

10 The Bank will debit your

Commonwealth Bank Gold Credit Card account with the MAV Annual Fee in accordance with your Commonwealth Bank Gold Credit Card contract.

Your Commonwealth Bank Gold Credit Card account will be debited with the fee on each anniversary of that debiting while you continue to hold the Agreement.

Termination

- 11** The Bank may choose to cancel this Agreement without notice if:
- you are in default under this Agreement or you or any borrower are in default under any loan contract or Commonwealth Bank Gold Credit Card contract with the Bank, whether or not it forms part of this Agreement (the Bank's rights under this clause are in addition to its rights under such contract); or
 - you do not take up, or do not maintain, your nominated Commonwealth Bank Gold Credit Card account; or
 - you do not maintain a Line of Credit, Viridian Line of Credit or a transaction account with the Bank; or
 - you do not maintain the minimum amount required of \$100,000 in home lending (excluding general and life insurance premiums or policies, any portion of a loan used for bridging purposes and overdraft products) with the Commonwealth Bank Group.
- 12** The Bank may also cancel this Agreement at any time on giving you 3 months' written notice.
- 13** You may cancel this Agreement by giving written notice to the Bank.
- 14** On cancellation of this Agreement the concessions and benefits referred to in Clause 3 will cease and if you are in default under any loan agreement the Bank may charge you interest at default rates provided for under that loan agreement.

15 Notices

- Notices given or made under this Agreement must be in writing, and may be:
 - given personally (if they are for the Bank), to one of its employees or agents at the office where you arrange the Contract or any other branch or office that the Bank tells you;
 - left at the address last

notified;

- sent by prepaid post to the address last notified;
 - sent by facsimile transmission to the facsimile number last notified; or
 - given in any other way permitted by law.
- (b) Notices take effect from the time they are received unless a later time is specified in them.
- (c) If notices are sent by post, they are taken to be received on the day they would be received in the ordinary course of the post.
- (d) If notices are sent by facsimile machine, which produces a transmission report, they are taken to be received at the time shown in a transmission report, which indicates that the whole facsimile transmission was sent.
- (e) You must tell us as soon as possible if you change your name or address.

- 16** The Bank reserves the right to add new products to the MAV Agreement and change the conditions of the Agreement at any time.

17 Privacy

Collection of personal information

The Bank collects personal information (including Clients' full name, address and contact details) so that it may administer its Client relationships and provide Clients with the products and services they request as well as information on the Commonwealth Bank Group's ('the Group') products and services. If you have provided us with your email or mobile phone details, we may provide information to you on the Group's products and services electronically. Where it is necessary to do so, the Bank also collects information on individuals such as company directors and officers (where the company is its Client), as well as Clients' agents and persons dealing with the Bank on a "one-off" basis.

The law can also require the Bank to collect personal information, e.g. Commonwealth legislation requires the Bank to identify persons who open or operate accounts.

The Bank may take steps to verify the information it collects; e.g. a birth certificate provided as identification may be verified with records held by the Registry of Births, Deaths and Marriages to protect against impersonation, or the Bank may verify with an employer that employment and remuneration information provided in an application for credit is accurate.

You need to provide the Bank with accurate and relevant information

If you provide the Bank with incomplete or inaccurate information, it may not be able to provide you with the products or services you are seeking.

Other members of the Group

The Bank is permitted by the Privacy Act to disclose personal information to other members of the Group. This enables the Group to have an integrated view of its Clients.

Other disclosures

Personal information may be disclosed to:

- brokers and agents who refer your business to the Bank;
- any person acting on your behalf, including your financial adviser, solicitor or accountant, executor, administrator, trustee, guardian or attorney;
- if you have borrowed from the Bank to purchase property: valuers and insurers (so that the Bank can obtain a valuation of your property, and confirm that it is insured);
- organisation, including overseas organisations, to whom the Bank outsources certain functions.

In all circumstances where the Bank's contractors, agents and outsourced service providers become aware of personal information, confidentiality arrangements apply. Personal information may only be used by our agents, contractors and outsourced service providers for the Bank's purposes.

The Bank may also disclose personal information to other financial institutions and organisations at their request if you seek credit from them.

The Bank may be allowed or obliged to disclose information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws.

Access

You may (subject to permitted exceptions) access your information by contacting:

Customer Relations, Commonwealth Bank Group, Reply Paid 41, Sydney NSW 2001. The Bank may charge you for providing access.

Further information

For further information on the Bank's privacy and information handling practices, please refer to the Bank's Privacy Policy Statement, which is available at www.commbank.com.au or upon request from any branch of the Bank.