

Thank you for requesting this Product Disclosure Statement from Funds Focus.

How to Apply

Please have a read through the PDS and if you would like to invest the application pages can generally be found towards the back of the document. You will only need to send the application section back with a cheque/direct debit payable direct to the investment company (not ourselves). You should take note of any minimum investment amounts that may apply and proof of ID that is now required for the new Anti-Money Laundering regulations.

Then mail the completed application directly to us.

We will then check to ensure your form is completed correctly before forwarding your document on to the investment provider on your behalf.

Wealth Focus Pty Ltd
Reply Paid 760
Manly
NSW 1655

Please note that we are unable to track applications mailed directly to the product provider and therefore cannot guarantee that your discounts have been applied in these instances.

Should you wish to take advantage of our free annual valuation and tax report for all your investments you should complete our broker nomination form for The Wealth Focus Investment Service.

Regards

Suliaman Ravell
Managing Director



Requirements for verifying your identity under the new Anti Money Laundering (AML)/Counter Terrorism Financing (CTF) Act

The AML/CTF Act came into effect on the 12th December 2007. All financial planning and fund management companies are now required to collect, verify and store specific customer information before arranging investment services for a client. It is designed to prevent, detect and protect Australian business from money laundering and the financing of terrorist activities.

As such, we request that all new applications are sent with 'certified documentation'.

We have found that the easiest way to provide the required documentation is to have a copy of your driving licence *or* passport certified by Australia Post or a Justice of the Peace (please see following page for a full list of individuals that can certify documentation).

Once this has been completed, under the current requirements we will not require you to send identification again.

What you need to do

You will need to enclose a certified piece of photographic evidence or one piece of primary non-photographic evidence and one piece of secondary evidence (please refer to the Identification Form for document requirements), with your application form and post to us at the following address

Wealth Focus Pty Ltd

Reply Paid 760

Manly

NSW 1655

Please do not send us original driving licences or passports as these can very easily get lost in the post. Copies of documents can be certified by an authorised individual, they will need to sight and verify that the copy is a 'certified true copy', sign, date, print their name and list their qualification.

**ANTI-MONEY LAUNDERING REQUIREMENT FOR NEW APPLICATIONS
IDENTIFICATION FORM A**

GUIDE TO COMPLETING THIS FORM

- Please contact us on 1300 55 98 69 if you have any queries.
- If you wish to apply in the name of a trust or company, please contact us for an alternative identification form.
SMSF's and retail superannuation applications do not need to provide ID (an online check will be performed for SMSFs)

Attach a certified copy of the ID documentation used as proof of identity. ID enclosed should verify your full name; and **EITHER** your date of birth or residential address.

- Complete Part I (or if the individual does not own a document from Part I, then complete either Part II or III.)

PART I – ACCEPTABLE PRIMARY ID DOCUMENTS

	Select ONE valid option from this section only
<input type="checkbox"/>	Australian State / Territory driver's licence containing a photograph of the person
<input type="checkbox"/>	Australian passport (a passport that has expired within the preceding 2 years is acceptable)
<input type="checkbox"/>	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
<input type="checkbox"/>	Foreign passport or similar travel document containing a photograph and the signature of the person*

PART II – ACCEPTABLE SECONDARY ID DOCUMENTS – should only be completed if the individual does not own a document from Part I

	Select ONE valid option from this section
<input type="checkbox"/>	Australian birth certificate
<input type="checkbox"/>	Australian citizenship certificate
<input type="checkbox"/>	Pension card issued by Centrelink
<input type="checkbox"/>	Health card issued by Centrelink
	AND ONE valid option from this section
<input type="checkbox"/>	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. <i>Block out the TFN before scanning, copying or storing this document.</i>
<input type="checkbox"/>	A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
<input type="checkbox"/>	If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school

Who can verify customer identity documents?

Please find below a list of all the Approved Individuals that can certify documents:

- **A Justice of the Peace**
- **An agent of the Australian Postal Corporation** who is in charge of an office supplying postal services to the public, or a permanent employee with more than two years continuous service (who is employed in an office supplying postal services to the public)
- A notary public (for the purposes of the Statutory Declaration Regulations 1993)
- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
- A judge, magistrate, registrar or deputy registrar of a court
- A chief executive officer of a Commonwealth Court
- A police officer
- An Australian consular or diplomatic officer (within the meaning of the Consular Fees Act 1955)
- An officer or finance company officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
- An officer with, or authorised representative of, a holder of an Australian Financial Services Licence, having two or more continuous years of service with one or more licensees, and
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with more than two years continuous membership.

Capital Series *Aussie Blue Chips*

Product Disclosure Statement (Part 2 of 2)

Dated: 23 August 2010



Determined to be different

Disclosures and Important Information

This Product Disclosure Statement ("PDS") is comprised of two parts:

Part 1 Dated 23 August 2010

Contains general information relating to Capital Series, the Terms of Sale and the Terms and Conditions of the Commonwealth Bank Capital Investment Loan and Interest in Advance Loan.

Part 2 Dated 23 August 2010

Contains details including information regarding the Underlying Portfolio and the methods used in calculating the Maturity Value. Part 2 also contains the costs associated with an investment in Capital Series and the Application Form.

This is Part 2 of this PDS. If you have not received both parts, please contact your financial adviser, or if you do not have a financial adviser, call us on 13 15 20. Part 2 of this PDS may amend or vary any statement or provision in Part 1 of this PDS. In this case, Part 2 of this PDS prevails. You should read both parts of this PDS (Part 1 and Part 2 together are referred to as the "PDS") before deciding whether to invest in Capital Series.

This PDS has been prepared by Commonwealth Bank of Australia ("Commonwealth Bank"), the issuer of Capital Series. This PDS does not constitute an offer for sale or issue of any securities by Commonwealth Bank that requires disclosure under Chapter 6D of the Corporations Act 2001 (Cth).

Terms of Sale: Investments in Capital Series are not bank deposits. They are contracts entered into between Investors and Commonwealth Bank on the terms set out in the Terms of Sale. It is important that Investors read the Terms of Sale in full which are contained in pages 42 to 57 in Part 1 of this PDS.

Definitions: Capitalised words and phrases which are used in this PDS have the meaning given to those words and phrases as set out in the Definitions in the Terms of Sale, the Schedule of Terms and the Terms and Conditions of the Loan.

Investment Decisions: It is impossible in a document of this type to take into account the investment objectives, financial situation and particular needs of each reader. Accordingly, nothing in this PDS should be construed as a recommendation by Commonwealth Bank, or any associate of it or any other person concerning investment in Capital Series, the Delivery Asset or any other security. Readers should not rely on this PDS as the sole or principal basis of a decision to invest in Capital Series, the Delivery Asset or any other security and should seek independent financial and taxation advice before making a decision whether to invest in Capital Series. Any information or representation not contained in this PDS must not be relied upon as having been authorised by or on behalf of Commonwealth Bank. Nothing in this PDS is, or may be relied upon as, a representation as to the future performance of Capital Series or of any Reference Asset or the Delivery Asset.

Preparation of this PDS: Commonwealth Bank has taken all reasonable care to ensure that the information contained in this PDS is true and accurate in all material respects and that, to the best of its knowledge and belief, such information does not omit anything likely to affect its scope. Commonwealth Bank has prepared this PDS only from publicly available information, which Commonwealth Bank has not verified. No Relevant Asset Provider has been a party to its preparation or furnished any information specifically to Commonwealth Bank for the purpose of its preparation.

Changes to Information in this PDS: This PDS is current at the time of issue. Information in this PDS is subject to change from time to time. Where information is not materially adverse to Investors, Commonwealth Bank will update the information by posting a notice on its website at commsec.com.au. You can request a paper copy of updated information by contacting your financial adviser. If you do not have a financial adviser, you can contact us on 13 15 20.

Withdrawal of Applications: If you have lodged an application for Capital Series, and you wish to withdraw your Application, you may withdraw your Application at any time prior to the Closing Date. After the Closing Date, if you withdraw your application for Capital Series, the Early Termination provisions will apply.

Jurisdiction and Selling Restrictions: This PDS is not an offer or invitation in relation to Capital Series in any place outside Australia.

Registration with the Australian Securities and Investments Commission: This PDS has not been lodged with the Australian Securities and Investments Commission ("ASIC") and is not required by the Corporations Act 2001 (Cth) to be lodged with ASIC. ASIC takes no responsibility for the contents of this PDS.

Capital Investment Loan and Interest in Advance Loan: A Capital Investment Loan is available from Commonwealth Bank to fund your Investment Amount. An Interest in Advance Loan is available from Commonwealth Bank to pay the yearly interest in advance due and owing under a Capital Investment Loan. The Capital Investment Loan and Interest in Advance Loan (each a "Loan") are products of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945 administered by its wholly owned subsidiary Commonwealth Securities Limited ("CommSec") ABN 60 067 254 399 AFSL 238814. Applications for the Capital

Investment Loan and Interest in Advance Loan are subject to Commonwealth Bank's credit approval process.

You are not required to obtain a Capital Investment Loan to make an investment in Capital Series. You can use your own funds or other loan funds. If you are considering a Capital Investment Loan from Commonwealth Bank to fund your investment in Capital Series, then you should read Section 2 in Part 1 of this PDS. You must also ensure you understand your obligations under the Terms and Conditions of the Loan, which are contained in Section 7 in Part 1 of this PDS, before deciding whether to apply for a Capital Investment Loan.

If you choose to prepay in advance the yearly interest due and owing under a Capital Investment Loan, you are not required to obtain an Interest in Advance Loan. You can use your own funds or other loan funds. If you are considering an Interest in Advance Loan, you must obtain a Capital Investment Loan. You should read Section 2 and Section 3 in Part 1 of this PDS and you must ensure you understand your obligations under the Terms and Conditions of the Loan, which are contained in Section 7 in Part 1 of this PDS, before deciding whether to apply for an Interest in Advance Loan.

No cooling-off rights apply to an application for a Capital Investment Loan or an Interest in Advance Loan. This means that, in most circumstances, you cannot withdraw an application once it has been made.

You should not rely on Section 2 or Section 3 in Part 1 of this PDS and the Terms and Conditions of the Loan as the sole or principal basis of a decision to apply for a Capital Investment Loan or Interest in Advance Loan and should seek independent financial and taxation advice before making a decision.

Any information or representation not contained in Section 2 or Section 3 in Part 1 of this PDS and the Terms and Conditions of the Loan must not be relied upon as having been authorised by or on behalf of Commonwealth Bank. Nothing in Section 2 or Section 3 in Part 1 of this PDS and the Terms and Conditions of the Loan is, or may be relied upon as, a representation as to the future performance of Capital Series.

Associations and Relevant Interests: You should obtain professional advice as to whether by acquiring an interest in Capital Series you will be subject to the relevant interest, substantial shareholding or takeover provisions of the Corporations Act 2001 (Cth). The acquisition and Completion of Capital Series could also have implications for Investors under the Foreign Acquisitions and Takeovers Act 1975 (Cth) and other legislation that may affect shareholdings in certain types of companies. You should obtain your own advice in this regard.

Commonwealth Bank has not taken into account any labour standards or environmental, social or ethical considerations in the selection, retention or realisation of the investment.

Any person receiving this PDS electronically should note that applications can only be accepted if the Issuer receives a completed, current Application Form which accompanied the electronic or paper copy of this PDS. We will send you paper copies of this PDS (with attached Application Form) free of charge upon request. Please call your financial adviser or, if you do not have a financial adviser, call us on 13 15 20 for a paper copy of this PDS.

Examples: The assumed Reference Asset values included in the examples in this PDS are for illustrative purposes only and do not reflect Commonwealth Bank's views on future events.

Issued by Commonwealth Bank of Australia ABN 48 123 123 124, AFSL 234945

Administered by Commonwealth Securities Limited ('CommSec') ABN 60 067 254 399, AFSL 238814

CommSec is a wholly owned but non-guaranteed subsidiary of Commonwealth Bank of Australia, and is a Participant of the ASX Group.

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This PDS is a two-part PDS comprising of Part 1 and Part 2. You must read both parts carefully and completely. You should not apply for this investment unless you have received, read and understood both Part 1 and Part 2 of this PDS.

Section 1: Key dates and information

Opening Date	23 August 2010
Closing Date	1 October 2010
Start Date	11 October 2010
Acceptance Notices Mailed	25 October 2010
Maturity Date	18 April 2016
Trade Date	26 April 2016
Settlement Date	29 April 2016

We (Commonwealth Bank) reserve the right to amend the Start Date, the Closing Date (and time), the Maturity Date, the Trade Date or the Settlement Date of this invitation or, if insufficient subscriptions are received to enable us to effectively manage the issue, to withdraw this invitation completely. This means that we may decide to change the Opening Date or Closing Date to lengthen or shorten the period of time this invitation is open. We are likely to exercise this right where there has been very high demand for Capital Series *Aussie Blue Chips* or if a large number of customers ask us to extend the period of time that this invitation is open, or to deal with changes in pricing or market conditions, or to address regulatory or compliance requirements. When making this decision, we always act reasonably and in accordance with standard market practice. If we do change the Start Date or the Maturity Date, the Investment Term may be more or less than what is specified in the Schedule of Terms.

Section 2: Details of Capital Series *Aussie Blue Chips*

The details of Capital Series *Aussie Blue Chips* are provided below and in Part 1 of this PDS. You must read Part 1 of this PDS before you make a decision to invest in this product.

2.1 What is Capital Series *Aussie Blue Chips*?

Capital Series *Aussie Blue Chips* is an investment which aims to provide investors with capital growth and the potential for income over a term of 5.5 years.

Capital Series *Aussie Blue Chips* offers:

- › exposure to the Australian share market via a specified basket of shares currently representing 20 of the largest listed companies in Australia by market capitalisation;
- › 100% capital protection if held to maturity;
- › fixed income of 20% in total payable over the Investment Term; and
- › potential for capital growth if the Underlying Portfolio increases by more than 20% at maturity. In calculating the performance of the Underlying Portfolio, the exposure to each Reference Asset is limited to 80% above the Initial Reference Level at maturity. However, the performance of the Underlying Portfolio is then reduced by 20% to determine the level of capital growth for your Investment.

The Underlying Portfolio for Capital Series *Aussie Blue Chips* comprises 20 Reference Assets, being shares representing 20 of the largest listed companies in Australia by market capitalisation as at the date of this PDS. The Reference Assets comprising the Underlying Portfolio are equally weighted.

Please refer to Section 3 in Part 2 of this PDS for more information.

Capital Series *Aussie Blue Chips* is a deferred purchase agreement. For more information, please refer to Section 1.14 “What kind of structure is Capital Series?” in Part 1 of this PDS.

2.2 What are the features of Capital Series *Aussie Blue Chips*?

Investment Term	The term of Capital Series <i>Aussie Blue Chips</i> is 5.5 years (subject to clause 13.15 of the Terms of Sale).
Capital Protection	100% of the Investment Amount is protected only at maturity, as described in Part 1 of this PDS. For more information, please refer to Section 1.5 “What is capital protection and how does it work?” in Part 1 of this PDS.
Potential for capital growth	Capital Series <i>Aussie Blue Chips</i> offers exposure to 20 Reference Assets, being shares currently representing 20 of the largest listed companies in Australia by market capitalisation. Exposure to each Reference Asset is limited to 80% above the Initial Reference Level at maturity. However, the performance of the Underlying Portfolio is then reduced by 20%. This means that capital growth is only achieved if the Underlying Portfolio increases by more than 20% at maturity, and the maximum level of capital growth you can receive on your Investment at maturity will be 60%. If any Reference Asset increases by more than 80% before maturity, your Investment does not terminate. In determining the Maturity Value of your Investment, the level of each Reference Asset is only relevant on the Start Date and the Observation Date. The Initial Reference Level for each Reference Asset is the Reference Level of the Reference Asset on the Start Date as determined by the Calculation Agent, in its discretion.

Section 2: Details of Capital Series *Aussie Blue Chips* (cont).

Coupon payments	Capital Series <i>Aussie Blue Chips</i> offers coupons based on your Investment Amount. The coupons are fixed and not contingent on the performance of the Underlying Portfolio. They are payable on the Coupon Payment Dates in the table below.																		
	<table border="1"> <thead> <tr> <th>Year</th> <th>Coupon Payment Date</th> <th>Coupon</th> </tr> </thead> <tbody> <tr> <td>Year 1.5</td> <td>18 April 2012</td> <td>A 4.00% coupon is payable on the Coupon Payment Date.</td> </tr> <tr> <td>Year 2.5</td> <td>18 April 2013</td> <td>A 4.00% coupon is payable on the Coupon Payment Date.</td> </tr> <tr> <td>Year 3.5</td> <td>22 April 2014</td> <td>A 4.00% coupon is payable on the Coupon Payment Date.</td> </tr> <tr> <td>Year 4.5</td> <td>20 April 2015</td> <td>A 4.00% coupon is payable on the Coupon Payment Date.</td> </tr> <tr> <td>Year 5.5</td> <td>18 April 2016</td> <td>A 4.00% coupon is payable on the Coupon Payment Date.</td> </tr> </tbody> </table>	Year	Coupon Payment Date	Coupon	Year 1.5	18 April 2012	A 4.00% coupon is payable on the Coupon Payment Date.	Year 2.5	18 April 2013	A 4.00% coupon is payable on the Coupon Payment Date.	Year 3.5	22 April 2014	A 4.00% coupon is payable on the Coupon Payment Date.	Year 4.5	20 April 2015	A 4.00% coupon is payable on the Coupon Payment Date.	Year 5.5	18 April 2016	A 4.00% coupon is payable on the Coupon Payment Date.
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Year 5.5	18 April 2016	A 4.00% coupon is payable on the Coupon Payment Date.																	
Participation Rate	The Participation Rate is 100%. The Participation Rate is used to determine the Maturity Value of your Investment. For more information please refer to Section 1.8 “What is the Participation Rate?” in Part 1 of this PDS.																		
Delivery Asset	At the commencement of Capital Series <i>Aussie Blue Chips</i> , the Delivery Asset on the Maturity Date is one unit in the SPDR S&P/ASX 200 Fund (this is referred to as the Specified Delivery Asset). On the occurrence of an Adjustment Event, we may substitute the Specified Delivery Asset with the Substituted Delivery Asset. The Substituted Delivery Asset may be any Security as determined by us. Please refer to Section 1 in Part 1 of this PDS and clause 9 of the Terms of Sale in Part 1 of this PDS for more information. For further information on the Delivery Asset please go to: www.spdrs.com.au/etf/fund/fund_detail_STW.html																		
Minimum Investment Amount	The Minimum Investment Amount is A\$10,000.00.																		

2.3 What happens at maturity of Capital Series *Aussie Blue Chips*?

Please refer to Section 4 “What happens at maturity?” in Part 2 of this PDS for more information.

2.4 What are the significant benefits, significant disadvantages and significant risks?

There are significant benefits, disadvantages and risks that relate **generally** to Capital Series. Please refer to Section 1.19 “What are the significant benefits?”, Section 1.20 “What are the significant disadvantages?” and Section 1.21 “What are the significant risks?” in Part 1 of this PDS.

There are also significant benefits, disadvantages and risks that relate **specifically** to Capital Series *Aussie Blue Chips*.

The significant benefits that relate specifically to Capital Series *Aussie Blue Chips* include:

- If you choose to accept physical delivery of the Delivery Asset, you will have an investment in the SPDR S&P/ASX 200 Fund (subject to any Adjustment Event), which may be a benefit to you.
- The investment gives you the potential to receive capital growth based on the performance of the Reference Assets.
- You will receive fixed coupons during the Investment Term.
- 100% of your Investment Amount is protected but only if your Investment is held to maturity.

The significant disadvantages that relate specifically to Capital Series *Aussie Blue Chips* include:

- If you choose to accept physical delivery of the Delivery Asset, you will have an investment in the SPDR S&P/ASX 200 Fund (subject to any Adjustment Event), which may not be advantageous to you.

The significant risks that relate specifically to Capital Series *Aussie Blue Chips* include:

- If on the Maturity Date the final value of your Investment is not higher than your Investment Amount, the only return on your Investment will be the coupons paid to you during the Investment Term. Specifically, the Underlying Portfolio needs to increase by more than 20% at maturity before you can make a return on your Investment (aside from the coupons).

2.5 How can I track my investment during the term?

During the term, you can view updates on Capital Series *Aussie Blue Chips* by visiting our website commsec.info/capital

You can also view more information on the individual Reference Assets comprising the Underlying Portfolios by visiting www.asx.com.au

2.6 Can I borrow to invest in Capital Series *Aussie Blue Chips*?

The Capital Investment Loan is available to fund your Investment (except for superannuation funds). You may borrow up to 100% of your Investment Amount.

The Interest in Advance Loan is available to fund 100% of the yearly interest owing and due under the Capital Investment Loan.

Applications for the Capital Investment Loan and Interest in Advance Loan are subject to Commonwealth Bank's credit approval process.

Indicative interest rates for the Capital Investment Loan and the Interest in Advance Loan are shown in the table below.

Capital Investment Loan	
Variable payable monthly in arrears	8.80% p.a.
Fixed payable monthly in arrears	8.50% p.a.
Fixed payable yearly in advance	8.35% p.a.

Interest in Advance Loan	
Fixed payable monthly in arrears	9.00% p.a.

These interest rates are current as at the date of this PDS and are subject to change. The actual interest rates will be determined on the Capital Investment Loan Start Date and the Interest in Advance Loan Start Date, as applicable.

Please refer to Section 2 "The Capital Investment Loan" and Section 3 "The Interest in Advance Loan" in Part 1 of this PDS for more information.

2.7 Can my investment in Capital Series *Aussie Blue Chips* be terminated early?

Capital Series *Aussie Blue Chips* is a hold to maturity investment. If your Investment is terminated early, the Early Termination Value may be less than your Investment Amount and the costs may be significant. You must pay the Early Termination Fee and you must pay the Break Costs if they are not in your favour. There may be adverse tax consequences for you. Please refer to Section 1.17 "Can my investment be terminated early?" and Section 1.18 "Can Commonwealth Bank terminate the investment early?" in Part 1 of this PDS for more information.

2.8 What are the tax implications for Capital Series *Aussie Blue Chips*?

A general opinion on the indicative tax treatment for Capital Series investors can be found in Section 4 "Taxation" in Part 1 of this PDS and further information appears in Section 5 "Further tax considerations" in Part 2 of this PDS. You should, however, seek professional taxation advice to determine the tax treatment applicable in your particular circumstances.

Section 2: Details of Capital Series *Aussie Blue Chips* (cont).

2.9 What are the costs to invest in Capital Series *Aussie Blue Chips*?

The following fees apply to Capital Series *Aussie Blue Chips*:

Initial Adviser Fee	The amount agreed between you and your adviser, which will be paid to your adviser as an adviser fee.
Brokerage Fee	Up to 0.55% (including GST) of the Maturity Value or the Early Termination Value (if you choose to use our Delivery Asset Sale Service at maturity or upon Early Termination)
Early Termination Fee	An amount up to \$500

2.10 What adviser fees will my adviser receive?

We may pay adviser fees to any broker or financial planner or other financial intermediary who introduces you to us if they declare in the Application Form that you have agreed this with them. These adviser fees include:

- › any Initial Adviser Fee; and
- › up to 0.55% (including GST) per annum on the Loan Balance under the Capital Investment Loan.

We may also reimburse promotional and marketing fees from time to time out of our own funds. These fees should be disclosed to you by your broker, financial planner or other financial intermediary.

2.11 Further information

Terms not defined elsewhere are defined in the Terms of Sale, the Schedule of Terms and the Terms and Conditions of the Loan.

If you have a financial adviser, you should contact them if you have any questions regarding Capital Series *Aussie Blue Chips* or to obtain a copy of this PDS free of charge.

We recommend that you consult your financial adviser or obtain other independent advice on your Investment.

If you do not have a financial adviser, you can contact us using the details below if you have any questions regarding Capital Series *Aussie Blue Chips* or to obtain a copy of this PDS free of charge:

Phone: 13 15 20
Email: capitalseries@cba.com.au
Internet: commsec.info/capital

Section 3: Information on the Strategy

In considering the below information you should remember:

- Past performance is not a reliable indicator of future performance. The historical returns achieved by the Underlying Portfolio is not a reliable indicator of future performance for the Underlying Portfolio or your Investment.
- Generally the higher the potential return for an investment, the higher the corresponding volatility or risk and the greater the chance of substantial fluctuations in returns over time.

Reference Asset Disclaimers

In this paragraph and the following two paragraphs, Reference Asset refers to each of the shares representing 20 of the largest listed companies in Australia by market capitalisation.

Capital Series *Aussie Blue Chips* is not sponsored, endorsed, sold or promoted by any Reference Asset Provider and no Reference Asset Provider makes any representation, condition or warranty, express or implied, to investors in Capital Series *Aussie Blue Chips* or any member of the public regarding advisability of investing in securities generally or in Capital Series *Aussie Blue Chips* particularly, or the ability of any Reference Asset to track general market performance.

Each Reference Asset is determined, composed, calculated, compiled, published and managed, as the case may be, by the relevant Reference Asset Provider without regard to Commonwealth Bank or Capital Series *Aussie Blue Chips*. No Reference Asset Provider has any obligation to take the needs of Commonwealth Bank or investors in Capital Series *Aussie Blue Chips* into consideration in determining, composing, calculating, compiling, publishing or managing, as the case may be, any Reference Asset. No Reference Asset Provider is responsible for or has participated in the determination of the timing of, prices at, or quantities of Capital Series *Aussie Blue Chips* to be issued or in the determination or calculation of the equation by which Capital Series *Aussie Blue Chips* is to be converted into cash. No Reference Asset Provider has any obligation or liability in connection with the administration or marketing of Capital Series *Aussie Blue Chips*.

Capital Series *Aussie Blue Chips*

Underlying Portfolio	Strategy Investment Amount protected at maturity	Potential for capital growth	Coupon Payments	Investment Term
An equally weighted specified basket of shares currently representing 20 of the largest listed companies in Australia by market capitalisation as set out on page 8.	100%	Up to 60%, only if the performance of the Underlying Portfolio is greater than 20% at maturity. Exposure to each Reference Asset is limited to 80% above the Initial Reference Level and the performance of the Underlying Portfolio then reduced by 20%.	4.00% starting from Year 1.5	5.5 years

Capital Series *Aussie Blue Chips* offers capital protection of 100% of the Investment Amount at maturity and aims to provide Investors with exposure to the performance of shares currently representing 20 of the largest listed companies in Australia by market capitalisation. Each Reference Asset in the Underlying Portfolio is equally weighted. The exposure to each Reference Asset is limited to 80% above the Initial Reference Level at maturity. However, the performance of the Underlying Portfolio is then reduced by 20%. This means that capital growth is only achieved if the performance of the Underlying Portfolio is greater than 20% at maturity, and the maximum level of capital growth you can receive on your Investment at maturity will be 60%. If any Reference Asset increases by more than 80% before maturity, your Investment does not terminate. In determining the Maturity Value of your Investment, the level of each Reference Asset is only relevant on the Start Date and the Observation Date.

Section 3: Information on the Strategy (cont).

Capital Series *Aussie Blue Chips* also offers fixed coupon payments over the Investment Term. Coupons are payable based on your Investment Amount. Coupons are not contingent on the performance of the Reference Assets in the Underlying Portfolio, and are payable on the Coupon Payment Dates.

Year	Coupon Payment Date	Coupon
Year 1.5	18 April 2012	A 4.00% coupon is payable on the Coupon Payment Date.
Year 2.5	18 April 2013	A 4.00% coupon is payable on the Coupon Payment Date.
Year 3.5	22 April 2014	A 4.00% coupon is payable on the Coupon Payment Date.
Year 4.5	20 April 2015	A 4.00% coupon is payable on the Coupon Payment Date.
Year 5.5	18 April 2016	A 4.00% coupon is payable on the Coupon Payment Date.

The Reference Assets comprising the Underlying Portfolio are shown below. These Reference Assets are shares currently representing 20 of the largest listed companies in Australia by market capitalisation.

Share and ASX Code	
AMP Limited (AMP)	Origin Energy Limited (ORG)
ANZ Banking Group Limited (ANZ)	QBE Insurance Group Limited (QBE)
BHP Billiton Limited (BHP)	Rio Tinto Limited (RIO)
Brambles Limited (BXB)	Suncorp-Metway Limited (SUN)
Commonwealth Bank of Australia (CBA)	Telstra Corporation Limited (TLS)
CSL Limited (CSL)	Westpac Banking Corporation (WBC)
Foster's Group Limited (FGL)	Westfield Group (WDC)
Macquarie Group Limited (MQG)	Wesfarmers Limited (WES)
National Australia Bank Limited (NAB)	Woolworths Limited (WOW)
Newcrest Mining Limited (NCM)	Woodside Petroleum Limited (WPL)

Information about the Reference Assets

AMP Limited (AMP)

AMP provides life insurance, superannuation, asset management products, pensions, retirement planning and other diversified financial services throughout Australia and New Zealand.

ANZ Banking Group Limited (ANZ)

ANZ is an international bank with activities in general banking, mortgage and instalment lending, life insurance, leasing, hire purchase, general finance, investment banking, investment and portfolio management and advisory services, nominee and custodian services, stock broking and executor and trustee services.

BHP Billiton Limited (BHP)

BHP is an international resources company with principal business lines being mineral exploration and production, including coal, iron ore, gold, titanium, ferroalloys, nickel and copper concentrate, as well as petroleum exploration, production, and refining.

Brambles Limited (BXB)

BXB is a global support services group which provides pallet and plastic container pooling services and information management services.

Commonwealth Bank of Australia (CBA)

CBA provides banking, life insurance and related services for individuals, small businesses and medium sized commercial enterprises. CBA provides corporate and general banking, international financing, institutional banking and stock broking and funds management such as superannuation product.

CSL Limited (CSL)

CSL develops, manufactures and markets human pharmaceutical and diagnostic products derived from human plasma. The Company's products include pediatric and adult vaccines, infection and pain medicine, skin disorder remedies, antivenoms, anticoagulants and immunoglobulins.

Foster's Group Limited (FGL)

FGL manufactures and markets alcoholic and non-alcoholic beverages including beer and wine.

Macquarie Group Limited (MQG)

MQG is an international investment bank providing various banking and financial services, including lease and leveraged financing, acceptance of deposits, underwriting services, foreign currency services and corporate and financial advice.

National Australia Bank Limited (NAB)

NAB is an international banking group which operates in Australia, New Zealand, Europe, Asia and the United States. NAB offers banking services, credit and access card facilities, leasing, housing and general finance, international and investment banking, wealth and funds management, life insurance and custodian, trustee and nominee services.

Newcrest Mining Limited (NCM)

NCM is a gold mining, exploration and production company. NCM's exploration projects include Telfer and Boddington which are located in Western Australia.

Origin Energy Limited (ORG)

ORG is involved in the exploration and production of oil and gas and the retailing of natural gas, liquefied petroleum gas (LPG) and electricity. ORG also participates in natural gas-fired cogeneration and power generation along with infrastructure investment and management services.

QBE Insurance Group Limited (QBE)

QBE is an insurance company which underwrites most forms of commercial and industrial insurance policies, as well as individual policies. QBE also manages Lloyds syndicates and provides investment management services.

Rio Tinto Limited (RIO)

RIO is an international mining company. RIO has interests in mining for aluminum, borax, coal, copper, gold, iron ore, lead, silver, tin, uranium, zinc, titanium dioxide feedstock, diamonds, talc and zircon.

Suncorp-Metway Limited (SUN)

SUN offers retail and business banking, life and general insurance, superannuation and funds management services, including personal banking and loans, personal insurance products, credit cards, pension savings accounts, term deposits, property development finance, commercial lending, investments and lease financing.

Telstra Corporation Limited (TLS)

TLS is a full service domestic and international telecommunications provider for Australia. TLS provides telephone exchange lines to homes and businesses, supplying local, long distance and international telephone calls and supplying mobile telecommunications services.

Section 3: Information on the Strategy (cont).

Westpac Banking Corporation (WBC)

WBC offers general and savings banking, including lending, deposit taking and payment services. WBC also provides investment portfolio management and advice, unit trust and superannuation fund management, nominee and custodian facilities, insurance services, consumer finance, leasing, general finance, foreign exchange dealing and money market services.

Westfield Group (WDC)

WDC is a property trust that invests in, leases and manages retail shopping centres in Australia, New Zealand, the United States and the United Kingdom.

Wesfarmers Limited (WES)

WES owns retail chains, operates mines, writes insurance, manufactures and distributes industrial products, manufactures fertilizers and chemicals, and distributes liquefied petroleum gas and medical and industrial gases.

Woolworths Limited (WOW)

WOW operates supermarkets, specialty and discount department stores, liquor and electronics stores throughout Australia. WOW also manufactures processed foods, exports and wholesales food and offers petrol retailing.

Woodside Petroleum Limited (WPL)

WPL explores for and produces oil and gas from offshore and onshore facilities located in Western Australia and Northern Territory. WPL operates numerous oil and gas fields and pipelines throughout Australia, United States and Mauritania.

Source: Bloomberg

Section 4: What happens at maturity?

At maturity, the Maturity Value of your Investment is calculated and you can choose to either:

- (a) accept physical delivery of the Delivery Parcel, or
- (b) receive the Sale Proceeds from the sale of the Delivery Parcel using our Delivery Asset Sale Service.

Please refer to Section 1.12 “What are my options at maturity?” in Part 1 of this PDS for more information.

The following sections provide information about how the Maturity Value of your Investment is calculated.

4.1 Calculating the Strategy Portfolio Return

The levels used in these examples are for illustrative purposes only and do not represent, and should not be taken to represent, our view of what the levels on those days might be, or what you should expect the levels to be on those days, or the manner in which the levels might move between those days. In these examples you would be reliant on us – Commonwealth Bank – to meet our obligations, which are unsecured.

The Strategy Maturity Value is determined using the Strategy Portfolio Return. The examples below demonstrate how the Strategy Portfolio Return is calculated. The Maturity Value of your Investment is equal to the Strategy Maturity Value.

On the Maturity Date, the Strategy Portfolio Return is calculated in accordance with the steps set out below.

Example 1

Step	Example		
	Reference Asset	Initial Reference Level	Final Reference Level
Step 1: The Initial Reference Level for each Reference Asset is determined on the Start Date.			
Step 2: The Final Reference Level for each Reference Asset is determined on the Observation Date.			
The Final Reference Level is the Reference Level of each Reference Asset, as determined by the Calculation Agent in its discretion.			
	AMP	\$5.30	\$7.71
	ANZ	\$22.11	\$30.37
	BHP	\$38.20	\$79.59
	BXB	\$5.62	\$5.41
	CBA	\$49.67	\$73.20
	CSL	\$33.72	\$36.55
	FGL	\$5.79	\$8.08
	MQG	\$38.28	\$80.90
	NAB	\$23.37	\$25.34
	NCM	\$34.63	\$59.34
	ORG	\$15.87	\$23.75
	QBE	\$18.10	\$21.72
	RIO	\$67.48	\$98.47
	SUN	\$8.67	\$15.00
	TLS	\$3.27	\$5.07
	WBC	\$22.69	\$40.74
	WDC	\$12.96	\$8.39
	WES	\$28.32	\$52.74
	WOW	\$26.98	\$53.41
	WPL	\$42.08	\$39.09

Section 4: What happens at maturity? (cont).

Step	Example		
	Reference Asset	Performance of the Reference Asset	Reference Asset Return
<p>Step 3: The Reference Asset Return for each Reference Asset is calculated.</p> <p>The Reference Asset Return is the lower of:</p> <p>(a) $(\text{Final Reference Level} - \text{Initial Reference Level}) / \text{Initial Reference Level}$ (expressed as a percentage);</p> <p>and</p> <p>(b) 80.00%</p> <p>In this example, the Reference Asset Return for each Reference Asset is shown in the table to the right.</p>	AMP	45.47%	45.47%
	ANZ	37.36%	37.36%
	BHP	108.35%	80.00%*
	BXB	-3.74%	-3.74%
	CBA	47.37%	47.37%
	CSL	8.39%	8.39%
	FGL	39.55%	39.55%
	MQG	111.34%	80.00%*
	NAB	8.43%	8.43%
	NCM	71.35%	71.35%
	ORG	49.65%	49.65%
	QBE	20.00%	20.00%
	RIO	45.92%	45.92%
	SUN	73.01%	73.01%
	TLS	55.05%	55.05%
	WBC	79.55%	79.55%
	WDC	-35.26%	-35.26%
	WES	86.23%	80.00%*
	WOW	97.96%	80.00%*
	WPL	-7.11%	-7.11%
	Total		855.01%
	* The Reference Asset Return in relation to these Reference Assets has been limited to the maximum of 80.00%.		
<p>Step 4: The Strategy Portfolio Return is calculated, which is the equally weighted average of the Reference Asset Returns less 20%, multiplied by the Participation Rate.</p> <p>This can be expressed by the formula:</p> <p>$[(\text{Sum of the Reference Asset Returns} / 20) - 20\%] \times \text{Participation Rate}$, expressed as a percentage</p> <p>In this example the Strategy Portfolio Return is 22.75% $[(855.01\% / 20) - 20\%] \times 100\%$</p>			22.75%

4.2 Calculating the Maturity Value

The Strategy Maturity Value is calculated using the Strategy Portfolio Return.

The coupon payments received during the Investment Term are in addition to the Maturity Value.

	Strategy Investment Amount	Strategy Capital Protection Amount
Capital Series <i>Aussie Blue Chips</i>	\$20,000.00	\$20,000.00
Total Capital Protection Amount	\$20,000.00	

Example 2

This example assumes a positive return.

The Strategy Portfolio Return is 22.75% (as calculated in Example 1).

The Strategy Maturity Value is the greater of:

(a) your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return)

$$= \$20,000.00 + (\$20,000.00 \times 22.75\%)$$
$$= \$20,000.00 + \$4,550.00$$
$$= \$24,550.00$$

and

(b) your Strategy Capital Protection Amount

$$= \$20,000.00$$

In this example, if you invested \$20,000 in Capital Series *Aussie Blue Chips*, the Strategy Maturity Value would be \$24,550.00. Therefore, the Maturity Value of your Investment is also \$24,550.00

Result: You would receive your Investment Amount and the capital growth generated over the term. Depending on your choice, you will receive either physical delivery of the Delivery Parcel to the value of \$24,550.00, or a cash payment (the Sale Proceeds) of \$24,550.00. If you choose to receive Sale Proceeds, the Brokerage Fee will be charged to you separately.

Example 3

This example assumes a 0.00% return.

The Strategy Portfolio Return is 0.00%.

The Strategy Maturity Value is the greater of:

(a) your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return)

$$= \$20,000.00 + (\$20,000.00 \times 0.00\%)$$
$$= \$20,000.00 + \$0.00$$
$$= \$20,000.00$$

and

(b) your Strategy Capital Protection Amount

$$= \$20,000.00$$

In this example, if you invested \$20,000 in Capital Series *Aussie Blue Chips*, the Strategy Maturity Value would be \$20,000.00. Therefore, the Maturity Value of your Investment is also \$20,000.00

Result: There would not be any capital growth in your Investment. You would receive your Investment Amount back. Depending on your choice, you will receive either physical delivery of the Delivery Parcel to the value of \$20,000.00, or a cash payment (the Sale Proceeds) of \$20,000.00. If you choose to receive Sale Proceeds, the Brokerage Fee will be charged to you separately.

Section 4: What happens at maturity? (cont).

Example 4

This example assumes a negative return.

The Strategy Portfolio Return is -30.00%.

The Strategy Maturity Value is the greater of:

(a) your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return)

$$\begin{aligned} &= \$20,000.00 + (\$20,000.00 \times -30.00\%) \\ &= \$20,000.00 + (-\$6,000.00) \\ &= \$14,000.00 \end{aligned}$$

and

(b) your Strategy Capital Protection Amount

$$= \$20,000.00$$

In this example, if you invested \$20,000 in Capital Series *Aussie Blue Chips*, the Strategy Maturity Value would be \$20,000.00. Therefore, the Maturity Value of your Investment is also \$20,000.00

Result: There would not be any capital growth in your Investment. You would receive your Investment Amount back. Depending on your choice, you will receive either physical delivery of the Delivery Parcel to the value of \$20,000.00, or a cash payment (the Sale Proceeds) of \$20,000.00. If you choose to receive Sale Proceeds, the Brokerage Fee will be charged to you separately.

If you have a financial adviser, please contact them if you require further information. If you do not have a financial adviser, call us on **13 15 20**.

Section 5: Further tax considerations

Commonwealth Bank does not provide taxation advice. Taxation law is complex and its application will depend on your circumstances.

Section 4 "Taxation" in Part 1 of this PDS contains a tax opinion from Greenwood & Freehills Pty Limited which discusses the indicative tax treatment for Capital Series investors, including the ATO's determinations on deferred purchase agreements (the "G&F Tax Opinion").

Greenwood & Freehills Pty Limited have confirmed that the information contained in the G&F Tax Opinion is relevant and accurate in relation to Capital Series *Aussie Blue Chips*.

Section 6: Schedule of Terms

This Schedule of Terms constitutes the specific terms for Capital Series *Aussie Blue Chips*.

You should read both Part 1 and Part 2 of this PDS completely, including the Terms of Sale before you make a decision to invest in Capital Series *Aussie Blue Chips*.

Issuer	Commonwealth Bank of Australia ("Commonwealth Bank")
Broker to the Issuer	Commonwealth Securities Limited ("CommSec")
Investment Term	5.5 years (subject to clause 13.15 of the Terms of Sale)
Strategy offered under this PDS	Capital Series <i>Aussie Blue Chips</i>
Underlying Portfolio	The basket of Reference Assets each with an equal weighting
Reference Asset	Each of: AMP Limited (AMP) ANZ Banking Group Limited (ANZ) BHP Billiton Limited (BHP) Brambles Limited (BXX) Commonwealth Bank of Australia (CBA) CSL Limited (CSL) Foster's Group Limited (FGL) Macquarie Group Limited (MQG) National Australia Bank Limited (NAB) Newcrest Mining Limited (NCM) Origin Energy Limited (ORG) QBE Insurance Group Limited (QBE) Rio Tinto Limited (RIO) Suncorp-Metway Limited (SUN) Telstra Corporation Limited (TLS) Westpac Banking Corporation (WBC) Westfield Group (WDC) Wesfarmers Limited (WES) Woolworths Limited (WOW) Woodside Petroleum Limited (WPL)
Issue Size	Proposed A\$10 million
Minimum Investment Amount	A\$10,000.00
Initial Reference Level	The Reference Level of the Reference Asset on the Start Date as determined by the Calculation Agent, in its discretion
Final Reference Level	The Reference Level of the Reference Asset on the Observation Date, as determined by the Calculation Agent, in its discretion
Determined Level	Not applicable to Capital Series <i>Aussie Blue Chips</i>
Observation Date	Five Business Days prior to Maturity Date
Reference Asset Return	The Reference Asset Return for each Reference Asset is calculated as the lower of: (a) $(\text{Final Reference Level} - \text{Initial Reference Level}) / \text{Initial Reference Level}$ (expressed as a percentage) and (b) 80.00%
Strategy Portfolio Return	The Strategy Portfolio Return is calculated as the equally weighted average of the Reference Asset Returns less 20%, multiplied by the Participation Rate. This can be expressed by the formula: $[(\text{Sum of the Reference Asset Returns} / 20) - 20\%] \times \text{Participation Rate}$, expressed as a percentage

Strategy Capital Protection Amount	100% of the Investment Amount only at maturity												
Strategy Maturity Value	The greater of: <ul style="list-style-type: none"> ➤ your Strategy Investment Amount + (your Strategy Investment Amount x Strategy Portfolio Return) and ➤ your Strategy Capital Protection Amount 												
Maturity Value	Equal to the Strategy Maturity Value												
Coupon Payments	Coupons are payable on your Investment Amount. Coupons are not contingent on the performance of the Reference Assets in the Underlying Portfolio and are payable on the Coupon Payment Dates in the table below. <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Coupon Payment Date</th> <th>Coupon</th> </tr> </thead> <tbody> <tr> <td>18 April 2012</td> <td>A 4.00% coupon is payable on the Coupon Payment Date</td> </tr> <tr> <td>18 April 2013</td> <td>A 4.00% coupon is payable on the Coupon Payment Date</td> </tr> <tr> <td>22 April 2014</td> <td>A 4.00% coupon is payable on the Coupon Payment Date</td> </tr> <tr> <td>20 April 2015</td> <td>A 4.00% coupon is payable on the Coupon Payment Date</td> </tr> <tr> <td>18 April 2016</td> <td>A 4.00% coupon is payable a on the Coupon Payment Date</td> </tr> </tbody> </table>	Coupon Payment Date	Coupon	18 April 2012	A 4.00% coupon is payable on the Coupon Payment Date	18 April 2013	A 4.00% coupon is payable on the Coupon Payment Date	22 April 2014	A 4.00% coupon is payable on the Coupon Payment Date	20 April 2015	A 4.00% coupon is payable on the Coupon Payment Date	18 April 2016	A 4.00% coupon is payable a on the Coupon Payment Date
Coupon Payment Date	Coupon												
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18 April 2016	A 4.00% coupon is payable a on the Coupon Payment Date												
Coupon Payment Date	Coupon Payment Dates are: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Year</th> <th>Coupon Payment Date</th> </tr> </thead> <tbody> <tr> <td>Year 1.5</td> <td>18 April 2012</td> </tr> <tr> <td>Year 2.5</td> <td>18 April 2013</td> </tr> <tr> <td>Year 3.5</td> <td>22 April 2014</td> </tr> <tr> <td>Year 4.5</td> <td>20 April 2015</td> </tr> <tr> <td>Year 5.5</td> <td>18 April 2016</td> </tr> </tbody> </table>	Year	Coupon Payment Date	Year 1.5	18 April 2012	Year 2.5	18 April 2013	Year 3.5	22 April 2014	Year 4.5	20 April 2015	Year 5.5	18 April 2016
Year	Coupon Payment Date												
Year 1.5	18 April 2012												
Year 2.5	18 April 2013												
Year 3.5	22 April 2014												
Year 4.5	20 April 2015												
Year 5.5	18 April 2016												
Participation Rate	The Participation Rate for Capital Series <i>Aussie Blue Chips</i> is 100%												
Early Termination	Capital Series <i>Aussie Blue Chips</i> is a hold to maturity investment. However, your Investment may be terminated prior to the Maturity Date. In determining the Early Termination Value, we take into account Break Costs which may result in an Early Termination Value which is less than your Investment Amount.												
Calculation Agent	Commonwealth Bank of Australia												
Initial Adviser Fee	The amount agreed between you and your adviser, which will be paid to your adviser as an adviser fee.												
Brokerage Fee	Where you choose to accept the Sale Proceeds at maturity or upon Early Termination, you will use our Delivery Asset Sale Service. We charge a Brokerage Fee of up to 0.55% (including GST) of the Maturity Value or Early Termination Value (whichever is applicable) to use this service. This fee will be charged separately to your nominated bank account.												
Early Termination Fee	An amount up to \$500 on sale before maturity												
Delivery Asset	At the commencement of Capital Series <i>Aussie Blue Chips</i> , the Delivery Asset is one unit in the SPDR S&P/ASX 200 Fund (this is referred to as the Specified Delivery Asset). On the occurrence of an Adjustment Event, we may substitute the Specified Delivery Asset with the Substituted Delivery Asset. The Substituted Delivery Asset may be any Security as determined by us. Please see Section 1 in Part 1 of this PDS and clause 9 of the Terms of Sale in Part 1 of this PDS for more information.												
Delivery Asset Price	The price per unit of the Delivery Asset paid by us to purchase the Delivery Asset on the Trade Date												
Delivery Parcel	The number of Delivery Assets for which we take delivery on your behalf on the Trade Date												
Delivery Asset Issuer	At the commencement of Capital Series <i>Aussie Blue Chips</i> , State Street Global Advisors Australia Services Limited (ABN 16 108 671 441)												
Delivery Asset Market	Australian Securities Exchange Limited (ASX)												

Section 6: Schedule of Terms (cont).

Start Date	11 October 2010
Maturity Date	18 April 2016
Trade Date	26 April 2016
Settlement Date	29 April 2016
Reference Level	The verified closing level of each Reference Asset on any relevant day in the place of the financial market to which such Reference Asset relates, as reported or published by the Reference Asset Provider.
Offer	The offer made by you under clause 1 of the Terms of Sale, in response to this invitation
Reference Asset Provider	The Australian Securities Exchange Limited
Investment	Your investment in Capital Series Aussie Blue Chips
Strategy Investment Amount	The amount you invest in Capital Series Aussie Blue Chips as confirmed by us to you in the Acceptance Notice, which must be a minimum of the Minimum Investment Amount and thereafter a whole multiple of \$1,000.
Investment Amount	Equal to the Strategy Investment Amount of Capital Series Aussie Blue Chips as confirmed by us to you in the Acceptance Notice

Capital Series

Aussie Blue Chips

Application Form



Application Form Instructions

You can apply as:

- > **An Individual**
- > **Two Individuals***
- > **A Company**
- > **A Trustee (corporate and individual) on behalf of a Trust or Superannuation Fund**

* Commonwealth Bank will accept instructions on the account from either party involved.

This Application Form is to be used for investing in Capital Series *Aussie Blue Chips* and applying for a Capital Investment Loan or a Capital Investment Loan and an Interest in Advance Loan.

Tick	Section
	A Applicant Details – Your personal and contact details
	B Application Amount and Method of Payment – How much you are investing and how you are going to pay for your Investment
	C Cheque Details – Only if you have attached a cheque
	D Direct Debit and Direct Credit Request – Your direct debit details (if you have selected to pay using Direct Debit in Section B or if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan). Your direct credit details to receive payments
	E Capital Investment Loan and Interest in Advance Loan – You must complete this section if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan
	F Identification Details – Identify yourself, and attach the relevant documents for identification. Certified identification documents are required for customers that do not have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account or for customers that do not submit this Application through a Financial Adviser
	G Questionnaire – You must complete the questions in this section
	H Appointment of Nominated Representative(s) – Your Nominated Representative(s) details
	I Financial Adviser Details and Declaration – Compulsory for Financial Adviser – to be completed by Financial Adviser If your Financial Adviser is appointed as a Nominated Representative, your Financial Adviser must sign Section H
	J Declaration and Signature(s) – Read and sign the Declaration statement

Send your completed and signed Application Form to:

Capital Series *Aussie Blue Chips*
Commonwealth Securities
Locked Bag 34
Australia Square NSW 1214

Note: Please ensure that you have attached all supporting documentation for your Application.

Please read in full the PDS (both Part 1 dated 23 August 2010 and Part 2 dated 23 August 2010), including the Terms of Sale and Terms and Conditions of the Loan. Where applicable, capitalised terms used in this Application Form are defined in the Terms of Sale or Terms and Conditions of the Loan in Part 1 of this PDS.

The Terms of Sale contain important information about Capital Series *Aussie Blue Chips* and the Terms and Conditions of the Loan contain important information about the Capital Investment Loan and the Interest in Advance Loan. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Terms of Sale and the Terms and Conditions of the Loan. While the Terms of Sale and the Terms and Conditions of the Loan are current, Commonwealth Bank or a securities dealer or other licensed financial intermediary who has provided an electronic copy of it will send a paper copy of the Terms of Sale and Terms and Conditions of the Loan and the Application Form on request and without charge.

Application Form Instructions (cont.)

If this PDS (both Part 1 dated 23 August 2010 and Part 2 dated 23 August 2010) is distributed electronically, then those receiving it electronically should note that Applications can only be accepted if Commonwealth Bank receives a completed current Application Form which accompanied the electronic or paper copy of this PDS.

Correct form of registrable title. Applications must be in the name(s) of natural persons, companies, trusts or superannuation funds acceptable to Commonwealth Bank. A non-registrable name may be included by way of account designation if completed exactly as described below.

Type of Investor	Correct Form	Examples of Incorrect Form
Individual. Use given names not initials	John Adam Smith	J.A. Smith
Company. Do not use abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts. Use Trustee's personal name. Do not use the name of the Trust	John Smith <John Smith Family A/C>	John Smith Family Trust
Partnerships. Use personal names not the name of the partnership	John Smith and Michael Smith <John Smith & Sons A/C>	John Smith & Son
Clubs/Incorporated Bodies/Business Names.	Amanda Smith <ABC Bowling Club>	ABC Bowling Club
Superannuation Funds. Use Trustee's name not the name of the Trust	John Smith Pty Ltd <Super Fund A/C>	John Smith Pty Ltd Superannuation Fund



A Applicant Details

SECTION A1: APPLICANT 1 / DIRECTOR 1 / INDIVIDUAL TRUSTEE 1

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female Date of Birth / /

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address

APPLICANT 2 / DIRECTOR 2 / INDIVIDUAL TRUSTEE 2 (if applicable)

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female Date of Birth / /

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address



A Applicant Details (cont.)

SECTION A2: COMPANY APPLICANT

› If you are a Company Applicant, you must also complete Section A1 with Director 1 and / or Director 2 details.

Company Name

ACN

Registered address State Postcode

Principal place of business (if any) (PO Box is NOT acceptable). Write "as above" if the principal place of business is the same as the Registered office

Street

Suburb State Postcode

Postal address State Postcode

Phone Numbers Business Hours Fax

Email address

SECTION A3: TRUST / SUPERANNUATION FUND APPLICANT

- › Individual(s) as trustee(s): you must also complete Section A1 with Trustee 1 and / or Trustee 2 details.
- › Company as a trustee: you must also complete Section A1 with Director 1 and / or Director 2 details and Section A2 with your Company details.

Trustee(s) name *(Insert Individual Trustee name(s) or Corporate Trustee(s) name)*

Trustee(s) business name *(if any)*

Trust/Superannuation name

ABN



B Application Amount and Method of Payment

APPLICATION AMOUNT

Please write the amount you wish to invest.

Strategy	Strategy Investment Amount	
<input type="text" value="Aussie Blue Chips"/>	<input type="text" value="\$"/>	
Investment Amount <i>(equal to the Strategy Investment Amount)</i>	<input type="text" value="\$"/>	<input type="text" value="A"/>
Initial Adviser Fee	<input type="text" value="\$"/>	+ <input type="text" value="B"/>
Application amount	<input type="text" value="\$"/>	C = A + B

- › Minimum Investment Amount is \$10,000
- › Strategy Investment Amount is the amount you invest in the Strategy (which must be a minimum of the Minimum Investment Amount and thereafter a whole multiple of \$1,000)
- › Initial Adviser Fee is the amount agreed between you and your adviser, which will be paid to your adviser as an adviser fee.
- › Application Amount is the sum of the Investment Amount and the Initial Adviser Fee.

PAYMENT METHOD

Please indicate by ticking one of the boxes below:

Using your own funds:

- Cheque** (made out to Commonwealth Bank. You **must** complete Section C); OR
- OR
- Direct Debit** (you **must** complete and sign the Direct Debit and Direct Credit Request in Section D)

Applying for a Loan:

- Capital Investment Loan (subject to approval). You **must** complete Sections D and E; OR
- OR
- Capital Investment Loan **and** Interest in Advance Loan (subject to approval). You **must** complete Sections D and E.

C Cheque Details

› This section is compulsory if you are attaching a cheque with your Application Form. Complete this section with details of your cheque.

Drawer	<input type="text"/>
Bank	<input type="text"/>
Branch	<input type="text"/>
Amount	<input type="text" value="\$"/>



D Direct Debit and Direct Credit Request

This Section is compulsory if:

- › You are paying the Application Amount by Direct Debit – we will direct debit the bank account nominated by you in this section on or after the Closing Date of Capital Series *Aussie Blue Chips*
- › You are applying for a Capital Investment Loan – we will direct debit from the bank account nominated by you in this section:
 - (a) the interest payments on your Capital Investment Loan. If interest is payable monthly in arrears we will debit your bank account at the end of each month. If interest is payable annually in advance, we will debit your bank account on the Start Date; and
 - (b) any difference between the Investment Amount and the amount we agree to lend to you.
- › You are applying for an Interest in Advance Loan – we will direct debit from the bank account nominated by you in this section the principal and interest repayments on your Interest in Advance Loan.
- › You want to receive any cash payments via direct credit, such as coupon payments.

› The Account Name must be a holder of the Capital Series *Aussie Blue Chips* investment and must be held with banks, building societies and credit unions within Australia. Direct Debit is not allowed on the full range of accounts. If in doubt, please refer to your bank.

Form of Request for debiting amounts to accounts through the Bulk Electronic Clearing System (BECS). If you wish to make any payment relating to Capital Series *Aussie Blue Chips* by Direct Debit, we can arrange a Direct Debit from your bank account with an Australian Financial Institution. If you are applying for Capital Investment Loan, the Initial Adviser Fee (if any) and interest payment on your Loan will be debited from the bank account nominated in this section.

By completing this Direct Debit and Direct Credit Request you are authorising Commonwealth Securities Ltd (APCA User ID No. 062934) (“Commonwealth Securities”) to both direct debit and direct credit your account.

I / We (Name that appears on your account)

authorise and request, Commonwealth Securities as agent for Commonwealth Bank of Australia to arrange for funds to be debited from my / our account at the Financial Institution identified on the next page and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement on the next page.

I / We authorise the following:

1. Commonwealth Bank to verify the details of the account with my / our Financial Institution.
2. The Financial Institution to release information allowing Commonwealth Bank to verify the account details.

Signed by Applicant 1 / Director 1 / Individual Trustee 1

Print full name	Signature	Date
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text" value="X"/>	<input style="width: 100%; height: 25px;" type="text" value="/ /"/>

Signed by Applicant 2 / Director 2 / Individual Trustee 2

Print full name	Signature	Date
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text" value="X"/>	<input style="width: 100%; height: 25px;" type="text" value="/ /"/>

Note: – If the Bank Account is in joint names, both account holders must sign.
– For Company Applicants and Corporate Trustee Applicants, two (2) Directors or one Director (if you are a sole director) must sign.



D Direct Debit and Direct Credit Request (cont.)

Direct Debit Payment Instructions

Bank Name

Branch

Account Name

BSB No.

Account No.

Note: Direct Debit is not allowed on the full range of accounts. If in doubt, please refer to your bank.

Direct Credit Payment Instructions

Any cash payment will be credited to the bank account nominated by you in this section. The bank account must be in the exact same name/s as your Capital Series Aussie Blue Chips investment.

If this is the same account as you nominated under “Direct Debit Payment Instructions” above, please write “as above” in the box below.

Otherwise, please complete your account details below:

Bank Name

Branch

Account Name

BSB No.

Account No.

COMMONWEALTH BANK CAPITAL SERIES AUSSIE BLUE CHIPS, CAPITAL INVESTMENT LOAN AND INTEREST IN ADVANCE LOAN DIRECT DEBIT SERVICE AGREEMENT

Debit arrangements

1. We reserve the right to charge a transaction fee if any debit item already debited from your nominated account is returned as unpaid by the Financial Institution.
2. We will keep the information about your nominated account at the Financial Institution private and confidential unless this information is required by us to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.
3. In the event of a debit returned unpaid we may attempt a redraw on your bank account nominated above.
4. We will advise you 14 days in advance of any changes to the Direct Debit arrangements.

Your Rights

5. You may terminate the Direct Debit arrangement with us, however this termination must be in writing.
6. Where you consider the debit is incorrect in either the due date or amount or both, you should raise the matter with your financial adviser or with Commonwealth Bank on 13 15 20.

Your Responsibilities

7. It is your responsibility:
 - to check with the Financial Institution where your account is held before completing the Direct Debit Request (DDR) as Direct Debiting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. You should also complete your account details (including Bank State Branch (BSB) number) directly from a recent account statement from your Financial Institution;
 - to ensure sufficient cleared funds are available in the bank account nominated above to meet the debit on the due settlement date of your transactions executed by Commonwealth Bank;
 - to ensure that the authorisation to debit the bank account nominated is in the same name as the account held by the Financial Institution;
 - to advise us if the account you have nominated to debit is transferred or closed;
 - to ensure that suitable arrangements are made if the Direct Debit is cancelled;
 - by yourself;
 - by your nominated Financial Institution; or
 - for any other reason



E Capital Investment Loan and Interest in Advance Loan

› Only complete Section E if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan to fund your investment in Capital Series *Aussie Blue Chips*. Note that a Superannuation Fund cannot borrow to invest in Capital Series *Aussie Blue Chips* with the Capital Investment Loan. Please complete all sections.

Note: The references to “loan amount” in the table below refer to the combined loan amount of any Commonwealth Investment Loan, Interest in Advance Loan or any other Capital Investment Loan you have with us.

What to include with your Application Form.

Please choose which of the following categories your application is in, and attach documentation as listed in the tables below.

	LOAN AMOUNT OF \$100,000 OR UNDER	LOAN AMOUNT ABOVE \$100,000 UP TO AND EQUAL TO \$500,000	LOAN AMOUNT OF OVER \$500,000
Application submitted through a Financial Adviser	Category 1	Category 1	Category 2
Application NOT submitted through a Financial Adviser	Category 1	Category 2	Category 2

CATEGORY 1

- For salaried applicants, provide **one** or **both** of the following:
 - Latest payslip or pay advice detailing your base salary
 - Last year’s tax return
- For company, trust, or self-employed applicants provide the following:
 - Last year’s tax returns and financial statements.

CATEGORY 2

- Provide one of the following:
 - Last three payslips or pay advices detailing your base salary
 - Letter from your employer confirming length of employment, base income and regular overtime bonuses
 - Last two years’ tax returns and financial statements for company, trust, or self-employed applicants
 - Evidence of asset ownership, which includes bank statement, chess certificate, managed funds statement, rates notice
 - Accountant’s certificate confirming income, asset and liability position

The information contained in the supporting documentation you provide with your Application Form must be consistent with the information in the Statement of Income and Expenditure on page 10 completed by you.

Please note:

- Additional information may be requested at Commonwealth Bank’s discretion
- For Company Borrowers and Trustee Borrowers (corporate or individual) additional fees may apply.
- For Trust Applications, special provisions may apply
- For further information, contact your Financial Adviser (if applicable), otherwise call our Client Service Team on 13 15 20.



E Capital Investment Loan and Interest in Advance Loan (cont.)

SECTION E1: CAPITAL INVESTMENT LOAN OFFER AND INTEREST IN ADVANCE LOAN OFFER

You may apply to borrow an amount up to the Total Capital Protection Amount (a Capital Investment Loan). The Total Capital Protection Amount is the sum of each Strategy Capital Protection Amount.

	Strategy Investment Amount (from Section B)			Strategy Capital Protection Amount
Aussie Blue Chips	\$	X	100% of Strategy Investment Amount	= \$
Investment Amount	\$		Total Capital Protection Amount	\$
Amount you wish to borrow (must not exceed the Total Capital Protection Amount, and must be in multiples of \$1,000)				\$

If you apply for a Capital Investment Loan you may also apply to borrow an amount equal to the annual interest in advance on the Capital Investment Loan (an Interest in Advance Loan).

What Loan(s) are you applying for? (please tick either the first box only, or the first and second boxes)

Capital Investment Loan – You offer to borrow from us the amount specified above, which is equal to or less than your Total Capital Protection Amount for this product. We may agree to lend you this amount or a lesser amount.

AND

Interest in Advance Loan – You offer to borrow from us the prepayment of your fixed annual interest on your Capital Investment Loan. The interest on your Interest in Advance Loan will be fixed and paid monthly in arrears by debiting your Nominated Account.

How do you want to pay interest on your Capital Investment Loan? (please tick one)

Variable monthly in arrears; or

Fixed monthly in arrears; or

Fixed annually in advance (NB: You must tick this box if you apply for an Interest in Advance Loan)

Notes:

- If your Capital Investment Loan is approved, we will only lend up to the Total Capital Protection Amount to you. Any Initial Adviser Fee will be debited separately from your bank account as nominated in Section D of this Application Form.
- We will debit your Nominated Account for the amount equal to the difference between your Investment Amount and the amount we agree to lend you.
- If your Interest in Advance Loan is approved, we will lend an amount equal to the annual interest in advance on your Capital Investment Loan.

Note: Guarantee documents – Each Director of a Company Borrower or Corporate Trustee Borrower must provide a Guarantee in respect of the Company Borrower/Corporate Trustee Borrower's obligations under the Capital Investment Loan and the Interest in Advance Loan (if applicable). Following receipt of your Application, we will send to each Director the Guarantee documents for execution. The Guarantee documents must be executed and returned to us before your Capital Investment Loan and your Interest in Advance Loan (if applicable) can be funded.



E Capital Investment Loan and Interest in Advance Loan (cont.)

Borrower 1 / Director 1 / Individual Trustee 1

STATEMENT OF INCOME AND EXPENDITURE

Annual Income		Annual Expenditure	
Salary (before tax)	\$	Living Expenses (excluding any loan repayments listed in the Liabilities table)	\$
Rental Income (before tax)	\$		
Dividend Income (before tax)	\$		
Other Income Details –	\$		
	\$		
	\$		
Total Income	\$	Total Expenditure	\$

BALANCE SHEET

Assets	
Residential Property Address –	\$
Investment Property Address –	\$
Shares	\$
Motor Vehicles	\$
Other Tangible Assets (e.g. cash) Details –	\$
Total Assets	\$

Liabilities

Amortising Facilities – Home Loan / Investment Home Loan / Personal Loan / Lease / Other Facilities

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$

Revolving / Interest Only Facilities – Margin Loans / Investment Loan / Line of Credit / Other

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$



E Capital Investment Loan and Interest in Advance Loan (cont.)

Credit Cards

	Name of lender	Credit Limit	Interest rate
Card 1		\$	%
Card 2		\$	%

Borrower 2 / Director 2 / Individual Trustee 2

STATEMENT OF INCOME AND EXPENDITURE

Annual Income		Annual Expenditure	
Salary (before tax)	\$	Living Expenses (excluding any loan repayments listed in the Liabilities table)	\$
Rental Income (before tax)	\$		
Dividend Income (before tax)	\$		
Other Income	\$		
Details –	\$		
Total Income	\$	Total Expenditure	\$

BALANCE SHEET

Assets	
Residential Property Address –	\$
Investment Property Address –	\$
Shares	\$
Motor Vehicles	\$
Other Tangible Assets (e.g. cash) Details –	\$
Total Assets	\$

Liabilities

Amortising Facilities – Home Loan / Investment Home Loan / Personal Loan / Lease / Other Facilities

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$



E Capital Investment Loan and Interest in Advance Loan (cont.)

Revolving / Interest Only Facilities – Margin Loans / Investment Loan / Line of Credit / Other

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$

Credit Cards

	Name of lender	Credit Limit	Interest rate
Card 1		\$	%
Card 2		\$	%

SECTION E2: RISK DISCLOSURE

Risk statement for Loan Applicants

Before you apply for a Capital Investment Loan and an Interest in Advance Loan (if applicable), you must consider:

- whether the Loans are right for you; and
- the risks associated with the Loans; and
- the risks involved in investing in Capital Series *Aussie Blue Chips* in which you are applying the proceeds of the Loans.

We strongly suggest that you obtain independent legal, tax and financial advice to get a better idea of the risks involved and the way in which you can manage the Loans.

You and your advisers should be aware of the following risks:

- borrowing money to invest in Capital Series *Aussie Blue Chips* (gearing) can magnify the financial effect on you of any decrease in the value of your investment in Capital Series *Aussie Blue Chips*;
- income from your investments (if any) may fluctuate. Also, the time at which you pay interest on your Loan Account may be different from the time at which you can earn income on your investment;
- repayment of any part of the Loans before the Final Maturity Date which can occur through your decision or your default may result in significant costs being payable by you to us;
- the Terms and Conditions of the Loan as they apply to you and the choices you make may have significant tax implications for you.

There may be circumstances in which we can require you to pay all of what you owe to us immediately. Those circumstances include where:

- you fail to pay any sum payable by you to us on the date the payment is due;
- we consider that your financial position has deteriorated to a point where you may not be able to meet any obligation you owe to us.

You should familiarise yourself with the other circumstances in which we can ask you to pay us immediately (for example, see Clause 8 to Clause 10 and Clause 12 of the Loan Agreement).

You should obtain independent legal, tax, and financial advice on the effect on your investment, tax and financial obligations if the Loans are repaid early.

Payments to Loan Account

If we accept your application for a Capital Investment Loan, you will have a Capital Investment Loan Account (“CIL Loan Account”). If we accept your application for an Interest in Advance Loan you will also have an Interest in Advance Loan Account (“IAL Loan Account”).

Other than when we require you to pay your CIL Loan Account in full, we do not require you to make any principal payments on your CIL Loan Account. If you have an IAL Loan Account we require you to make principal and interest payments on your IAL Loan Account. The amount you owe to us can increase with unpaid interest and unpaid fees and charges we debit to your CIL Loan Account and your IAL Loan Account (if applicable).

We charge interest on the debit balance of your Loan Account. The balance of your Loan Account may increase with unpaid interest, fees and charges sufficient to require us to terminate the Loan Account.

E Capital Investment Loan and Interest in Advance Loan (cont.)

Taxation

You should speak to an independent taxation adviser to determine whether you can deduct part of the interest incurred by you on your Loan Account. If you have an Interest in Advance Loan we require you to make principal and interest payments on your loan. Depending on your individual circumstances, some or all of the interest otherwise deductible might be disallowed by the Australian Tax Office.

You may wish to negatively gear your investment in Capital Series *Aussie Blue Chips* with the loan proceeds, however, it may not be possible to do so.

You have sole responsibility for deciding to invest in Capital Series *Aussie Blue Chips* for which this Loan is supplied. We do not:

- recommend Capital Series *Aussie Blue Chips*; or
- give any opinion on the performance of Capital Series *Aussie Blue Chips*, even if we are willing to lend money against Capital Series *Aussie Blue Chips*.

SECTION E3: AUTHORISATIONS BY BORROWER(S)

All Borrowers

You authorise us

- (a) to give to any Guarantor or proposed Guarantor (i) any credit information or record that has any bearing on your creditworthiness, credit standing, credit history or credit capacity in connection with such credit facilities for the purpose of deciding whether to act or continue to act as Guarantor in respect of, or to offer property as security for, your credit facilities; (ii) a copy of the Loan Agreement, of any formal demand we send to you and, if the Guarantor asks, a copy of the latest statement of your Loan Account;
- (b) to give to and / or receive from your Stockbroker and / or Nominated Representative any record or personal information about you or your credit facilities in connection with the processing and accepting of any application to us for credit and / or the subsequent management of the credit provided;
- (c) to exchange with Commonwealth Securities (which manages the Capital Investment Loan and Interest in Advance Loan products on our behalf) any record or personal information about you in connection with the processing and accepting of this application and / or the subsequent management of any credit which we may agree to provide; and
- (d) to exchange (for market purposes) with our subsidiaries which provide related or ancillary financial services, any record or personal information about you concerning any credit which we may agree to provide.

Individual Borrowers

(not applicable to Company Borrower or Corporate Trustee Borrower)

You authorise us

- (a) to give a credit reporting agency certain personal information about you including the fact that you have applied for credit and the amount, any payments which become overdue more than 60 days and, in specified circumstances, that in our opinion you have committed a serious credit infringement;
- (b) to obtain from a credit reporting agency information relating to your commercial credit activities and a credit report containing personal and credit information about you to assess this application or for the purpose of collecting overdue payments in respect of any credit which we have provided to you or your company / firm;
- (c) to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency or a commercial reporting agency respectively information about your credit arrangements including your creditworthiness, credit standing, credit history and credit capacity. The information may be given and used for purposes that include assessing an application by you for credit, assisting you avoid defaulting on your credit obligations, notifying other credit providers of a default by you, assessing your creditworthiness, and, where the information is given to participants in a securitisation scheme, assessing the risk in purchasing any loan given to or applied for by you and/or the risk in undertaking credit enhancement of any such loan; and
- (d) when we are performing tasks reasonably necessary to the provision and management of securitised loans, to obtain from a credit reporting agency a credit report containing personal credit information about you for the securitisation purposes permitted by Section 18E(1)(b)(ia) of the *Privacy Act 1988 (Cth)*.

SECTION E4: ACKNOWLEDGEMENTS AND SIGNATURES OF BORROWER(S)

Note: Each Borrower must sign.

By signing this Application you acknowledge that:

1. If you are an Individual Borrower, you declare that the proceeds of the Loans which may be provided to you are to be applied wholly or predominantly for:
 - business purposes; or
 - investment purposes (after 1 July 2010, other than investment in residential property).



E Capital Investment Loan and Interest in Advance Loan (cont.)

IMPORTANT

You should not sign this declaration unless the proceeds of the Loan is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes (after 1 July 2010, other than investment in residential property).

By signing this declaration you may **lose** your protection under the Consumer Credit Code prior to 1 July 2010 and the National Credit Code from 1 July 2010.

- All information which you have given in this Application is correct and not misleading in any way.
- You have read and understood the Terms and Conditions of the Loans (having taken such independent legal, financial and tax advice as you have needed).
- You have read and understood the Risk Disclosure Statement.
- You have not relied on any tax advice from us and have sought your own independent legal and financial advice in relation to your obligations under the Capital Investment Loan and Interest in Advance Loan (if applicable).
- We may pay adviser fees which your adviser has declared an entitlement to in Section I of the Application Form and reimburse promotional and marketing fees to any broker or financial planner or other financial intermediary who introduces the Borrower to us and pay Commonwealth Securities their fees and costs relating to the administration of the Capital Investment Loan and Interest in Advance Loan (if applicable).
- If we approve and accept your application for a Capital Investment Loan then you will automatically be legally bound by the Terms and Conditions of the Loan applicable to you. If we approve and accept your application for an Interest in Advance Loan then you will automatically be legally bound by the Terms and Conditions of the Loan applicable to you. No drawings will be allowed, and we may void the contract, unless our security requirements are satisfied.
- You understand and acknowledge that the law requires signatories to provide true and correct information and state all the names by which they are commonly known. You also understand that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.
- You declare that the details as shown on this Application are complete and correct.
- You consent to the use and disclosure of your information as indicated in Section E3 of this Application Form.

SIGNING CLAUSES

For Company Borrower or Corporate Trustee Borrower.

If you are a Director of a Company Borrower or a Corporate Trustee Borrower:

- you sign this Application in your capacity as a Director;
- by signing, you confirm that there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due.

For Company Borrowers and Corporate Trustee Borrowers, two Directors or one Director (if you are a sole director) must sign in accordance with s127 of the *Corporations Act 2001 (Cth)*.

If executed by a Company Borrower or Corporate Trustee Borrower:

Company Name

ABN/ACN

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Signed by Individual Borrower 1 / Director 1 / Individual Trustee Borrower 1

Print full name

Signature

Date

Signed by Individual Borrower 2 / Director 2 / Individual Trustee Borrower 2

Print full name

Signature

Date

Please ensure that you have attached all supporting documentation for your Application.

F Identification Details

To meet the requirements under the Anti Money Laundering and Counter-Terrorism Financing Act, we are required, by law, to identify all Applicants and Nominated Representatives that do **not** have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account by sighting acceptable identification documentation.

For Trust Applicants, you will need to provide the account details under Question 2 below for each Trustee operating on the account, as well as appropriate account details for the Trust.

1. Is this application submitted through a Financial Adviser?

- Yes – Identification will be completed by your Financial Adviser
- No – Go to Question 2

2. Do you and/or any Nominated Representatives have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account?

- Yes – Complete account details below
- No – Go to Question 3

Commonwealth Bank accounts

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Commonwealth Bank credit card

Credit Card Number	Account Name
<input type="text"/>	<input type="text"/>

Credit Card Number	Account Name
<input type="text"/>	<input type="text"/>

CommSec account

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. For any Applicants (including Individuals, Companies, Trusts and Trustees who operate Trust accounts) and Nominated Representatives that have not been identified above, you will need to provide acceptable, certified identification documentation.

You will need to obtain the Identification Pack, complete the additional forms required and attach the completed forms to this Application. You can access these forms by:

- a) visiting our website at commsec.com.au/cbasi; or
- b) contacting our Client Services Team on 13 15 20.

If you have any queries, please contact our Client Services Team on 13 15 20.



G Questionnaire

This information is required for Commonwealth Bank’s internal purposes only in connection with our assessment of your Application. We want to ensure that you understand some of the important aspects of the product, particularly the risks related to the product.

Notwithstanding Section 5 under “Customer Information and Privacy” in Part 1 of this PDS, the information will not be used for any other purpose or provided to any other entity within the Commonwealth Bank Group.

You will be required to answer all questions correctly prior to Commonwealth Bank accepting your Application. We will contact you via email or phone if you have answered any questions incorrectly. Please ensure you have provided a valid email address and contact phone number in Section A of this Application so that we can contact you. Commonwealth Bank may not accept your Application if you answer any questions incorrectly and are not able to be contacted.

Please refer to the PDS to answer the following questions. For ease of reference, we have provided the relevant section of the PDS for each question.

Question Number	Question	Refer to
1	Capital Series is a: <i>(please tick one box)</i> <input type="checkbox"/> Managed fund <input type="checkbox"/> Deferred Purchase Agreement <input type="checkbox"/> Term deposit	Part 1, Section 1.14
2	Capital protection is applicable only on the Maturity Date of the Investment. <input type="checkbox"/> True <input type="checkbox"/> False	Part 1, Section 1.5
3	If your Investment is terminated early, your Early Termination Value may be less than your Investment Amount, even if the Underlying Portfolio has increased in value. <input type="checkbox"/> True <input type="checkbox"/> False	Part 1, Section 1.17
4	If interest rates have increased since the Start Date, then the Break Costs due in relation to the Capital Series will generally: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	Part 1, Section 1.17
5	At the maturity of Capital Series, what are your options? <input type="checkbox"/> Roll Capital Series into a term deposit or roll into a portfolio of shares of your choice <input type="checkbox"/> Accept physical delivery of the Delivery Parcel or sell the Delivery Parcel via the Delivery Asset Sale Service	Part 1, Section 1.12
6	If your Strategy Investment Amount is \$10,000, what is the most the Strategy Maturity Value of your Investment can be on the Maturity Date? <i>(please tick one box)</i> <input type="checkbox"/> \$12,500 <input type="checkbox"/> \$16,000 <input type="checkbox"/> Maturity Value is unlimited	Part 2, Section 4



G Questionnaire (cont.)

Once you have completed this questionnaire, please sign below.

Signed by Applicant 1 / Director 1 / Individual Trustee 1

Print full name

Signature

Date

Signed by Applicant 2 / Director 2 / Individual Trustee 2

Print full name

Signature

Date

Wealth Focus Pty Ltd
PO Box 760
Manly
NSW 2095
Tel: 1300 559 869
AFSL: 314872



H Appointment of Nominated Representative(s)

➤ **Complete this section with the details of the person(s) you wish to appoint as your Nominated Representative(s) in relation to Capital Series Aussie Blue Chips (“Nominated Representative(s)”).**

Nominated Representative(s) Details

You can either appoint your Financial Adviser or another person or **both** as your Nominated Representative(s).

Financial Adviser as your Nominated Representative

If you have a Financial Adviser and you would like your Financial Adviser to be your Nominated Representative, please tick this box. The Financial Adviser must sign this section and complete Section I “Financial Adviser Details and Declaration”.

Signature of Nominated Representative

Date

/ /

Other person as your Nominated Representative

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female Date of Birth / /

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address

Signature of Nominated Representative

Date

/ /



H Appointment of Nominated Representative(s) (cont.)

Powers of Nominated Representative(s)

The Nominated Representative may do any of the following in your name or in its own name as a personal act of yours in relation to Capital Series *Aussie Blue Chips*:

- (a) issue general requests relating to securities, execution, drawdown, portfolio management, corporate actions, repayment, redemptions, resets and switches;
- (b) issue instructions relating to maturity and termination;
- (c) receive duplicate copies of investment statements issued to you;
- (d) complete any blanks, supplement or amend any document, where such changes are not material;
- (e) amend your instructions and forms;
- (f) change your contact details;
- (g) make enquires regarding your investment; and
- (h) do anything incidental to any of the above.

This appointment is subject to the following Terms and Conditions of Appointing Nominated Representative(s).

Terms and Conditions of Appointing Nominated Representative(s)

1. Directions or enquiries from, or the exercise of powers by, a person we reasonably believe to be your Nominated Representative, shall be deemed to be your personal acts or the personal exercise by you of those powers.
2. We will continue to act upon any instructions from your Nominated Representative until we receive a written cancellation of the appointment.
3. We are authorised to share information about your investment with your Nominated Representative.
4. We may ask you to confirm any instructions given by your Nominated Representative and if we are unable to obtain your confirmation we may cancel the terms of appointment of your Nominated Representative. We will give you notice in writing of the cancellation not more than 14 days afterwards.
5. Your Nominated Representative may do any of the acts or things set out in the Powers of Nominated Representative.

6. If your Nominated Representative is your Financial Adviser, their authority is limited so that they cannot change the amount of the contribution fee or adviser service fee applying to your investment or alter payment / distribution of proceeds to Australian bank account details.
7. Where you have appointed two Nominated Representatives:
 - (a) we may verify instructions received from one of your Nominated Representatives or obtain additional information by contacting your other Nominated Representative;
 - (b) we may act and rely on instructions and authorities received from either of your Nominated Representatives; and
 - (c) in the event of conflict or inconsistency in any instructions or authorities received from your Nominated Representatives, we may choose in our absolute discretion which instructions or authorities upon which we will act or rely.
8. You agree to release, discharge and indemnify us from and against all losses, actions, liabilities, claims, demands and proceedings arising from your appointment of a Nominated Representative.
9. You agree that neither you nor any person claiming through you will have any claim against us in respect of any act or omission of your Nominated Representative, whether authorised by you or not, including without limitation any payment by us on the instruction of your Nominated Representative, unless you have previously notified us in writing that your Nominated Representative has ceased to be authorised.



I Financial Adviser Details and Declaration

Adviser's Name

Authorised Representative of (Australian Financial Services Licensee)

Street address
State Postcode

Postal address
State Postcode

Advisor Stamp
Wealth Focus Pty Ltd
 PO Box 760
 Manly
 NSW 2095
 Tel: 1300 559 869
 AFSL: 314872

Phone Numbers Business Phone 1 Business Phone 2
 () ()

Fax Mobile
 ()

Preferred Email address

You must supply your Client Adviser Number (CAN) if it has previously been provided to you by us.
 If you do not have a CAN, you must supply your date of birth and Authorised Representative Number. If you do not have an Authorised Representative Number, you must supply an Authorised Representative Certificate from your dealer group. You must also provide an originally certified photocopy of your driver's licence or passport.

CAN **OR**
 Date of Birth / / **AND** Authorised Representative Number

Commonwealth Bank of Australia is authorised to take instruction from this Financial Adviser on behalf of the Borrower(s).

IMPORTANT:
 If the Applicant(s) have recorded an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account in Section F, please sign at the end of this Section I.
 If the Applicant(s) have **NOT** recorded an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account in Section F, please attach a legible copy of the certified ID documentation used to verify the Applicant(s) and any Nominated Representative(s) (and any required translation).
 Alternatively, **if agreed** between your licensee and the product issuer, complete the ID Document Details below, and **DO NOT** attach copies of the ID Documents.



I Financial Adviser Details and Declaration (cont.)

ID DOCUMENT DETAILS

Document 1

Document 2

Verified From	Original <input type="checkbox"/>	Certified Copy <input type="checkbox"/>	Original <input type="checkbox"/>	Certified Copy <input type="checkbox"/>
Name on Document	<input type="text"/>		<input type="text"/>	
Document Type (e.g. passport)	<input type="text"/>		<input type="text"/>	
Document Issuer	<input type="text"/>		<input type="text"/>	
Issue Date	<input type="text"/>		<input type="text"/>	
Expiry Date	<input type="text"/>		<input type="text"/>	
Document Number	<input type="text"/>		<input type="text"/>	
Accredited English Translation	N/A <input type="checkbox"/>	Sighted <input type="checkbox"/>	N/A <input type="checkbox"/>	Sighted <input type="checkbox"/>
Date verified	<input type="text" value="/ /"/>			

Financial Adviser Declaration

I declare that:

- | | |
|--|--|
| <p>1. I hold or I am an Authorised Representative of an entity that holds, a current Australian Financial Services Licence and that no application has been made or is pending to vary, amend or remove this licence;</p> <p>2. I hold or I am an Authorised Representative of an entity that holds all appropriate licences and authorities and I am authorised to sell Capital Series <i>Aussie Blue Chips</i> and the Capital Investment Loan and Interest in Advance Loan;</p> <p>3. I am entitled to receive the adviser fees payable to licensed financial planners or brokers for Capital Series <i>Aussie Blue Chips</i> and the Capital Investment Loan and Interest in Advance Loan as agreed with the Applicant(s);</p> <p>4. I have not misled, or misrepresented Capital Series <i>Aussie Blue Chips</i> and the Capital Investment Loan or Interest in Advance Loan, to the Applicant(s) / Borrower(s) disclosed in this Application Form and I have acted honestly, responsibly and lawfully in providing financial products and services described in and associated with Capital Series <i>Aussie Blue Chips</i>, the Capital Investment Loan and the Interest in Advance Loan brochure to the Applicant(s) / Borrower(s) disclosed in this Application Form;</p> | <p>5. The Capital Investment Loan and the Interest in Advance Loan (if applicable), will be applied by the Borrower(s) wholly or predominantly for business and/or investment purposes (after 1 July 2010, other than investment in residential property);</p> <p>6. I have explained the risks of Capital Series <i>Aussie Blue Chips</i> and the Capital Investment Loan and Interest in Advance Loan to the Applicant(s) / Borrower(s) and drawn the attention of the Borrower(s) specifically to Section E2 "Risk Disclosure" of the Application Form; and</p> <p>7. I certify that the information provided on the Applicant / Borrower is correct and consistent with my understanding of the Applicant's / Borrower's financial position.</p> |
|--|--|

Signature of Adviser

Date



J

Declaration and Signature(s)

- › Please read Section J in its entirety. You must provide the required signatures at the end of Section J before returning the Application Form to us.

General Declaration: I / We whose full name(s) and address(es) appear above, hereby apply for Commonwealth Bank Capital Series *Aussie Blue Chips* and Capital Investment Loan (if applicable) and Interest in Advance Loan (if applicable) as set out on this Application Form, to be issued in accordance with the Terms of Sale and Terms and Conditions of the Loan issued by Commonwealth Bank of Australia. I / We have read and understood both Part 1 dated 23 August 2010 and Part 2 dated 23 August 2010 of the PDS, in particular, the Terms of Sale and Schedule of Terms for Capital Series *Aussie Blue Chips* and the Terms and Conditions of the Loan. I / we agree to accept Commonwealth Bank Capital Series *Aussie Blue Chips* and obtain Capital Investment Loan (if applicable) and obtain Interest in Advance Loan (if applicable) on the basis of and be bound by the Terms of Sale and Terms and Conditions of the Loan (if applicable).

I / We appoint the person(s) described in Section H as my / our Nominated Representative/s and understand and agree to be bound by the Terms and Conditions of Appointing Nominated Representative/s as set out in Section H of the Application Form.

I / We understand and acknowledge that the law requires signatories to provide true and correct information and state all the names by which they are commonly known. I also understand that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.

I / We declare that the details as shown on this Application are complete and correct.

I / We consent to the use and disclosure of my / our information as indicated in the Customer Information and Privacy section of this PDS. You may indicate that you do not wish to receive marketing information from us by ticking the box provided below.

Tick this box if you do not want to receive any promotional material from Commonwealth Securities (including information about Initial Public Offers).

Representations and Warranties: I / We represent and warrant that:

- › I am / we are not bankrupt nor insolvent, am / are able to pay my / our debts as and when they become due, no step has been taken to make me / us bankrupt or commence winding up proceedings, appoint a controller or administrator, seize or take possession of any of my / our assets or make an arrangement, compromise or composition with any of my / our creditors;
- › I / we have full legal capacity to make the Application and be bound by the Terms of Sale and have taken all actions that are necessary to authorise the Application and be bound by the terms;
- › I / we have read and understood the Terms of Sale and I / we have made my / our own independent investigations and appraisals of the taxation, legal, commercial and credit aspects associated with the purchase of the Delivery Assets (having taken such independent legal, financial and tax advice as I have needed);
- › I / we have not relied in any way whatsoever on any oral statements made by Commonwealth Bank of Australia or any of its related entities or their servants, agents, employees or representatives in relation to the Terms of Sale or the deferred purchase of the Delivery Assets and I / we acknowledge that Commonwealth Bank of Australia has not made any representations to me / us regarding the suitability or appropriateness of the deferred purchase of the Delivery Assets;
- › I / we understand that nothing in the Terms of Sale or any marketing material associated with Capital Series *Aussie Blue Chips* can be considered investment advice or a recommendation to buy the Delivery Assets;
- › I / we have obtained all consents which may be required by law to enable me / us to acquire the Delivery Assets and to become registered as the holder of the Delivery Assets and that the registration of me / us as the holder of the Delivery Assets will not contravene any law, regulation or ruling or the constitution of any company;
- › I / we (and no other person) are not in breach of any law or any obligation to another person by entering into or becoming bound by the Terms of Sale;
- › by applying for Capital Series *Aussie Blue Chips*, I / we will not be in breach nor there be any resulting breach of any exchange controls, fiscal, securities or other laws or regulations for the time being applicable to Capital Series *Aussie Blue Chips* or me / us;
- › I / we are not a resident or national of any jurisdiction where the Application for or the Completion of Capital Series *Aussie Blue Chips* is prohibited by any law or regulation or where compliance with the relevant laws or regulations would require filing or other action by the Commonwealth Bank of Australia or any of its related bodies corporate;



J Declaration and Signature(s) (cont.)

- › I / we acknowledge that the Commonwealth Bank of Australia does not provide taxation advice and the information contained in Section 4 in Part 1 of the PDS headed "Tax Considerations" and Section 5 in Part 2 of the PDS is necessarily general in nature and does not take into account the specific taxation circumstances of each individual Investor. I / we acknowledge that I / we have been advised to seek my / our own independent advice on the taxation implications relevant to my / our own circumstances before making an investment decision;
- › all the information that I / we have given to the Commonwealth Bank of Australia is correct and not misleading;
- › I / we have not withheld any information that might have caused the Commonwealth Bank of Australia to reject my / our Application;
- › I / we acknowledge that I / we have read Customer Information and Privacy section of this PDS and consent to the use and transfer of my/our information as set out in that section; and
- › I / we acknowledge that my / our signatures below indicates my / our authorisation of the payment instructions provided to the Commonwealth Bank of Australia in this Application Form.

Power of Attorney: For valuable consideration I / we irrevocably appoint Commonwealth Bank of Australia, its nominees and any of their directors, secretaries and managers or any employee whose title includes the words "director", "head" or "manager" severally as my / our attorney to do (either in my / our name or the name of the attorney) all acts and things that I am / we are obliged to do under the Terms of Sale and Terms and Conditions of the Loan (if applicable) and which the Commonwealth Bank of Australia is authorised to do under the Terms of Sale and Terms and Conditions of the Loan (if applicable):

- to fill in blanks, correct errors, sign, seal and deliver and execute all documents (including assurances, identification and address declarations, and other instruments) which the Commonwealth Bank of Australia or the attorney considers necessary or expedient in connection with Capital Investment Loan (if applicable) and Interest in Advance Loan (if applicable); or
- which in the opinion of the Commonwealth Bank of Australia, are necessary or desirable in connection with the Delivery Assets (as defined in the Terms of Sale) or the protection of Commonwealth Bank of Australia's interests or the exercise of the rights, powers and remedies of Commonwealth Bank of Australia, including without limitation the authority to sell the Delivery Assets on my/our behalf in accordance with clause 3.5(b) of the Terms of Sale.

PLEASE READ THE TERMS CAREFULLY BEFORE SIGNING THIS APPLICATION FORM

› **Every statement and direction made above is, in the case of persons who jointly apply for Capital Series Aussie Blue Chips, made jointly and severally by each Applicant.**

ACKNOWLEDGEMENT AND SIGNATURES

Each Joint Applicant must sign this Application Form.

For Company Applicant or Corporate Trustee Applicant.

If you are a Director of a Company Applicant or a Corporate Trustee Applicant:

- you sign this Application in your capacity as a Director;
- by signing, you confirm that there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due.

For Company Applicant and Corporate Trustee Applicant, two Directors or one Director (if you are a sole director) must sign.

If executed by Company Applicant or Corporate Trustee Applicant:

Company Name

ABN/ACN

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signed by Applicant 1 / Director 1 / Individual Trustee 1

Print full name

Signature

Date

Signed by Applicant 2 / Director 2 / Individual Trustee 2

Print full name

Signature

Date

Directory

Registered office of the Issuer:
Commonwealth Bank of Australia
Ground Floor
Tower 1
201 Sussex Street
Sydney NSW 2000

CBA2343 180810