

20 May 2026

## Suncorp Group Cleansing Notice

---

On 13 May 2026, Suncorp Group Limited (**Suncorp**) (ASX: SUN | ADR: SNMCY) announced it had successfully priced a A\$200 million issue of floating rate, unsecured, subordinated notes (the **Notes**) in an offering to institutional investors and other wholesale investors at a margin of +150 basis points over the 3-month bank bill swap rate.

Suncorp has today completed the issue of the Notes.

Attached is a Notice under section 708A(12H)(e) of the Corporations Act 2001 given by Suncorp in relation to the Notes.

Authorised for lodgement with the ASX by the Suncorp Acting Chief Financial Officer.

**ENDS**

**For more information contact:**

**Media**

James Spence

+61 436 457 886

[james.spence@suncorp.com.au](mailto:james.spence@suncorp.com.au)**Analysts / Investors**

Kyran McGushin

+61 438 087 980

[kyran.mcgushin@suncorp.com.au](mailto:kyran.mcgushin@suncorp.com.au)

20 May 2026

The Manager  
Company Announcements Office  
ASX Limited  
Level 23, 39 Martin Street  
SYDNEY NSW 2000  
MAOGroup@asx.com.au

Dear Sir / Madam

**Suncorp Group Limited (ASX: SUN) – Issue of A\$200 million Wholesale Tier 2 Subordinated Notes – Cleansing Statement**

This notice is given by Suncorp Group Limited (ABN 66 145 290 124) (**Suncorp**) under section 708A(12H)(e) of the Corporations Act 2001 (Cth) (**Act**) as notionally inserted by *ASIC Corporations (Regulatory Capital Securities) Instrument 2016/71 (ASIC Instrument)*.

- 1 Suncorp will today issue A\$200 million Wholesale Tier 2 Subordinated notes due 1 June 2037 (the **Notes**) pursuant to its Note Issuance Programme (**Programme**). Offers of the Notes do not require disclosure to investors under Chapter 6D or Chapter 7 of the Act.
- 2 The Notes are being issued as part of Suncorp Group's ongoing funding and capital management strategy. Suncorp may conduct further issuances of notes under the Programme as part of this strategy as well as when market conditions are identified as optimal for funding. As an entity regulated by the Australian Prudential Regulation Authority (**APRA**), Suncorp is required to satisfy certain regulatory capital requirements under APRA's prudential standards. Accordingly, Suncorp expects to use the proceeds of issue of the Notes to fund Tier 2 Capital of one or more Regulated Entities within the Suncorp Group and for its general funding and capital management purposes.
- 3 This notice is a cleansing notice prepared for the purposes of section 708A(12H)(e) of the Act (as notionally inserted by the ASIC Instrument) to enable fully paid ordinary shares of Suncorp (**Ordinary Shares**) issued on Conversion of the Notes to be freely tradeable without further disclosure and includes:
  - 1 the terms and conditions of the Notes (**Terms**), which are set out in the "Terms of the Subordinated Notes" section of the Information Memorandum relating to Suncorp's Programme dated 24 April 2026, a copy of which is attached to this notice as Annexure A (**Information Memorandum**); and
  - 2 the Pricing Supplement dated 18 May 2026, which supplements the Terms of the Notes, a copy of which is attached to this notice as Annexure B (**Pricing Supplement**).
- 4 Words and expressions defined in the Information Memorandum and Pricing Supplement have the same meanings in this cleansing notice unless the contrary intention appears.

Authorised for lodgement with the ASX by the Acting Suncorp Chief Financial Officer.

## Disclaimer

### NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

This notice (including the Schedule and Annexures) is not a prospectus or other disclosure document in relation to the Notes, and does not constitute an offer or invitation for the Notes or any Ordinary Shares for issue or sale in Australia. Notes are only available for sale to persons in Australia in circumstances where disclosure is not required in accordance with Chapter 6D or Chapter 7 of the Act and the sale is not to a retail client for the purposes of section 761G of the Act. The securities have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (**US Securities Act**) or the securities laws of any state of the United States or any jurisdiction, and the securities may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons (as defined in Regulation S under the US Securities Act) unless an exemption from the registration requirements of the US Securities Act is available and the offer and sale is in accordance with all applicable state securities laws of any state of the United States. This notice is not an offer or invitation to any U.S. persons.

## SCHEDULE

### A. Effect on Suncorp of the issue of the Notes

As noted above, the issuance of Notes is part of Suncorp's ongoing funding and capital management strategy and Suncorp expects to use the proceeds from the issue to fund its Tier 2 Capital as well as general corporate financing. The issuance of the Notes is expected to contribute to Suncorp's regulatory capital requirements and maintain the diversity of Suncorp's sources and types of capital funding.

The issue of the Notes will not have a material impact on Suncorp's financial position. If Suncorp issues Ordinary Shares on Conversion of the Notes, the impact of Conversion on Suncorp would be to increase Suncorp's shareholders' equity. The number of Ordinary Shares issued on Conversion is limited to the Maximum Conversion Number. The Maximum Conversion Number is 2,941.1765 Ordinary Shares per Note (with a nominal value of AU\$10,000), based on the Issue Date VWAP of AU\$17.00.

### B. Rights and liabilities attaching to the Notes

The rights and liabilities attaching to the Notes are set out in the Terms as supplemented by the Pricing Supplement.

### C. Effect on Suncorp of the issue of the Ordinary Shares if the Notes are required to be Converted

A key feature of APRA's requirements for Tier 2 regulatory capital instruments is that they absorb losses at the point of non-viability of the issuer. The Terms include provisions that require the Notes to be Converted into Ordinary Shares in the capital of Suncorp or Written-Off on the occurrence of a Non-Viability Trigger Event. A Non-Viability Trigger Event will occur when APRA notifies Suncorp in writing that it believes that relevant non-viability circumstances (as described in the definition of "Non-Viability Trigger Event" in the Terms) subsist, which could occur at any time.

If a Non-Viability Trigger Event occurs and Suncorp Converts the Notes and issues Ordinary Shares to Holders (as required under the Terms), the effect of Conversion on Suncorp would be to reduce loan capital by the principal amount, less any unamortised costs of the issue, of the Notes being Converted and increase Suncorp's shareholders' equity (ordinary share capital) by a corresponding amount. APRA has not provided extensive guidance as to how it would determine non-viability. Non-viability could be expected to include serious impairment of Suncorp's financial position and concerns about its capital, funding or liquidity levels and/or insolvency. APRA has indicated that non-viability is likely to arise prior to insolvency.

The number of Ordinary Shares issued on Conversion is variable, but is limited to the Maximum Conversion Number. Limiting the number of Ordinary Shares which may be issued to the Maximum Conversion Number means that it is likely that Holders will receive a number of Ordinary Shares that have a market value that is significantly less than the Outstanding Principal Amount of the Notes.

The Maximum Conversion Number is calculated based on a VWAP set to reflect 20% of the Issue Date VWAP. The Maximum Conversion Number may be adjusted to reflect a consolidation, division or reclassification or pro rata bonus issue, of Ordinary Shares. However, no adjustment will be made to it on account of other transactions which may affect the price of Ordinary Shares, including for example, rights issues, returns of capital, buybacks or special dividends.

Based on the Issue Date VWAP of AU\$17.00 The Maximum Conversion Number is 2,941.1765 Ordinary Shares per Note (with denominations of AU\$10,000. If Conversion of any Notes does not occur for any reason within five Business Days after the occurrence of the Non-Viability Trigger Event, the Notes will be Written-off, and all corresponding rights and claims of Holders under the Terms including with respect to payment of Distributions and Redemption Price, and upon Conversion, the receipt of Ordinary Shares) will be immediately and irrevocably written-off and terminated, with effect on and from the Non-Viability Trigger Event date in accordance with the Terms, and investors will lose all or some of their investment and will not receive any compensation.

### D. Rights and liabilities attaching to the ordinary shares in the capital of Suncorp

Suncorp was registered on 25 August 2010 as a public company limited by shares under the Corporations Act. Suncorp's constitution was released on the Australian Securities Exchange (**ASX**) on 24 December 2010. The ordinary shares in

the capital of Suncorp are admitted to trading on ASX. The rights attaching to the ordinary shares in the capital of Suncorp are set out in the Corporations Act and Suncorp's constitution.

## **E. Additional information**

Information about the Notes is contained in the Information Memorandum and the Pricing Supplement.

Suncorp is a disclosing entity for the purposes of the Corporations Act and, as a result, is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules. In addition, Suncorp must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about Suncorp that a reasonable person would expect to have a material effect on the price or value of its listed securities, including ordinary shares in the capital of Suncorp.

Copies of documents lodged with the Australian Securities and Investments Commission (**ASIC**) can be obtained from, or inspected at, an ASIC office and Suncorp's ASX announcements may be viewed at [www.asx.com.au](http://www.asx.com.au) and at <https://www.suncorpgroup.com.au/investors/announcements>

Suncorp will provide a copy of any of the following documents free of charge to any person who requests a copy before the Notes are issued:

- Suncorp's half-yearly and annual financial reports;
- any continuous disclosure notices given by Suncorp after the lodgement of the Suncorp FY25 Annual Report, but before the date of this notice;
- the Information Memorandum;
- the Pricing Supplement; and
- Suncorp's constitution.

Request may be made in writing to Suncorp at:

Suncorp Investor Relations  
Suncorp Group Limited  
Level 23, 80 Ann Street  
Brisbane QLD 4000

# Information Memorandum



## Note Issuance Programme

Issuer

**Suncorp Group Limited**

(ABN 66 145 290 124)

Arranger and Dealer

**National Australia Bank Limited** (ABN 12 004 044 937)

Dealer

**Barrenjoey Markets Pty Limited** (ABN 66 636 976 059)

Dealer

**UBS AG, Australia Branch** (ABN 47 088 129 613)

Dealer

**Westpac Banking Corporation** (ABN 33 007 457 141)

The date of this Information Memorandum is 24 April 2026

## CONTENTS

CLAUSE	PAGE
IMPORTANT NOTICE.....	1
DOCUMENTS INCORPORATED BY REFERENCE .....	6
SUMMARY OF THE PROGRAMME .....	7
DESCRIPTION OF SUNCORP GROUP LIMITED .....	17
RISK FACTORS .....	18
TERMS OF THE CAPITAL NOTES .....	23
TERMS OF THE SUBORDINATED NOTES .....	70
FORM OF PRICING SUPPLEMENT – CAPITAL NOTES.....	117
FORM OF PRICING SUPPLEMENT – SUBORDINATED NOTES .....	122
SELLING RESTRICTIONS .....	129
AUSTRALIAN TAXATION .....	134
DIRECTORY .....	143

### **Distribution to professional and sophisticated investors only**

This Information Memorandum has been prepared on a confidential basis for institutions whose ordinary business includes the buying or selling of securities and investors to whom disclosure is not otherwise required to be made under Parts 6D.2 or 7.9 of the Corporations Act. This Information Memorandum is not intended for and should not be distributed to any other person. Its contents may not be reproduced or used in whole or in parts for any purpose other than in connection with the Programme, nor furnished to any other person without the express written permission of Suncorp Group Limited.

### **No retail product distribution conduct**

This Information Memorandum and the Notes are not for distribution to any person in Australia who is a “retail client” for the purposes of section 761G of the Corporations Act. No target market determination has been or will be made for the purposes of Part 7.8A of the Corporations Act.

## IMPORTANT NOTICE

This Information Memorandum relates to a note issuance programme (the **Programme**) established by Suncorp Group Limited (**SGL** or the **Issuer**) under which medium term notes which may qualify as regulatory capital (collectively referred to as **Notes**) may, from time to time, be issued (as defined in the section entitled "Summary of the Programme" below). As used in this Information Memorandum, **Suncorp Group** means the Issuer and each of its subsidiaries.

This Information Memorandum has been prepared by, and issued with the authority of, the Issuer.

The Issuer accepts responsibility for the information contained in this Information Memorandum other than information provided by the Arranger, the Dealer (such term to be deemed to include any other Dealers that may be appointed to the Programme) and the Agents (each as defined in the section entitled "Summary of the Programme" below) in relation to their respective descriptions in the section entitled "Directory" below.

### **No registration in the United States**

***This Information Memorandum, and any Notes issued under the Programme have not been, and will not be, registered under the U.S. Securities Act. The Notes nor the Ordinary Shares that may be issued upon a Conversion of the Notes may not be offered, sold, delivered or transferred, at any time, within the United States, its territories or possessions or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act (Regulation S)) except in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act. Accordingly, the Notes are being offered, sold or delivered outside the United States in reliance on Regulation S under the Securities Act (Regulation S).***

Subject to applicable laws, regulations and directives, the Issuer may issue Notes under the Programme in any country including Australia and countries in Europe and Asia but not in the United States of America unless such Notes are registered under the United States Securities Act of 1933 (as amended) (**Securities Act**) or an exemption from the registration requirements under the Securities Act is available.

Notes will be issued in series (each a **Series**). Each Series may comprise one or more tranches (each a **Tranche**) having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price, the amount and date of the first payment of interest).

Each issue of Notes will be made pursuant to such documentation as the Issuer may determine. A pricing supplement and/or another supplement to this Information Memorandum (each a **Pricing Supplement**) will be issued for each Tranche or Series of Notes. A Pricing Supplement will contain details of the initial aggregate principal amount (if any), issue price, issue date, maturity date (if any), details of distribution or interest (if any) payable together with any other terms and conditions not set out in this Information Memorandum that may be applicable to that Tranche or Series of Notes. The terms and conditions (**Terms**) applicable to the Notes are included in this Information Memorandum and may be supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes.

The Issuer may also publish a supplement to this Information Memorandum (or additional Information Memoranda) which describes the issue of Notes (or particular classes of Notes) not otherwise described in this Information Memorandum. A Pricing Supplement or a supplement to this Information Memorandum may also supplement, amend, modify or replace any statement or information set out in any previous Pricing Supplement or incorporated by reference in this Information Memorandum or a supplement to this Information Memorandum.

The only role of the Arranger, the Dealers and the Agents in the preparation of this Information Memorandum has been to confirm to the Issuer that their respective details, Australian Business Number (**ABN**) and Australian financial services licence (**AFSL**) numbers (where applicable) in the sections entitled "Summary of the Programme" and "Directory" below are accurate as at the Preparation Date (as defined below). Apart from this, none of the Arranger, the Dealers, their respective affiliates, directors, officers, employees, agents, representatives or advisers or the Agents has independently verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility is accepted, by any of them, as to the accuracy or completeness of this Information Memorandum or any further information supplied by the Issuer in connection with the Programme or any Notes.

The Arranger, the Dealers and the Agents expressly do not undertake to review the financial condition or affairs of the Issuer or any of its affiliates at any time or to advise any holder of a Note of any information coming to their attention with respect to the Issuer, the Programme or the Notes and make no representations as to the ability of the Issuer to comply with its obligations under the Notes.

None of the Arranger, the Dealers or the Agents make any representation as to the performance of the Issuer, the maintenance of capital or any particular rate of return, nor does the Arranger, any Dealer or Agent guarantee the payment of capital or any particular rate of capital or income return, in each case, on the Notes.

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

### **Notes not policy liabilities**

The Notes are not secured over the assets of the Issuer or the Suncorp Group, are not a policy liability of the Issuer or any of its subsidiaries for the purposes of *the Insurance Act 1973* (Cth) (**Insurance Act**), are not (i) protected policies for the purposes of the financial claims scheme established under Part VC of *the Insurance Act 1973* (Cth) or (ii) policies with any member of the Suncorp Group for the purposes of the *Life Insurance Act 1995* (Cth) and are not guaranteed or insured by any government, government agency or compensation scheme of Australia or any other jurisdiction or (iii) secured over any of the Issuer's, or any member of the Suncorp Group's, assets.

No member of the Suncorp Group other than the Issuer has any obligations in respect of the Notes. The Issuer has no obligation in respect of the Notes other than as expressly set out in the Terms. Neither the Issuer nor any member of the Suncorp Group guarantees the investment performance of the Notes.

### **Notes are complex instruments**

The Notes are complex subordinated instruments and include features to comply with APRA's requirements for regulatory capital for a general insurer. The Notes are subordinated and unsecured and may be converted or written-off if a Non-Viability Event occurs. There are other risks associated with investing in the Notes, including the Issuer's right to defer distributions and payments of interest. Please refer to the section entitled "Risk Factors" in this Information Memorandum for a description of further risks of investing in the Notes. Neither the Issuer nor any member of the Suncorp Group in any way guarantees the capital value and/or performance of the Notes or any particular rate of return. Investors should obtain professional advice before deciding to purchase any Notes.

### **Intending purchasers to make independent investment decision and obtain tax advice**

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

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

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer;
- determine for themselves the relevance of the information contained in this Information Memorandum (including all information incorporated by reference and forming part of this Information Memorandum) and any other information supplied in connection with the Programme or the issue of any Notes, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own tax advisers concerning the application of any tax laws or directives applicable to their particular situation.

No advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with an investment in any Notes or rights in respect of them and each investor is advised to consult its own professional adviser.

In addition, as the Notes may be Converted into Ordinary Shares, ownership of the Notes and Conversion of the Notes held by any investor will be subject to laws restricting the ownership or acquisition of Ordinary Shares or rights to acquire Ordinary Shares. These laws include (but are not limited to) the Corporations Act, the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the *Financial Sector (Shareholdings) Act 1998* (Cth). Prospective investors in the Notes must inform themselves of, and observe, such laws.

We note certain risks are disclosed in the section entitled "Risk Factors" of this Information Memorandum, however neither the section entitled "Risk Factors", this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes describes all of the risks of an investment in any Notes. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

### **Selling restrictions and no disclosure**

The distribution and use of this Information Memorandum, including any Pricing Supplement, advertisement or other offering material, and the offer or sale of Notes may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about, and observe, any such restrictions. In particular, no action has been taken by any of the Issuer, the Arranger and the Dealers or the Agents which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required. None of the Issuer, the Dealers or the Agents represent that any Notes may be lawfully offered for subscription or purchase or otherwise dealt with in compliance with any applicable registration or other requirements in any jurisdiction outside Australia, or pursuant to any exemption available thereunder, or assume any responsibility for facilitating any such offering or other dealing.

Neither this Information Memorandum nor any other disclosure document in relation to the Notes has been, or will be, lodged with the Australian Securities and Investments Commission (**ASIC**). No action has been taken which would permit an offering of the Notes in circumstances that would require disclosure under Parts 6D.2 or 7.9 of the *Corporations Act 2001* (Cth) (**Corporations Act**).

The Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act.

### **EU PRIIPs Regulation / Prohibition of sales to EEA retail investors**

The Notes are not intended to be offered, sold or otherwise made available to and, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (**MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **EU Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **EU PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

### **Prohibition of sales to UK retail investors**

The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the *European Union (Withdrawal) Act 2018* (**EUWA**); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

## **MiFID II Product Governance / UK MiFIR Product Governance / Target Market**

The Pricing Supplement in respect of any Notes may include a legend entitled "MiFID II Product Governance" and/or "UK MiFIR Product Governance", as applicable, which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II and/or the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**), as applicable, is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**) and/or the UK MiFIR Product Governance Rules, as applicable, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers (in each case, in such capacity) nor any of their respective affiliates (who may be acting in such a capacity) will be a manufacturer for the purpose of the MiFID Product Governance Rules and/or the UK MiFIR Product Governance Rules, as applicable.

### **Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (SFA)**

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

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

For a more detailed description of certain restrictions on offers, sales and deliveries of the Notes, and on distribution of this Information Memorandum, any Pricing Supplement or other offering material relating to the Notes, see the section entitled "Selling Restrictions" below.

### **No authorisation**

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

### **Agency and distribution arrangements**

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

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

The Arrangers, the Dealers and any joint lead manager of an issue of Notes and their respective affiliates are involved in a wide range of financial services and businesses including securities trading and brokerage activities and providing commercial and investment banking, investment management, corporate finance, credit and derivative, trading and research products and services, out of which conflicting interests or duties may arise. In the ordinary course of these activities, each of the Arrangers, the Dealers and any joint lead manager of an issue of Notes and their respective affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of investors or any other party that may be involved in an issue of Notes or the Programme.

The Issuer, the Arranger, the Dealers and the Agents, and their respective related entities, directors, officers and employees may have pecuniary or other interests in the Notes and may also have interests pursuant to other arrangements (including engaging from time to time in various financing, investment, trading and other investment banking transactions with the Issuer) and may receive fees, brokerage, commissions and other compensation and may act as a principal in dealing in any Notes.

### References to credit ratings

There are references to credit ratings in this Information Memorandum. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant assigning organisation. Each credit rating should be evaluated independently of any other credit rating.

*Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.*

### Currencies

In this Information Memorandum references to **A\$, \$, AUD** or **Australian dollars** are to the lawful currency of the Commonwealth of Australia.

### Currency of information

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

In this Information Memorandum, **Preparation Date** means:

- in relation to this Information Memorandum, the date indicated on its face or, if this Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;
- in relation to annual reports and any financial statements incorporated in this Information Memorandum, the date up to, or as at, the date on which such annual reports and financial statements relate; and
- in relation to any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release or effectiveness.

## DOCUMENTS INCORPORATED BY REFERENCE

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. References to "**Information Memorandum**" are to this Information Memorandum and any other document incorporated by reference and to any of them individually.

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

- the most recently published Suncorp Group annual report (including the Directors' Report and audited consolidated Financial Statements) of the Issuer and its subsidiaries (**Annual Report**);
- the most recently published Suncorp Group interim financial report (including the Directors' Report and Financial Statements) of the Issuer and its subsidiaries, which includes the consolidated interim financial report of the Issuer and its subsidiaries (**Interim Report**);
- all supplements or amendments to this Information Memorandum prepared and issued by the Issuer from time to time;
- each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- all other documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Any statement contained in this Information Memorandum shall be modified or superseded in this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference into this Information Memorandum modifies or supersedes such statement (including whether expressly or by implication). Each Pricing Supplement and the Deed Poll govern their respective subject matter to the extent of any inconsistency with any of the information set out in this Information Memorandum.

Except as provided above, no other information, including any information on the internet sites of the Issuer or in any document incorporated by reference in any of the documents described above, is incorporated by reference into this Information Memorandum.

Copies of the Annual Report and the Interim Report are available on the Suncorp Group's website at [www.suncorpgroup.com.au](http://www.suncorpgroup.com.au).

Any other documents incorporated by reference and not available on the Suncorp Group's website will, at the Issuer's election, either be sent to actual or prospective investors in the Notes without charge or be made available for inspection at the Issuer's office specified in the section entitled "Directory" at the end of this Information Memorandum or from such other person specified in a Pricing Supplement.

All written requests to the Issuer for copies of the above documents should be addressed to Suncorp Investor Relations at the address set out in the Directory.

Investors should review, amongst other things, the documents which are deemed to be incorporated by reference in this Information Memorandum when deciding whether or not to subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes.

### References to internet site addresses

Any internet site addresses provided in this Information Memorandum are for reference only and, unless expressly stated otherwise, the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

## SUMMARY OF THE PROGRAMME

The following is a brief summary of the Programme only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Capital Notes, the applicable Terms of the Capital Notes (**Capital Note Terms**) and, in relation to any Subordinated Notes, the applicable Terms of the Subordinated Notes (**Subordinated Note Terms** and together with the Capital Note Terms, the **Terms**) and any relevant Pricing Supplement or other amendment or supplement to this Information Memorandum. A term used below but not otherwise defined has the meaning given to it in the Terms. A reference to a "Pricing Supplement" does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to a particular Tranche or Series of Notes.

Issuer:	Suncorp Group Limited ( <b>Issuer</b> ).
Programme description:	<p>A non-underwritten note issuance programme under which, subject to applicable laws, regulations and directives, the Issuer may elect to issue medium term notes and other debt securities in the form of Capital Notes and Subordinated Notes (collectively referred to as <b>Notes</b>) in registered uncertificated form.</p> <p>Notes may not be issued in the United States of America unless such Notes are registered under the Securities Act or issued pursuant to an exemption from the registration requirements of the Securities Act.</p>
Programme Term:	The term of the Programme continues until terminated by the Issuer giving 30 days' notice to the Arranger and the Dealer then appointed to the Programme generally or earlier by agreement between all parties to the dealer agreement dated on or about 24 April 2026, as amended or supplemented from time to time ( <b>Dealer Agreement</b> ).
Arranger:	National Australia Bank Limited (ABN 12 004 044 937)
Dealers:	<p>Barrenjoey Markets Pty Limited (ABN 66 636 976 059)</p> <p>National Australia Bank Limited (ABN 12 004 044 937)</p> <p>UBS AG, Australia Branch (ABN 47 088 129 613)</p> <p>Westpac Banking Corporation (ABN 33 007 457 141)</p> <p>Contact details and particulars of the ACN and AFSL for the Arranger and Dealer are set out in the section entitled "Directory" below.</p> <p>Additional Dealers may be appointed by the Issuer from time to time for a specific Tranche of Notes or to the Programme generally.</p>
Registrar:	Austraclear Services Limited (ABN 28 003 284 419) and/or any other person appointed by the Issuer to perform registry functions and establish and maintain a Register (as defined below) in Australia on the Issuer's behalf from time to time ( <b>Registrar</b> ). Details of additional appointments in respect of a Tranche or Series will be notified in the relevant Pricing Supplement.
Paying Agent:	Austraclear Services Limited (ABN 28 003 284 419) and/or any other person appointed by the Issuer to act as issuing agent or paying agent on the Issuer's behalf from time to time in Australia in respect of a Tranche or Series ( <b>Paying Agent</b> ) as will be notified in the relevant Pricing Supplement.
Calculation Agents:	Austraclear Services Limited (ABN 28 003 284 419) and/or any other person appointed by the Issuer to act as calculation agent on the Issuer's behalf from time to time in Australia in respect of a Tranche or Series ( <b>Calculation Agent</b> ) as will be notified in the relevant Pricing Supplement. The Issuer may terminate the appointment of the Calculation Agent, appoint additional or other Calculation

Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed, the calculation of interest, principal and other payments in respect of the relevant Notes will be made by the Issuer.

Agents:	Each Registrar, Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Tranche or Series of Notes (details of such appointment may be set out in the relevant Pricing Supplement).
Use of Proceeds:	The net proceeds from each issue of Notes will be used by the Issuer for its general funding and capital management purposes, including to fund the regulatory capital requirements of regulated entities in the SunCorp Group, or as specified in the relevant Pricing Supplement.
Form of Notes:	<p>Notes will be issued in registered uncertificated form and will be debt obligations of the Issuer which are constituted by, and owing under, the note deed poll dated on or about 24 April 2026, as amended or supplemented from time to time, or such other deed poll executed by the Issuer as may be specified in an applicable Pricing Supplement (each a <b>Deed Poll</b>).</p> <p>Notes will take the form of entries in a register (<b>Register</b>) maintained by the Registrar.</p>
Status and ranking of the Capital Notes:	The Capital Notes will constitute direct, unsecured, subordinated, perpetual obligations of the Issuer and shall at all times rank ahead of the Ordinary Shares; equally without any preference among themselves; equally with all Equal Ranking Instruments; and behind the claims of Senior Ranking Creditors (including claims of Holders of Subordinated Notes).
Status and ranking of the Subordinated Notes:	The Subordinated Notes will constitute direct, unsecured and subordinated debt obligations of the Issuer ranking ahead of the claims of all Junior Ranking Creditors; equally without any preference among themselves; equally with claims of all Equal Ranking Creditors; and behind the claims in respect of Senior Ranking Creditors.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price and the first payment of interest). The Notes of each Tranche of a Series are intended to be fungible with the other Tranches of Notes of that Series to the extent permitted by law, regulation or directive.
Maturities:	Capital Notes are perpetual in nature and will have no stated maturity. Subject to all applicable laws regulations and directives, the Subordinated Notes may have any maturity as may be specified in the applicable Pricing Supplement or as may be agreed between the Issuer and the relevant purchasing Dealer.
Currencies:	Subject to all applicable laws regulations and directives, Notes will be denominated in Australian dollars or such other freely tradeable currency or currencies as may be specified in the relevant Pricing Supplement.
Issue Price:	Notes may be issued at any price on a fully paid basis, as specified in the relevant Pricing Supplement.
Distributions (Capital Notes):	The Issuer may pay a Distribution on each Capital Note in arrear on the relevant Distribution Payment Date at a fixed rate or a floating rate or a fixed-to-floating rate. Payment of Distributions is (i) subject to the Payment Condition and (ii) at the Issuer's discretion.

Interest (Subordinated Notes):	Subordinated Notes may bear interest at a fixed rate, floating rate or a fixed-to-floating rate. Payment of interest on Subordinated Notes is subject to (i) the Solvency Condition and (ii) optional deferral by the Issuer.
Payment Condition (for Capital Notes)	<p>A Payment Condition will exist with respect to the payment of a Distribution on the Capital Notes on a Distribution Payment Date if:</p> <ul style="list-style-type: none"> <li>(a) unless APRA otherwise approves in writing, paying the Distribution on the Distribution Payment Date would result in the Issuer not complying with APRA's then current prudential capital requirements as they are applied to the Suncorp Group at the time;</li> <li>(b) paying the Distribution on the Distribution Payment Date would result in the Issuer becoming, or being likely to become, insolvent for the purposes of the Corporations Act; or</li> <li>(c) APRA objects to the Distribution payment on the Capital Notes on the Distribution Payment Date.</li> </ul> <p>If a Payment Condition exists at the time a Distribution may be payable, Holders will have no claim in respect of such non-payment and such non-payment will not constitute an Event of Default. Any Distribution which is not paid because of a Payment Condition existing will not accumulate.</p>
Solvency Condition (for Subordinated Notes)	<p>When the Issuer is not in a winding-up, no amount is due and payable by the Issuer in respect of a Subordinated Note unless at the time of, and immediately after, the payment the Issuer is not in a winding-up and would be Solvent (<b>Solvency Condition</b>). Holders are entitled to assume (unless the contrary is proved) that the Issuer is Solvent at the time of, and will be Solvent immediately after, any payment in respect of the Notes.</p> <p>If the Issuer is not Solvent at the time an amount due and owing under the Subordinated Notes is payable, Holders will, subject to the Terms, have no claim in respect of such non-payment and such non-payment will not constitute an Event of Default. Any amount of Interest which is not paid because of the Solvency Condition, accumulates and accrues Interest at the Interest Rate in accordance with the Terms, and will be payable on the first Interest Payment Date on which amounts may be paid in compliance with the Solvency Condition.</p>
Optional deferral of Interest (for Subordinated Notes)	<p>If clause 3.9 (Optional deferral of interest) of the Subordinated Note Terms is specified as "Applicable" in the applicable Pricing Supplement, the Issuer may, on any Optional Interest Payment Date, in its absolute discretion defer the payment of the interest on the Subordinated Notes which would otherwise be payable on such date, if certain conditions are met in accordance with clause 3.9 (Optional deferral of interest) of the Subordinated Note Terms. Any deferral of Interest in accordance with clause 3.9 (Optional deferral of interest) of the Subordinated Note Terms will not be an Event of Default.</p> <p>Additional interest will accrue on each amount of Arrears of Interest at the Interest Rate from time to time applicable to the Subordinated Notes and such amount of interest will become due and payable pursuant to clause 3.10 (Optional and compulsory payments of Arrears of Interest) of the Subordinated Note Terms.</p>
Denominations:	Subject to all applicable laws, regulations and directives, Notes will be issued in such denominations as may be specified in the relevant Pricing Supplement.

Clearing Systems:	<p>Notes may be transacted either within or outside any Clearing System (as defined below).</p> <p>The Issuer may, at its absolute discretion, apply to Austraclear Ltd (ABN 94 002 060 773) (<b>Austraclear</b>) for approval for Notes to be traded on the clearing and settlement system operated by it (<b>Austraclear System</b>). Upon approval by Austraclear, the Notes will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System.</p> <p>Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Notes.</p> <p>Transactions relating to interests in the Notes may also be carried out through the settlement system operated by Euroclear Bank SA/NV (<b>Euroclear</b>), the settlement system operated by Clearstream Banking S.A. (<b>Clearstream</b>) or any other clearing system outside Australia specified in the relevant Pricing Supplement (the Austraclear System, Euroclear, Clearstream and any other clearing system specified in the relevant Pricing Supplement, each a <b>Clearing System</b>).</p> <p>The rights of a holder of interests in a Note held through a Clearing System are subject to the respective rules and regulations for accountholders of that Clearing System. In addition, any transfer of interests in a Note, which is held through Euroclear or Clearstream will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration as set out in the Terms.</p> <p>The Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.</p>
Title:	<p>Entry of the name of the person in the Register in respect of a Note in registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Note subject to correction for fraud or proven error.</p> <p>Title to Notes which are held in a Clearing System will be determined in accordance with the rules and regulations of the relevant Clearing System. Notes which are held in the Austraclear System will be registered in the name of Austraclear.</p> <p>No certificates in respect of any Notes will be issued unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law, regulation or directive.</p> <p>Title to other Notes which are not lodged in a Clearing System will depend on the form of those Notes as specified in the relevant Pricing Supplement.</p>
Other Notes:	<p>The Issuer may from time to time issue Notes in a form not specifically contemplated in this Information Memorandum. Terms applicable to any other type of Note that the Issuer and any relevant Dealer(s) or other investor(s) may agree to issue under this Programme will be set out in the relevant Pricing Supplement or a supplement to this Information Memorandum.</p>

**Payment and Record Date:** Payments to persons who hold Notes through a Clearing System will be made in accordance with the rules and regulations of the relevant Clearing System.

If Notes are not lodged in a Clearing System, then payments in respect of those Notes will be made to the account of the registered holder noted in the Register as at the close of business in the place where the Register is maintained on the relevant Record Date. If no account is notified, then payments will be made by cheque mailed on the Business Day immediately preceding the relevant payment date to the registered holder at its address appearing in the Register on the Record Date or in such other manner as the Issuer considers appropriate.

The Record Date, for payment of a Distribution or Interest (as the case may be), is the close of business in the place where the Register is maintained on the eighth calendar day before a payment date or on any other date so specified in the relevant Pricing Supplement.

**Events of Default (Capital Notes):** In respect of the Capital Notes, the Terms contain no events of default (however described, determined or defined). Accordingly (but without limitation), failure to pay, for any reason, any amount of a Distribution on the scheduled Distribution Payment Date will not constitute an event of default.

**Events of Default (Subordinated Notes)** An Event of Default occurs in relation to a Series of Subordinated Notes if, subject to its right to optionally defer interest and the Solvency Condition, the Issuer fails to pay:

- (a) any amount of principal in respect of the Subordinated Notes of that Series within 10 days of the due date for payment; or
- (b) any amount of Interest or other amount in respect of the Subordinated Notes of that Series within 30 days of the due date for payment, or
- (c) an (i) order is made by a court (other than an order successfully appealed or permanently stayed within 60 days) or (ii) effective resolution is passed, for the winding-up of the Issuer in Australia (but not elsewhere), in each case other than for the purposes of a consolidation, amalgamation, merger or reconstruction which has been approved by a Special Resolution of the Holders or in which the surviving entity has assumed or will assume expressly or by law all obligations of the Issuer in respect of the Subordinated Notes.

See further clause 8 (Events of Default) of the Subordinated Note Terms.

**Mandatory Conversion on the Mandatory Conversion Date (for Capital Notes):** If specified as "Applicable" in the applicable Pricing Supplement, the Issuer must Convert all (but not some) Capital Notes on issue at that date into Ordinary Shares on the Mandatory Conversion Date. The Mandatory Conversion Date will be set out in the applicable Pricing Supplement. Potential investors should refer to clause 5 (Mandatory Conversion) of the Capital Note Terms for a description of the conditions to Mandatory Conversion.

**Non-Viability Trigger Event (for Capital Notes):** It is a requirement under APRA's prudential standards that in order to be eligible for inclusion as regulatory capital, contain provisions for conversion or write-off in the event of non-viability.

A **Non-Viability Trigger Event** means APRA has provided a written determination to the Issuer that:

- (a) the conversion to Ordinary Shares or write-off of Relevant Securities in accordance with their terms or by operation of law is necessary because without the conversion to Ordinary

Shares or write-off, APRA considers that the Issuer would become non-viable; or

- (b) without a public sector injection of capital into, or equivalent support with respect to, the Issuer, APRA considers that the Issuer would become non-viable.

If a Non-Viability Trigger Event occurs the Capital Notes, or a proportion of each Capital Note on issue, will be subject to Conversion or Write-Off under clause 6.2 (Conversion on Non-Viability Trigger Event) of the Capital Note Terms on the Non-Viability Date. If conversion or write-off under limb (a) above is applicable, such number of Subordinated Notes shall convert as is sufficient (determined by the Issuer in accordance with clause 6.2(b)) to satisfy APRA that the Issuer is viable without further conversion or write-off. If conversion or write-off under limb (b) above is applicable (that without a public sector injection of capital or equivalent support the Issuer would become non-viable) all Capital Notes must be converted.

If the Capital Notes are Converted, a holder of Capital Notes will receive Ordinary Shares calculated in accordance with the Conversion Number. The Ordinary Shares received may be worth significantly less than the principal amount of Capital Notes held by such holder, and the holder will rank for payment in a winding-up of the Issuer equally with other holders of Ordinary Shares.

Conversion on account of the occurrence of a Non-Viability Trigger Event is not subject to the matters described in clause 5.3 (Mandatory Conversion Conditions) of the Capital Note Terms as Mandatory Conversion Conditions.

The Capital Noteholder's rights (including to payment of distribution, and to receive ordinary shares of the Issuer) in relation to such Capital Notes being Converted on a Trigger Event Date shall terminate on that Trigger Event Date in relation to such Capital Notes which are Converted on that date. Where for any reason a Conversion has not been effected within five Business Days after the Trigger Event Date, the rights of the relevant Capital Noteholder are immediately and irrevocably Written-Off with effect on and from the Trigger Event Date.

Whether a Non-Viability Trigger Event will occur is at the discretion of APRA. APRA has not provided extensive guidance as to how it would determine "non-viability" however this is expected to include significant impairment to the Issuer's financial or regulatory capital position and may include the Issuer's solvency and liquidity.

APRA's position on these matters may change over time. As the occurrence of a Non-Viability Trigger Event is at the discretion of APRA, there can be no assurance given as to the factors and circumstances that might give rise to a Non-Viability Trigger Event. A Non-Viability Trigger Event could occur at any time.

Optional Exchange by the Issuer (Capital Notes):

The Issuer may with APRA's prior written approval, and subject to certain requirements set out in clause 7.4 of the Capital Note Terms, by notice to the Holders elect to Exchange:

- (a) all or some Capital Notes on an Exchange Date following the occurrence of a Tax Event or a Regulatory Event;
- (a) all (but not some only) Capital Notes on an Exchange Date following the occurrence of a Potential Acquisition Event; or
- (b) all or some Capital Notes on an Optional Exchange Date.

Potential investors should refer to clause 7 (Optional Exchange by the Issuer) of the Capital Note Terms.

There can be no certainty that APRA would, if requested, provide its approval in respect of any Exchange.

**Exchange** means:

- (a) Conversion in accordance with and subject to clause 9;
- (b) Redemption in accordance with and subject to clause 4.2;
- (c) Resale in accordance with and subject to clause 4.6; or

a combination of two or more of Conversion, Redemption or Resale in accordance with clause 7.3(b),

Conversion on Acquisition Event (for Capital Notes):

If an Acquisition Event occurs, the Issuer must Convert all (but not some only) Capital Notes on the Acquisition Conversion Date by notice to the Holders.

Potential investors should refer to clause 8 (Conversion on Acquisition Event) of the Capital Note Terms.

An **Acquisition Event** means:

- (a) either:
  - (i) a takeover bid is made to acquire all or some Ordinary Shares and the offer is, or becomes, unconditional and:
    - (A) the bidder has a relevant interest in more than 50% of the Ordinary Shares on issue; or
    - (B) the Directors of the Issuer issue a statement that at least a majority of the Issuer's directors who are eligible to do so recommend acceptance of the offer (which may be stated to be in the absence of a higher offer); or
  - (ii) a court approves a scheme of arrangement which, when implemented, will result in a person other than the Issuer having a relevant interest in more than 50% of Ordinary Shares; and
- (b) all regulatory approvals necessary for the acquisition to occur have been obtained;

Redemption or Resale (Subordinated Notes):

Subject to APRA's prior written approval (which is in its discretion and may or may not be given), and to satisfaction of the Solvency Condition, the Issuer may redeem or resell the Subordinated Notes on the Scheduled Optional Redemption or Resale Date specified in the Pricing Supplement (which will be no earlier than the fifth anniversary of the relevant Issue Date) or on the occurrence of a Tax Event or a Regulatory Event. The amount received by holders of Subordinated Notes on redemption is limited to the Outstanding Principal Amount (together with any accrued interest) in respect of the Notes which may be less than the market value of the Subordinated Notes.

There can be no certainty that APRA would, if requested, provide its approval in respect of any redemption, resale or repurchase prior to the scheduled maturity of the Subordinated Notes.

In addition, APRA stated that, consistent with its prudential requirements, where it considers any replacement capital to be more expensive (including because of higher credit margins), APRA may not approve a redemption unless the Issuer satisfies it as to the economic and prudential rationale for the redemption and that the redemption will not create an expectation that other regulatory capital instruments will be redeemed in similar circumstances.

Non-Viability Trigger Event (for Subordinated Notes): It is a requirement under APRA's prudential standards that any term subordinated debt, in order to be eligible for inclusion as regulatory capital, contain provisions for conversion or write-off in the event of non-viability.

A **Non-Viability Trigger Event** means APRA has provided a written determination to the Issuer that:

- (a) the conversion to Ordinary Shares or write-off of Relevant Subordinated Instruments in accordance with their terms or by operation of law is necessary because without the conversion to Ordinary Shares or write-off, APRA considers that the Issuer would become non-viable; or
- (b) without a public sector injection of capital into, or equivalent support with respect to, the Issuer, APRA considers that the Issuer would become non-viable.

If a Non-Viability Trigger Event occurs the Subordinated Notes, or a proportion of the Outstanding Principal Amount of each Subordinated Note, will be subject to Conversion or Write-Off under clause 6.2 (Conversion on Non-Viability Trigger Event) of the Subordinated Note Terms on the Non-Viability Date. If conversion or write-off under limb (a) above is applicable, such number of Subordinated Notes shall convert as is sufficient (determined by the Issuer in accordance with clause 6.2(b)) to satisfy APRA that the Issuer is viable without further conversion or write-off. If conversion or write-off under limb (b) above is applicable (that without a public sector injection of capital or equivalent support the Issuer would become non-viable) all Subordinated Notes must be converted.

If the Subordinated Notes are Converted, a holder of Subordinated Notes will receive Ordinary Shares calculated in accordance with the Conversion Number. The Ordinary Shares received may be worth significantly less than the principal amount of Subordinated Notes held by such holder, and the holder will rank for payment in a winding-up of the Issuer equally with other holders of Ordinary Shares.

The Subordinated Noteholder's rights (including to payment of principal and interest, and to receive ordinary shares of the Issuer in relation to such Subordinated Notes being Converted on a Trigger Event Date shall terminate on that Trigger Event Date in relation to such Subordinated Notes which are Converted on that date. Where for any reason a Conversion has not been effected within five Business Days after the Trigger Event Date, the rights of the relevant Subordinated Noteholder are immediately and irrevocably Written-Off with effect on and from the Trigger Event Date.

Whether a Non-Viability Trigger Event will occur is at the discretion of APRA. APRA has not provided extensive guidance as to how it would determine "non-viability" however this is expected to include significant impairment to the Issuer's financial or regulatory capital position and may include the Issuer's solvency and liquidity.

APRA's position on these matters may change over time. As the occurrence of a Non-Viability Trigger Event is at the discretion of APRA, there can be no assurance given as to the factors and circumstances that might give rise to a Non-Viability Trigger Event. A Non-Viability Trigger Event could occur at any time.

Considerations in relation to Conversion or Write-Off: Investors should consult with their own legal, tax and other professional advisors concerning the implications of investing and holding the Notes which

are subject to Conversion or Write-Off on the occurrence of a Non-Viability Trigger Event.

No set-off or netting in relation to the Notes

All payments in respect of the Notes must be made in full without set-off, netting or counterclaim, and without any withholding or deduction in respect of Taxes, unless required by law or the relevant Terms.

Stamp duty:

Any stamp duty incurred at the time of issue of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant investors.

As at the date of this Information Memorandum, no ad valorem stamp duty is payable in any Australian State or Territory on the issue, transfer or redemption of the Notes. However, investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the issue, transfer or redemption of Notes, or interests in Notes, in any jurisdiction.

Withholding Taxation:

All payments in respect of the Notes will be made without withholding or deduction in respect of Taxes, unless required by law or the relevant Terms. In respect of the Subordinated Notes, in the event that any such withholding or deduction is made in respect of a Tax, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so withheld or deducted.

It is intended that the Subordinated Notes may be issued in a manner that enables the Issuer to pay non-Australian resident Noteholders free of Australian interest withholding tax.

A brief overview of the Australian taxation treatment of payments of interest on the Subordinated Notes and payments of distributions on the Capital Notes is set out in the section entitled "Australian Taxation" below. However, this is not tax advice and should not be relied on as such. Investors should obtain their own taxation advice regarding the taxation status of investing in any Notes.

FATCA:

Financial institutions through which payments on Notes are made may be required to withhold United States of America (U.S.) tax pursuant to sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (**FATCA**) or similar laws implementing an inter-governmental approach on FATCA.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from any payment in respect of the Notes, neither the Issuer, nor any other person would, pursuant to the relevant Terms, be required to pay additional amounts as a result of such deduction or withholding. Noteholders should consult their own tax advisers on how these rules may apply to payments they receive under the Notes.

Listing:

It is not currently intended that the Notes will be listed on any stock exchange.

An application may be made for the Issuer to be admitted to the official list of, and/or Notes of a particular Series to be quoted on, the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (**ASX**) or on any other stock or securities exchange (in accordance with applicable laws and regulations).

Any Notes which are quoted on the ASX will not be transferred through, or registered on, the Clearing House Electronic Sub-Register System (**CHES**) operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be "Approved Financial Products" for the purposes of that system. Interest in the Notes will instead be held in, and transferable through, the Austraclear System.

The applicable Pricing Supplement in respect of the issue of any Tranche of Notes will specify whether or not such Notes will be quoted on any stock or securities exchange.

Notes may only be transferred:

Notes may only be transferred:

- (a) pursuant to offers received in Australia if:
  - (i) the aggregate consideration payable at the time of transfer is a minimum amount of A\$500,000 (or its equivalent in other currencies, in either case, disregarding any moneys lent by the transferor or its associates to the transferee) or the Notes are otherwise transferred in circumstances that do not require disclosure to be made under Parts 6D.2 or 7.9 of the Corporations Act;
  - (ii) the transfer is not to a "retail client" as defined for the purposes of section 761G of the Corporations Act; and
  - (iii) such action complies with all applicable laws, regulations and directives; and
- (b) in a jurisdiction outside Australia, if the transfer is in compliance with all laws, regulations and directives of the jurisdiction in which the transfer takes place.

Transfers of Notes held in the Austraclear System, Euroclear, Clearstream or any other Clearing System specified in the applicable Pricing Supplement will be made in accordance with the rules, regulations and operating procedures of the relevant Clearing System.

Selling restrictions:

The offer, sale and delivery of Notes and the distribution of this Information Memorandum, are subject to such restrictions as may apply in any jurisdiction in connection with the offer and sale of a particular Tranche or Series. Certain restrictions are described in the section entitled "Selling Restrictions".

Governing law:

The Notes and all related documentation will be governed by the laws of Queensland, Australia.

Ratings:

Any rating of the Programme, or of any particular Series of Notes, may be specified in the applicable Pricing Supplement.

A credit rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, variation, suspension or withdrawal at any time by the relevant assigning organisation. Each credit rating should be evaluated independently of any other credit rating.

Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

Investors to obtain independent advice with respect to investment and other risks:

An investment in Notes issued under the Programme involves certain risks. This Information Memorandum does not describe the full risks of an investment in any Notes. Prospective investors should refer to those risk factors set out in the section entitled "Risk Factors" in this Information Memorandum and consult their own professional, financial, legal and tax advisers about risks and the tax implications associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

## **DESCRIPTION OF SUNCORP GROUP LIMITED**

The Issuer is an ASX-listed company (ASX: SUN) and the ultimate parent company of the Suncorp Group, headquartered in Brisbane. The Suncorp Group offers general insurance products and services including consumer (home and motor), commercial, and personal injury insurance through its brands in Australia and New Zealand.

The Suncorp Group operates across several regulated industry sectors and is subject to ongoing oversight by regulatory authorities in Australia and New Zealand. In particular, as a provider of insurance products, the Suncorp Group is subject to ongoing oversight by financial services regulators with the prudential regulator in Australia being APRA and RBNZ in New Zealand.

Further information regarding the Suncorp Group is contained within the outlined documents incorporated by reference.

## RISK FACTORS

*This section describes only some of the risks of investing in the Notes, the Issuer and the Suncorp Group. It does not describe all of the risks and is not an exhaustive statement of all of the risks that might emerge. The selection of risks has been based on an assessment of a combination of the probability of the risk occurring and the impact of the risk if it did occur. However, the risks are not listed in order of likelihood of occurrence or impact and there is no guarantee that the importance of different risks will not change or that other risks will not emerge. Investors must take or obtain their own advice with respect to investment and other risks.*

*Investors should carefully consider these risk factors, together with the other information in this Information Memorandum, including the documents incorporated by reference, before deciding whether to invest in the Notes. If you are in any doubt about the risks associated with an investment in the Notes, you should consult your own professional, financial, legal and tax advisers about such risks and the suitability of investing in the Notes in light of your particular circumstances.*

### 1. Risks associated with the Notes

#### **Notes are unsecured and subordinated obligations**

The Notes are unsecured and subordinated obligations of the Issuer as described in "Summary of the Notes – Status and Ranking of the Capital Notes" and "Status and Ranking of the Subordinated Notes" above.

The Notes are claims on the Issuer, a non-operating holding company (**NOHC**) of the companies in the Suncorp Group. The majority of the Issuer's assets consist of investments in companies which are other members of the Suncorp Group. The Issuer's claims in respect of those investments rank behind the relevant company's policyholders and other creditors (as the case may be) in a winding-up of those companies. Holders have no claim on any other member of the Suncorp Group for payment of any amount in respect of Notes.

In a winding-up of the Issuer, if the Notes have not been Converted or Written-Off on account of a Non-Viability Trigger Event, the Notes are subordinated and Holders rank behind Senior Ranking Creditors. The Notes will rank equally with, and shall be paid in proportion to the claims of, in the case of Subordinated Notes, Equal Ranking Creditors and in the case of Capital Notes, holders of Equal Ranking Instruments. The Notes will rank ahead only of the claims of, in the case of Subordinated Notes, Junior Ranking Creditors and in the case of Capital Notes, Ordinary Shares. Holders will lose all of their investment in Notes, and any Interest due and unpaid at that time, if there are insufficient assets to satisfy Senior Ranking Creditors in a winding-up of the Issuer.

If a Non-Viability Trigger Event occurs and the Notes are Converted, Holders will rank equally with other holders of the Ordinary Shares for the return of any surplus assets in a winding-up of the Issuer after payment of all creditors and holders of any preference shares. If the Ordinary Shares to which certain Holders would have been entitled upon Conversion are issued to a Nominee, because the Holders are either Ineligible Holders or have elected not to receive Ordinary Shares (or where certain other circumstances as set out in the Terms apply), such Holders will have the right to receive the cash proceeds of the sale of the Ordinary Shares on market, and will have no claim against the Issuer or any other member of the Suncorp Group in respect of their Notes.

If the Notes are not Converted for any reason within five Business Days of the Non-Viability Trigger Event, they will be immediately and irrevocably Written-Off and the rights of Holders under the Notes will be terminated. In these circumstances Holders will have no claim on the assets of the Issuer or any other member of the Suncorp Group.

#### **Conversion or Write-Off following a Non-Viability Trigger Event**

If a Non-Viability Trigger Event occurs, the Issuer may be required to Convert some or all Notes into Ordinary Shares. If a Non-Viability Trigger Event occurs and the Notes are required to be Converted, Holders will receive a number of Ordinary Shares based on a volume-weighted average price calculation over a period of days prior to the Non-Viability Trigger Event, subject to a Maximum Conversion Number. The number of Ordinary Shares a Holder will receive is limited to the Maximum Conversion Number. If for any reason Conversion does not occur within five Business Days of the Trigger Event Date, the Notes will be Written-Off and all rights of Holders in respect of Notes (including to Interest and payment of Face Value and to be issued with the Conversion Number of Ordinary Shares) are immediately and irrevocably terminated on and from the Trigger Event Date.

#### **Ordinary Shares issued on Conversion**

The Maximum Conversion Number is the number of Ordinary Shares into which the Note would Convert assuming a price for Ordinary Shares which is the VWAP over a period of approximately 20 ASX trading days before the Issue Date multiplied by 0.2. If the market price of Ordinary Shares is less than that amount at the point of Conversion, the number of Ordinary Shares issued will be capped at the Maximum Conversion Number, in which

case, the number of Ordinary Shares is likely to have a market value less than the principal amount of a Note, and Holders will suffer loss as a result.

The Maximum Conversion Number may be adjusted to reflect a consolidation, division or reclassification, or pro rata bonus issue, of Ordinary Shares. However, no adjustment will be made to it on account of other transactions which may affect the price of Ordinary Shares, including for example rights issues, returns of capital, buy-backs or special dividends. The Terms do not limit the transactions that the Issuer may undertake with respect to its share capital and any such action may increase the risk that Holders receive only the Maximum Conversion Number and so may adversely affect the position of Holders.

The Ordinary Shares issued on Conversion may not be able to be sold at the same price as the VWAP basis on which the Conversion Number has been calculated, or at all. Further, there are no conditions to Conversion and the number of Ordinary Shares received may be limited to the Maximum Conversion Number, the market value of which may be much less than the amount of the Holder's investment.

If a Non-Viability Trigger Event occurs and the Notes are Converted, Holders are obliged to accept Ordinary Shares or have such Ordinary Shares issued to a Nominee to be sold on their behalf. The Nominee will have no duty in relation to the price or terms of such a sale. Further, Ordinary Shares issued on account of a Non-Viability Trigger Event may not be quoted on ASX.

#### ***Determination of instruments required to be converted or written-off***

Where a Non-Viability Trigger Event requires only some of the Issuer's relevant regulatory capital instruments to be converted or written-off (that is, where the Non-Viability Trigger Event does not involve APRA determining that the Issuer would become non-viable without a public sector injection of capital or equivalent support and APRA is satisfied that conversion or write-off of such lesser amount of relevant regulated capital instruments is sufficient to ensure that the Issuer does not become non-viable), Relevant Tier 1 Capital Instruments would be required to be converted ahead of the Notes. In that case, if conversion of Relevant Tier 1 Capital Instruments is not sufficient to satisfy APRA that the Issuer would not become non-viable, then some or all of the Subordinated Notes and any other Relevant Term Subordinated Instruments would be required to be converted. In addition, Holders should be aware that there is no requirement that the rights attaching to Ordinary Shares be cancelled or limited before Relevant Term Subordinated Instruments or Relevant Tier 1 Capital Instruments are subject to conversion or write-off. Where a Non-Viability Trigger Event involves APRA determining that the Issuer would become non-viable without public sector injection of capital or equivalent support, all Notes must be Converted.

#### ***Occurrence of a Non-Viability Trigger Event***

Holdes should be aware that a Non-Viability Trigger Event could occur at any time. It could occur on dates not previously contemplated by them or which may be unfavourable in light of then prevailing market conditions or Holders' individual circumstances. Accordingly, a Conversion on account of a Non-Viability Trigger Event may occur on dates not previously contemplated by Holders, which may be disadvantageous in light of market conditions or their individual circumstances. Whether or not a Non-Viability Trigger Event will occur is at the discretion of APRA and the Issuer has no obligation to take steps to avoid non-viability. APRA has not provided guidance as to how it would determine non-viability. Non-viability could be expected to include serious impairment of the Issuer's financial position and insolvency; however, it is possible that APRA's definition of non-viability may not necessarily be constrained to solvency measures or capital ratios and APRA's position on these matters may change over time. APRA may publish further guidance on the parameters used to determine non-viability, however, it is possible that it will not provide any further guidance and the Issuer has no control over whether it will do so. Non-viability may be significantly impacted by a number of factors, including factors which affect the business, operation and financial condition of the Issuer. For instance, systemic and non-systemic macro-economic, environmental and operational factors, globally and in Australia and New Zealand, may affect the viability of the Issuer.

#### ***Write-Off where Conversion does not occur following a Non-Viability Trigger Event***

If for any reason Conversion does not occur within five Business Days of the Trigger Event Date, the Notes will be Written-Off and all rights of Holders in respect of Notes (including to Interest and payment of Face Value and to be issued with the Conversion Number of Ordinary Shares) are immediately and irrevocably terminated on and from the Trigger Event Date. Holders will suffer loss as a result. Where Notes are Written-Off, Holders will not receive any Ordinary Shares in respect of their Notes, have no further claim on the Issuer and suffer a loss of their investment and, as a result, are likely to be worse off than holders of Ordinary Shares.

#### ***Risks with acquiring Ordinary Shares on Conversion***

There is a risk that a Holder may, by acquiring any Notes (taking into account any Ordinary Shares into which they may Convert), breach applicable restrictions on ownership. Laws, including the *Financial Sector (Shareholdings)*

Act 1998 (Cth), restrict ownership by people (together with their associates) of general insurer holding companies, such as the Issuer, to a 20% stake. A shareholder may apply to the Australian Treasurer to extend their ownership beyond 20% but approval will not be granted unless the Treasurer is satisfied that a holding by that person of greater than 20% is in the national interest. Investors should take care to ensure that, by acquiring any Notes (taking into account any Ordinary Shares into which they may Convert), they do not breach any applicable restrictions on ownership and should seek professional guidance from their solicitor, accountant or other independent qualified professional adviser in relation to their obligations.

#### ***Market price and liquidity of Ordinary Shares***

Any Ordinary Shares issued on Conversion will rank equally with existing and future Ordinary Shares, so the ongoing value of Ordinary Shares received will depend on the market price of Ordinary Shares after Conversion. The market price of Ordinary Shares may fluctuate due to various factors. If Notes are Converted into Ordinary Shares, there is a risk that the market price of the number of Ordinary Shares received per Note on Conversion may be less than the Face Value of the Note and will also fluctuate due to any of the many factors that may affect the price of an Ordinary Share. There is also a risk that there may be no liquid market for Ordinary Shares at the time of Conversion, and there is also no guarantee that Ordinary Shares will remain continuously quoted on ASX.

#### ***Payments on Subordinated Notes are subject to satisfaction of the Solvency Condition***

As described in "Summary of the Notes – Solvency Condition (for Subordinated Notes)", all of the Issuer's obligations to make payments in respect of the Subordinated Notes are subject to the Solvency Condition being satisfied. If the Solvency Condition is not satisfied, that is, if the Issuer is not able to pay its debts as they become due and payable and the Issuer's assets do not exceed its liabilities, both at the time of making the payment and immediately after making the payment, no payment will be made. As a result, there is a risk that Holders will not receive amounts of Face Value, Interest or other amounts in respect of the Subordinated Notes on the dates scheduled.

#### ***Payments on Capital Notes are subject to satisfaction of the Payment Condition***

As described in "Summary of the Notes – Payment Condition (for Capital Notes)", all of the Issuer's obligations to make payments in respect of the Capital Notes are subject to the Payment Condition being satisfied. If the Payment Condition is not satisfied, that is, if the Issuer is not able to pay its debts as they become due and payable and the Issuer's assets do not exceed its liabilities, both at the time of making the payment and immediately after making the payment, no payment will be made. As a result, there is a risk that Holders will not receive amounts in the nature of Distributions or other amounts in respect of the Capital Notes on the dates scheduled. Any Distribution which is not paid because of a Payment Condition existing will not accumulate.

#### ***No rights for Holders to request or require Redemption or Exchange or acceleration of repayment***

Holders have no right to request or require Redemption or Exchange, as applicable, or to accelerate repayment of their Notes (except where an order has been made or an effective resolution passed for the winding-up of the Issuer). Therefore unless the Issuer elects to Redeem Subordinated Notes before their Maturity Date or Exchange Capital Notes (subject to APRA's prior written approval, which is in its discretion and may not be given), Holders can only realise their investment in the Notes by selling them at the prevailing market price.

#### ***The Issuer may Redeem the Notes early in certain circumstances***

The Issuer may (subject to APRA's prior written approval, which is in its discretion and may not be given) Redeem Subordinated Notes or Exchange Capital Notes as described in "Summary of the Notes - Optional Exchange by the Issuer (Capital Notes)" and "Summary of the Notes - Redemption or Resale (Subordinated Notes)" above. There is a risk that the amount received on Redemption, Resale or Exchange, as applicable may be less than the then current market value of Notes. The timing of any Redemption, Resale or Exchange, as applicable, may not accord with a Holder's individual financial circumstances or tax position. Holders should note that any approval is at APRA's discretion and may not be given. In addition, consistent with the relevant APRA prudential requirements, where replacement capital is considered to be more expensive (including because of higher credit margins), APRA may not approve a redemption unless the issuer satisfies it as to the economic and prudential rationale for the redemption and that the redemption will not create an expectation that other regulatory capital instruments will be redeemed in similar circumstances.

#### ***Market price and liquidity of Ordinary Shares***

Any Ordinary Shares issued on Conversion will rank equally with existing and future Ordinary Shares, so the ongoing value of Ordinary Shares received will depend on the market price of Ordinary Shares after Conversion. The market price of Ordinary Shares may fluctuate due to various factors, including but not limited to, the risks associated Suncorp's business as outlined within this Information Memorandum (including the documents incorporated by reference) and other factors that may affect Suncorp Group's financial performance and position

or perception thereof. Investors should carefully evaluate the investment risks associated with an investment in the Issuer and the Suncorp Group (see "Risks associated with the Issuer" below). If Notes are Converted into Ordinary Shares, there is a risk that the market price of the number of Ordinary Shares received per Note on Conversion may be less than the principal outstanding of the Note and will also fluctuate due to any of the many factors that may affect the price of an Ordinary Share. There is also a risk that there may be no liquid market for Ordinary Shares at the time of Conversion, or the market at the time of Conversion may be less liquid than that for comparable securities issued by other entities. As a result, Holders of Notes who wish to sell Ordinary Shares on Conversion may be unable to do so at a price acceptable to them, or at all. See also "Conversion following a Non-Viability Trigger Event" above. There is also no guarantee that Ordinary Shares will remain continuously quoted on ASX, or that Ordinary Shares issued on Conversion will be quoted on ASX at all. Trading in ASX-listed securities may be suspended in certain circumstances, or may cease altogether.

#### ***The Issuer may fail to pay Principal, Interest or other amounts***

There is a risk that the Issuer may not pay when scheduled or default on payment of some or all of the principal outstanding, interest or other amounts payable on the Notes. If the Issuer does not pay the amount owing, Holders may lose some or all of the money invested in the Notes. Events of default and remedies are described in "Summary of the Notes- Events of Default". The remedies of the Holders in the event of non-payment are limited. Failure to pay because the Solvency Condition or Payment Condition, as applicable, is not satisfied is not an Event of Default. There is a risk that the entire amount owed may not be recovered even if the Holder institutes proceedings against the Issuer. Further, although the Terms may specify certain remedies (for example, seeking an order for the winding-up of the Issuer), the grant of those remedies may be in the discretion of the court, and as such may not be granted.

#### ***No restriction on future issue or redemption of securities***

There is a risk that the Issuer may issue other securities that may affect the return that a Holder receives on their investment in Notes. The Notes do not in any way restrict the Issuer and other members of the Suncorp Group from issuing further securities, or incurring further indebtedness, including indebtedness ranking ahead of or equally with the Notes. The Notes do not in any way restrict the Issuer from buying back or redeeming other securities whether issued now or in the future including other securities which rank equally with or junior to the Notes, or from making dividend or other payments in respect of the Ordinary Shares, or from reducing its capital. The Notes also do not require the Issuer to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity. An investment in Notes carries no right to participate in any future issue of securities (whether equity, Tier 1 Capital, Tier 2 Capital, subordinated or senior debt or otherwise) by the Issuer. No prediction can be made as to the effect, if any, which the future issue of securities by the Issuer, or the redemption or repayment of other securities, may have on the market price or liquidity of Notes, on the Suncorp Group's financial position or performance or on the likelihood of the Issuer making payments on Notes.

#### ***Changes in the Interest Rate***

Where Notes are floating rate notes, the Interest Rate is calculated for each Interest Period by reference to the BBSW, which is a benchmark floating interest rate for the Australian money market. The BBSW Rate is influenced by a number of factors and varies over time. The Interest Rate will fluctuate and may increase or decrease over time as a result of movements in the BBSW Rate. It is possible for the BBSW Rate to be negative. The Issuer does not control the BBSW Rate nor the means by which it is determined, which may change. However, if the BBSW Rate is subject to temporary disruption or is permanently discontinued, then (subject to APRA's prior written approval), a replacement benchmark rate will be substituted as described in the Terms. As the Interest Rate fluctuates, there is a risk that it may become less attractive when compared to the rates of return available on comparable securities issued by the Issuer, other members of the Suncorp Group or other entities.

#### ***Regulatory classification and prudential supervision***

There is a risk that the position of Holders may be adversely affected due to the regulatory capital treatment of the Notes. This includes a risk that APRA's current treatment of the Notes may change (including where conditions to its approval are not met) and that may give rise to a Regulatory Event entitling the Issuer, with APRA's approval, to Redeem the Notes. APRA has confirmed that the proceeds of the Notes may be used to fund Tier 2 Capital of one or more Regulated Entities within the Suncorp Group under APRA's Prudential Standards. In order to obtain this regulatory capital treatment, the Terms contain features which may have adverse consequences for Holders which are described in the risks associated with the notes described in this Information Memorandum. APRA also has the power under applicable law to direct the Issuer or members of the Suncorp Group to (amongst other things) direct the Issuer not to make payments to Holders. In addition, APRA may, in certain circumstances, require the Issuer to transfer all or part of its business to another entity under the *Financial Sector (Transfer and Restructure) Act 1999* (Cth) (**FSTR Act**).

## ***Amendments to the Terms***

The Terms may be amended by the Issuer in certain circumstances. Where amendments are permitted to be made by the Issuer in accordance with the Terms, or passed by a resolution of Holders, Holders are bound by the amendments even if the Holder does not agree to the changes.

## **2. Risks associated with the Issuer**

### ***Structural Subordination Risk***

The Issuer is a holding company which owns or holds interests in general insurance companies in Australia and New Zealand. In the event that a subsidiary of the Issuer is wound up, the claims of the Issuer in respect of the subsidiary would be limited to the net assets (if any) of that subsidiary after all liabilities, including to policyholders, have been discharged or provided for. In addition, the Issuer is reliant on the continued receipt of dividends or other funding from its subsidiaries to make payments on its securities. The ability of the Issuer's subsidiaries to pay dividends, or to otherwise make funds available to the Issuer, may in certain circumstances be subject to regulatory, contractual or legal restrictions.

### ***Relevant provisions of the Insurance Act, powers of a statutory manager and APRA secrecy rules***

In certain circumstances APRA may appoint a statutory manager (an **Insurance Act statutory manager**) to take control of the business of an authorised NOHC of a general insurer, such as the Issuer. The powers of an Insurance Act statutory manager include the power to alter a NOHC's constitution, to issue, cancel or sell shares (or rights to acquire shares) in the NOHC and to vary or cancel rights or restrictions attached to shares in a class of shares in the NOHC. If an Insurance Act statutory manager is appointed to the Issuer in the future, these broad powers may be exercised in a way which adversely affects the rights attaching to the Notes and the position of Holders.

APRA may also, in certain circumstances, require the Issuer to transfer all or part of its business to another entity under the FSTR Act. A transfer under the FSTR Act overrides anything in any contract or agreement to which the Issuer is party and therefore may have an adverse effect on the Issuer's ability to comply with its obligations under the Notes and the position of Holders.

In addition, Holders should be aware that secrecy obligations may apply to action taken by APRA. This means that information about action taken by APRA (including in exercise of its powers under the Insurance Act) may not be publicly disclosed.

## **3. Risks associated with the Issuer's business**

### ***The value of a Holder's investment will depend on the financial performance and position of the Issuer and the Suncorp Group***

The Issuer and Suncorp Group are exposed to strategic risks, legal, regulatory and compliance risks and insurance industry specific risks (including exposure to the risk of financial loss and the inability to meet liabilities due to inadequate insurance product design, pricing, underwriting, concentration risk, reserving, claims management and/or reinsurance management and risk) which may impact the Issuer's and the Suncorp Group's financial performance. Please see the Issuer's most recent annual report and other documents incorporated by reference for further information on these risks.

### ***Risk Management***

The Issuer and the Suncorp Group have mechanisms in place, including risk management strategies and internal controls, whereby they can identify, monitor, and seek to mitigate some of the risks to which they are subject (and their impact). The Suncorp Group applies a consistent and integrated approach to enterprise risk management and recognises that strong risk culture, good governance and effective risk management are essential to achieving the Suncorp Group's strategy and maintaining its social licence to operate.

There are inherent limitations with any risk management framework as there may exist, or develop in the future, risks that the Suncorp Group has not anticipated or identified or controls that may not operate effectively. If any of the Suncorp Group's risk management processes and procedures prove ineffective or inadequate or are otherwise not appropriately implemented, the Suncorp Group could suffer unexpected losses and reputational damage which could adversely affect the Suncorp Group's businesses, financial performance, capital resources, financial condition and prospects.

Further information regarding the Suncorp Group's approach to risk management can be found in the most recent Issuer Annual Report.

## TERMS OF THE CAPITAL NOTES

All capitalised terms that are not defined in these Terms have the meanings given in the relevant Pricing Supplement.

The following are the Terms of the Capital Notes (**Terms**) which, as supplemented, amended, modified or replaced in relation to any Capital Notes by an applicable Pricing Supplement, will be applicable to each Series of Capital Notes. Each Tranche of Capital Notes will be the subject of a Pricing Supplement. References in these Terms to a Pricing Supplement are references to the Pricing Supplement applicable to that Tranche.

Each Holder, and any person claiming through or under a Holder, is deemed to have notice of and is bound by these Terms, the Deed Poll (as defined in these Terms), the Information Memorandum, the applicable Agency Agreement and the applicable Pricing Supplement. Copies of each of these documents (to the extent they relate to a Tranche of Capital Notes) are available for inspection by the holder of any Capital Note of such Tranche at the offices of the Issuer and the Registrar at each of their respective addresses set out in the section entitled "Directory" in the Information Memorandum, or from such other person specified in the applicable Pricing Supplement.

### 1. Form of Capital Notes

#### 1.1 Programme

Capital Notes may be issued under the Programme.

#### 1.2 Constitution under Deed Poll

The Capital Notes (the **Capital Notes**) are perpetual, convertible, unsecured, subordinated debt obligations of the Issuer constituted by, and owing under, the Deed Poll. They are issued, and may be Redeemed, Converted or Resold, according to these Terms.

#### 1.3 Form

The Capital Notes are in registered form and are issued by entry in the Register.

#### 1.4 Issuance in Series

- (a) The Issuer may from time to time issue one or more Series of Capital Notes under these Terms.
- (b) Each Series may comprise one or more Tranches, provided that the requirements of APRA for Capital Notes to be Eligible Additional Tier 1 Capital are met in respect of each Tranche.
- (c) Each Tranche is the subject of a Pricing Supplement which supplements, amends or replaces these Terms. In the event of any inconsistency between these Terms and the relevant Pricing Supplement, the relevant Pricing Supplement prevails.
- (d) These Terms apply separately to the Capital Notes of each Series and references in these Terms to the "Capital Notes" is a reference to the Capital Notes of the relevant Series.
- (e) Copies of the Pricing Supplement are available for inspection or upon request by a Holder or prospective Holder during normal business hours at the Specified Office of the Issuer or the Registrar or are otherwise available on reasonable request from the Issuer or the Registrar, and may be sent by email to Holders.

#### 1.5 Types of Capital Notes

A Capital Note may be:

- (a) a Fixed Rate Capital Note;
- (b) a Floating Rate Capital Note; or
- (c) a Fixed-to-Floating Rate Capital Note,

in each case, as specified in the relevant Pricing Supplement.

## 1.6 **Face Value and restriction on issue**

- (a) Unless otherwise specified in the Pricing Supplement, the Capital Notes have a Face Value of A\$10,000 and are issued fully paid.
- (b) No person shall subscribe for the Capital Notes in Australia unless:
  - (i) the aggregate consideration payable to the Issuer by the subscriber is at least A\$500,000 (or its equivalent in an alternative currency, and in either case, disregarding moneys lent by the Issuer or its associates) or the Capital Notes are otherwise issued in a manner which does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act; and
  - (ii) the offer or invitation from which the issue results does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act.

## 1.7 **Currency**

The Capital Notes are denominated in Australian dollars.

## 1.8 **No certificates**

No certificates will be issued to Holders unless the Issuer determines that certificates should be available or are required by any applicable law.

## 2. **Status and ranking**

### 2.1 **Status and ranking**

The Capital Notes of each Series constitute direct and unsecured subordinated obligations of the Issuer, ranking for payment of the Redemption Price in a winding-up of the Issuer:

- (a) ahead of the Ordinary Shares;
- (b) equally without any preference among themselves;
- (c) equally with all Equal Ranking Instruments; and
- (d) behind the claims of Senior Ranking Creditors.

### 2.2 **Winding-up**

If an order of a court of competent jurisdiction is made (other than an order successfully appealed or permanently stayed within 60 days), or an effective resolution is passed, for the winding-up of the Issuer in Australia (but not elsewhere), the Issuer is liable to Redeem each Capital Note at its Redemption Price in accordance with, and subject to, clause 2.3.

### 2.3 **Subordination in winding-up**

The claims of Holders against the Issuer in respect of Capital Notes will, in a winding-up of the Issuer in Australia:

- (a) be subordinated in right of payment to the claims of all Senior Ranking Creditors as provided in clause 10; and
- (b) rank equally with the claims of holders of other instruments issued as Equal Ranking Instruments.

### 2.4 **Not insurance policies and not guaranteed**

The Capital Notes are not:

- (a) policies with any member of the Suncorp Group or any Related Entity of the Issuer for the purposes of the Insurance Act nor protected policies for the purposes of the financial claims scheme established under Part VC of the Insurance Act; nor

- (b) guaranteed or insured by the Australian government or under any compensation scheme of the Australian government, or by any other government, under any other compensation scheme or by any government agency or any other party.

## 2.5 **Effect of Non-Viability Trigger Event**

If a Non-Viability Trigger Event occurs, despite any other provision in these Terms, Capital Notes will be Converted into Ordinary Shares as provided in clause 6, or if clause 6.5 applies, Written-Off.

## 3. **Distributions**

### 3.1 **Distributions**

Subject to these Terms, the Issuer will pay a Distribution on each Capital Note in arrear on the relevant Distribution Payment Date (a **Distribution**) at a fixed rate or a floating rate or a fixed-to-floating rate. The Pricing Supplement will specify which of clause 3.3 or 3.4 or 3.6 will be applicable to the Capital Notes.

The Distribution payable on each Capital Note for a Distribution Period is calculated according to the following formula:

$$\text{Distribution payable} = \text{Distribution Rate} \times \text{Face Value} \times \text{Day Count Fraction}$$

### 3.2 **Distribution Rate determination**

The Distribution Rate payable in respect of a Capital Note must be calculated by the Issuer in accordance with these Terms.

### 3.3 **Calculation of Distribution Rate on Fixed Rate Capital Notes**

The Distribution Rate applicable to a Fixed Rate Capital Note for each Distribution Period will be the rate specified in the applicable Pricing Supplement.

### 3.4 **Calculation of Distribution Rate on Floating Rate Capital Notes**

- (a) The Distribution Rate applicable to a Floating Rate Capital Note for each Distribution Period is calculated according to the following formula (expressed as a percentage per annum):

$$\text{Distribution Rate} = (\text{BBSW Rate} + \text{Margin}) \times (1 - T)$$

**BBSW Rate** means, for a Distribution Period, the rate for prime bank eligible securities having a tenor closest to the Distribution Period which is designated as the "AVG MID" on the "Refinitiv Screen ASX29 Page" or "MID" rate on the "Bloomberg Screen BBSW Page" (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first day of that Distribution Period;

**Margin** has the meaning given in the applicable Pricing Supplement; and

**T** (expressed as a decimal) means the Australian corporate tax rate applicable to the franking account of the Issuer at the relevant Distribution Payment Date.

- (b) Each Holder shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate as described in this clause 3.4 and in clause 3.5 below (in all cases without the need for any Holder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance), and any substitution for and adjustments made to, the BBSW Rate, and in each case made in accordance with this clause 3.4 and in clause 3.5, will, in the absence of manifest or proven error, be conclusive and binding on the Issuer, the Holder and each Agent and, notwithstanding anything to the contrary in these Terms or other documentation relating to the Capital Notes, shall become effective without the consent of any person.
- (c) If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Distribution Rate, such rate, adjustment, quantum, formula, methodology or other variable will be

determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an alternate financial institution (acting in good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.

### 3.5 **Applicable Benchmark Rate Fallback**

If:

- (a) a Temporary Disruption Trigger has occurred; or
- (b) a Permanent Discontinuation Trigger has occurred, then, subject to this clause 3.5, the BBSW Rate for a Distribution Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):
  - (i) if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:
    - (A) first, the Administrator Recommended Rate;
    - (B) then the Supervisor Recommended Rate; and
    - (C) lastly, the Final Fallback Rate;
  - (ii) where a determination of the AONIA Rate is required for the purposes of paragraph (i) above, if a Temporary Disruption Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;
  - (iii) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (i) or (ii) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will be the last rate provided or published by the Administrator of the RBA Recommended Rate (or if no such rate has been so provided or published, the last provided or published level of AONIA);
  - (iv) if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
    - (A) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;
    - (B) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and
    - (C) lastly, if neither paragraph (A) nor paragraph (B) above apply, the Final Fallback Rate;
  - (v) where a determination of the AONIA Rate is required for the purposes of paragraph 3.5(b)(iv)(A) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
    - (A) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and

- (B) lastly, if paragraph (A) above does not apply, the Final Fallback Rate; and
- (vi) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (iv) or (v) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate.

When calculating an amount of a distribution in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that distribution will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate. When calculating distribution in circumstances where the Final Fallback Rate applies, the amount of a distribution will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

The application of any Fallback Rate, other than the Fallback Rate described in paragraph (b) of the definition of "Final Fallback Rate", is subject to the prior written approval of APRA, such approval to be sought in accordance with the order of precedence specified in this clause.

***Holders should note that APRA's approval may not be given for any Fallback Rate it considers to have the effect of increasing the Distribution Rate contrary to applicable prudential standards.***

### 3.6 Calculation of Distribution Rate on Fixed-to-Floating Rate Capital Notes

The Distribution Rate in respect of a Distribution on a Fixed-to-Floating Rate Capital Note is the rate (expressed as a percentage per annum) determined as:

- (a) for the Fixed Rate Period, in accordance with clause 3.3 as if the Capital Note were a Fixed Rate Capital Note;
- (b) for the Floating Rate Period, in accordance with clause 3.4 as if the Capital Note were a Floating Rate Capital Note.

### 3.7 Linear Interpolation

- (a) If the Pricing Supplement states that "Linear Interpolation" applies to a Distribution Period, the Distribution Rate for that Distribution Period is determined through the use of straight line interpolation by reference to two BBSW Rates, AONIA Rates or other floating rates specified in the Pricing Supplement.
- (b) The first rate must be determined as if the Distribution Period were the period of time for which rates are available next shorter than the length of the Distribution Period (or any alternative Distribution Period specified in the Pricing Supplement).
- (c) The second rate must be determined as if the Distribution Period were the period of time for which rates are available next longer than the length of the Distribution Period (or any alternative Distribution Period specified in the Pricing Supplement).

### 3.8 Franking adjustments

If a Distribution is not franked to 100% under Part 3-6 of the Tax Act (and any provisions that revise or replace that Part), the Distribution will be calculated according to the following formula:

$$\text{Distribution} = \frac{D}{1 - [T \times (1 - F)]}$$

where:

**D** means the Distribution calculated under clause 3.1;

**T** has the meaning given in clause 3.4; and

**F** means the applicable Franking Rate.

### 3.9 **Payment of a distribution**

Each Distribution is subject to:

- (a) the Issuer's absolute discretion; and
- (b) no Payment Condition existing in respect of the relevant Distribution Payment Date.

### 3.10 **Distributions are non-cumulative**

- (a) Distributions are non-cumulative. If all or any part of a Distribution is not paid because of clause 3.9 or because of any other reason:
  - (i) the Issuer has no liability to pay the unpaid amount of the Distribution;
  - (ii) Holders have no claim or entitlement in respect of such non-payment; and
  - (iii) such non-payment does not constitute an event of default.
- (b) No interest accrues on any unpaid Distributions and Holders have no claim or entitlement in respect of interest on any unpaid Distributions.

### 3.11 **Distribution Payment Dates**

- (a) Subject to this clause 3, Distributions will be payable in arrear in respect of a Capital Note on the following dates (each a **Distribution Payment Date**):
  - (i) each date so specified in, or determined in accordance with, the applicable Pricing Supplement; and
  - (ii) each date on which an Exchange of that Capital Note occurs, other than a Conversion on a Trigger Event Date, in each case in accordance with these Terms.
- (b) If a Distribution Payment Date is a day which is not a Business Day, then the Distribution Payment Date becomes the next day which is a Business Day.

### 3.12 **Record Dates**

A Distribution is only payable on a Distribution Payment Date to those persons registered as Holders on the Record Date for that Distribution.

### 3.13 **Restrictions in the case of non-payment**

If for any reason a Distribution has not been paid in full on a Distribution Payment Date (the **Relevant Distribution Payment Date**), the Issuer must not, without the approval of a Special Resolution, until and including the next Distribution Payment Date:

- (a) declare, determine to pay or pay an Ordinary Share Dividend; or
- (b) undertake any Buy-Back or Capital Reduction,

unless the Distribution is paid in full within 3 Business Days of the Relevant Distribution Payment Date.

### 3.14 **Exclusions from restrictions in case of nonpayment**

The restrictions in clause 3.13 do not apply to:

- (a) a redemption, buy-back or reduction of capital in connection with any employment contract, benefit plan or other similar arrangement; or
- (b) the payment of an Ordinary Share Dividend or completion of a Buy-Back or Capital Reduction which the Issuer had become legally obliged to pay or complete at the time that the Distribution was not paid.

Nothing in these Terms prohibits the Issuer or a Controlled Entity from purchasing Suncorp Shares (or an interest therein) in connection with transactions for the account of customers of Suncorp or customers of entities that Suncorp Controls or, with the prior written approval of APRA, in connection with the distribution or trading of Suncorp Shares in the ordinary course of business. This includes (for the avoidance of doubt and without affecting the foregoing) any acquisition resulting from acting as trustee for another person where neither the Issuer nor any entity it Controls has a beneficial interest in the trust (other than a beneficial interest that arises from a security given for the purposes of a transaction entered into in the ordinary course of business).

### 3.15 **Calculations**

For the purposes of any calculations required under these Terms:

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with 0.00005% being rounded up to 0.0001%);
- (b) all figures must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and
- (c) all amounts that are due and payable to a Holder in respect of the Holder's aggregate holding of Capital Notes of a Series must be rounded to the nearest one Australian cent (with 0.5 of a cent being rounded up to one cent).

## 4. **Redemption, Resale and purchase**

### 4.1 **Redemption mechanics to apply to Redemption**

If, subject to APRA's prior written approval and compliance with the conditions in clause 7.4, the Issuer elects to Redeem Capital Notes in accordance with these Terms, the provisions of this clause 4 apply to that Redemption.

*Holders should not assume that APRA's approval will be given for any Redemption of Capital Notes under these Terms.*

### 4.2 **Redemption**

- (a) Capital Notes will be Redeemed by payment on the Exchange Date of an amount equal to the Issue Price (the **Redemption Price**) to the Holder.
- (b) Redemption may occur even if the Issuer, in its absolute discretion, does not pay a Distribution for the final (or any other) Distribution Period.

### 4.3 **Effect of Redemption on Holders**

On the Exchange Date the only right Holders will have in respect of Capital Notes will be to obtain the Redemption Price payable in accordance with these Terms and upon payment of the Redemption Price, all other rights conferred, or restrictions imposed, by Capital Notes will no longer have effect.

### 4.4 **No Holder option for early Redemption or Resale**

The Capital Notes are perpetual securities in respect of which there is no maturity date or other fixed redemption date. A Holder cannot require the Issuer or any other person to Redeem or Resell (or otherwise purchase) a Capital Note.

### 4.5 **Purchase**

Subject to APRA's prior written approval, the Issuer or any member of the Suncorp Group may purchase in the open market or otherwise Capital Notes of any Series at any time and at any price. Any Capital Note purchased by or on behalf of the Issuer shall be cancelled.

*Holders should note that any approval is at APRA's discretion and may not be given.*

#### 4.6 Resale mechanics

- (a) If, subject to APRA's written approval, the Issuer elects to Resell Capital Notes of a Series in accordance with these Terms, the provisions of this clause 4.6 shall apply to that Resale.
- (b) The Issuer must appoint one or more Nominated Purchasers for the Resale on such terms as may be agreed between the Issuer and the Nominated Purchasers (including, without limitation, as to the conditions of any Resale and the procedures for settlement of such Resale). If the Issuer appoints more than one Nominated Purchaser in respect of a Resale, all or any of the Capital Notes of the Series held by a Holder which are being Resold may be purchased by any one or any combination of the Nominated Purchasers, as determined by the Issuer, for the Resale Price. The obligation of a Nominated Purchaser to pay the Resale Price on the Exchange Date may be subject to such conditions as the Issuer may reasonably determine.
- (c) The Issuer may not appoint a person as a Nominated Purchaser unless that person:
  - (i) has undertaken on such terms and subject to such conditions as the Issuer reasonably determines for the benefit of each Holder to acquire each Capital Note the subject of the Exchange Notice from the relevant Holder for the Resale Price on the Exchange Date; and
  - (ii) is not a Related Entity of the Issuer.
- (d) Each Holder on the Exchange Date is taken irrevocably to offer to sell each Capital Note held by it which is the subject of an Exchange Notice to the Nominated Purchaser or Nominated Purchasers on the Exchange Date for the Resale Price.
- (e) On the Exchange Date, subject to (i) payment by the Nominated Purchaser of the Resale Price for such Capital Note to the relevant Holder and (ii) payment by the Issuer to the relevant Holder of any Distribution accrued to (but excluding) the Exchange Date, all right, title and interest in such Capital Note (excluding the right to any Distribution payable on that date) will be transferred to the Nominated Purchaser free from encumbrance and the Issuer and the Nominated Purchaser may thereafter redeem or otherwise deal with the Capital Notes so transferred on the terms and at the times as agreed between them.
- (f) If a Nominated Purchaser does not pay the Resale Price in respect of a Capital Note the subject of an Exchange Notice to the Holder of that Capital Note on the Exchange Date (a **Defaulting Nominated Purchaser**) (whether as a result of a condition to purchase not being satisfied or otherwise):
  - (i) the Exchange Notice as it relates to the Defaulting Nominated Purchaser and the relevant Capital Note will be void;
  - (ii) such Capital Note will not be transferred to the Defaulting Nominated Purchaser on the Exchange Date; and
  - (iii) the relevant Holder will continue to hold the relevant Capital Note until such Capital Note is otherwise Redeemed, Converted or Resold in accordance with these Terms.

#### 5. Mandatory Conversion

##### 5.1 Mandatory Conversion

If this clause 5.1 is specified as "Applicable" in the applicable Pricing Supplement, subject to clauses 6, 8 and 9, on the Mandatory Conversion Date, the Issuer must Convert all (but not some) Capital Notes on issue at that date into Ordinary Shares in accordance with clause 9 and this clause 5.

##### 5.2 Mandatory Conversion Date

The **Mandatory Conversion Date** will be the first to occur of the following dates (each a **Relevant Date**) on which the Mandatory Conversion Conditions are satisfied:

- (a) the Scheduled Mandatory Conversion Date; and

- (b) a Distribution Payment Date after the Scheduled Mandatory Conversion Date (a **Subsequent Mandatory Conversion Date**).

### 5.3 **Mandatory Conversion Conditions**

The Mandatory Conversion Conditions for each Relevant Date are:

- (a) the VWAP on the First Test Date is greater than the First Test Date Percentage of the Issue Date VWAP (the **First Mandatory Conversion Condition**);
- (b) the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Relevant Date (the **Second Test Period**) is greater than the Conversion Test Date Percentage of the Issue Date VWAP (the **Second Mandatory Conversion Condition**); and
- (c) no Delisting Event applies in respect of the Relevant Date (the **Third Mandatory Conversion Condition** and together with the First Mandatory Conversion Condition and the Second Mandatory Conversion Condition, the **Mandatory Conversion Conditions**).
- (d) In these Terms:

**Conversion Test Date Percentage** = 101.01% x **Relevant Fraction** (expressed as a percentage)

**First Test Date Percentage** = 110% x **Relevant Fraction** (expressed as a percentage)

### 5.4 **Non-Conversion Notices**

If:

- (a) the First Mandatory Conversion Condition is not satisfied in relation to a Relevant Date, the Issuer will give notice to the Holders between the 25th and the 21st Business Day before the Relevant Date; or
- (b) the Second Mandatory Conversion Condition or the Third Mandatory Conversion Condition is not satisfied in relation to a Relevant Date, the Issuer will give notice to the Holders on or as soon as practicable after the Relevant Date,

(each such notice a **Non-Conversion Notice**) that Mandatory Conversion will not (or, as the case may be, did not) occur on the Relevant Date.

## 6. **Conversion or Write-Off on Non-Viability Trigger Event**

### 6.1 **Non-Viability Trigger Event**

A Non-Viability Trigger Event means APRA has provided a written determination to the Issuer that:

- (a) the conversion to Ordinary Shares or write-off of Relevant Securities in accordance with their terms or by operation of law is necessary because without the conversion to Ordinary Shares or write-off, APRA considers that the Issuer would become non-viable; or
- (b) without a public sector injection of capital into, or equivalent support with respect to, the Issuer, APRA considers that the Issuer would become non-viable,

(such determination a **Non-Viability Determination**).

## 6.2 Conversion on Non-Viability Trigger Event

If a Non-Viability Trigger Event occurs:

- (a) on the Trigger Event Date, subject only to clause 6.5, such number of Capital Notes will immediately Convert as is required by the Non-Viability Determination, provided that:
  - (i) where such Non-Viability Determination is made on the grounds that, without a public sector injection of capital or equivalent support, the Issuer would become non-viable, all Capital Notes must be Converted; and
  - (ii) where clause 6.2(a)(i) does not apply and such Non-Viability Determination does not require all Relevant Securities to be converted or written-off, such number of Capital Notes shall Convert as is sufficient (determined by the Issuer in accordance with clause 6.2(b)) to satisfy APRA that the Issuer is viable without further conversion or write-off;
- (b) in determining the number of Capital Notes which must be Converted in accordance with this clause, the Issuer will:
  - (i) Convert the Capital Notes; and
  - (ii) convert into Ordinary Shares or write-off all other Relevant Securities;

in each case on an approximately pro-rata basis or in a manner that is otherwise, in the opinion of the Issuer, fair and reasonable (subject to such adjustment as the Issuer may determine to take into account the effect on marketable parcels and the need to round to whole numbers the number of Ordinary Shares and any Capital Notes or other Relevant Securities remaining on issue) and, for the purposes of this clause 6.2(b), where the specified currency of the outstanding principal amount of any Relevant Securities is not Australian dollars, the Issuer may, for the purposes of determining the outstanding principal amount that is to be converted or written-off, convert the outstanding principal amount into Australian dollars at such rate of exchange determined in accordance with the terms of such Relevant Securities or, if those terms do not specify a basis for determining such rate of exchange, at such rate of exchange as the Issuer in good faith considers reasonable;
- (c) on the Trigger Event Date the Issuer must determine the Holders whose Capital Notes will be Converted at the time on that date that the Conversion is to take effect and in making that determination may make any decisions with respect to the identity of the Holders at that time and date as may be necessary or desirable to ensure Conversion occurs immediately in an orderly manner, including disregarding any transfers of Capital Notes that have not been settled or registered at that time;
- (d) the Issuer must give written notice of that event (a **Trigger Event Notice**) as soon as practicable to the Holders, which notice must specify:
  - (i) the Trigger Event Date;
  - (ii) the number of Capital Notes Converted; and
  - (iii) the relevant number of other Relevant Securities converted or written-off; and
- (e) from the Trigger Event Date, but subject to clause 6.5 and clause 17.3(b), the Issuer shall treat the Holder in respect of any Capital Note which is required to be Converted as the holder of the Conversion Number of Ordinary Shares and will take all such steps, including updating any of its registers, required to record the Conversion.

## 6.3 Immediacy of Conversion

A Non-Viability Determination takes effect, and the Issuer must perform the obligations in respect of the determination, immediately on the day it is received by the Issuer, whether or not such day is a Business Day.

None of the following shall prevent, impede or delay the immediate Conversion of Capital Notes as required by clause 6.2:

- (a) any failure or delay in the conversion or write-off of any other Relevant Securities;
- (b) any failure or delay in giving a Trigger Event Notice;
- (c) any failure or delay in quotation of the Ordinary Shares to be issued on Conversion;
- (d) any decision as to the identity of Holders whose Capital Notes are to be Converted; or
- (e) any requirement to select or adjust the amount of Capital Notes to be Converted or any right to make determinations in accordance with clause 6.2(b) or 6.2(c).

#### 6.4 **Priority of Conversion Obligations**

- (a) Conversion on account of the occurrence of a Non-Viability Trigger Event is not subject to the matters described in clause 5.3 as Mandatory Conversion Conditions.
- (b) A Conversion required on account of a Non-Viability Trigger Event takes place on the date, and in the manner, required by clause 6.2 (whether or not that day is a Business Day), notwithstanding anything in clause 4, 7 or 8.

#### 6.5 **Write-Off where Conversion does not occur**

Where Capital Notes are required to be Converted, if Conversion has not been effected within 5 Business Days after the relevant Trigger Event Date for any reason (including an Inability Event), Conversion of those Capital Notes on account of the Non-Viability Trigger Event will not occur and those Capital Notes shall be Written-Off with effect on and from the Trigger Event Date in accordance with this clause 6.5 and the provisions of clauses 6.2(b), 6.2(c) and 6.2(d) shall apply in respect of that Write-Off and those Capital Notes as if each reference in those clauses to "Conversion" or "Convert" were a reference to "Write-Off".

In this clause 6.5, **Written-Off** means that, in respect of a Capital Note and a Trigger Event Date:

- (a) the Capital Note will not be Converted on that date and will not be Converted, Redeemed or Resold under these Terms on any subsequent date; and
- (b) the relevant Holders' rights (including to payment of Distributions and Redemption Price) in relation to such Capital Note are immediately and irrevocably terminated and written off,

and **Write-Off** has a corresponding meaning.

#### 7. **Optional Exchange by the Issuer**

##### 7.1 **Optional Exchange by Issuer**

- (a) The Issuer may with APRA's prior written approval by notice to the Holders (an **Exchange Notice**) elect to Exchange:
  - (i) all or some Capital Notes on an Exchange Date following the occurrence of a Tax Event or a Regulatory Event;
  - (ii) all (but not some only) Capital Notes on an Exchange Date following the occurrence of a Potential Acquisition Event; or
  - (iii) all or some Capital Notes on an Optional Exchange Date.
- (b) An Exchange Notice under this clause 7:
  - (i) cannot be given in the period of 20 Business Days preceding (and not including) a Relevant Date where the First Mandatory Conversion Condition has been met in respect of that Relevant Date; and

- (ii) once given is irrevocable, provided that where a Non-Viability Trigger Event occurs after the giving of an Exchange Notice, such notice will be taken to be revoked immediately and clause 6 will apply.

## 7.2 Contents of Exchange Notice

An Exchange Notice must specify:

- (a) where clause 7.1(a)(i) or clause 7.1(a)(ii) applies, the details of the Tax Event, Regulatory Event or Potential Acquisition Event to which the Exchange Notice relates;
- (b) the date on which Exchange is to occur (the **Exchange Date**), which:
  - (i) in the case of a Potential Acquisition Event, is the Business Day prior to the date reasonably determined by the Issuer to be the last date on which holders of Ordinary Shares can participate in the bid or scheme concerned or such other earlier date as the Issuer may reasonably determine having regard to the timing for implementation of the bid or scheme concerned or such later date as APRA may require;
  - (ii) in the case of a Tax Event or a Regulatory Event, is the last Business Day of the month following the month in which the Exchange Notice was given by the Issuer unless the Issuer determines an earlier Exchange Date having regard to the best interests of Holders as a whole and the relevant event; or
  - (iii) in the case of clause 7.1(a)(iii), is an Optional Exchange Date, which must fall no earlier than:
    - (A) 25 Business Days, where the Exchange Method elected is Conversion; or
    - (B) 15 Business Days, where the Exchange Method is Redemption or Resale,after the date on which the Exchange Notice is given;
- (c) the Exchange Method in accordance with clause 7.3;
- (d) if less than all Capital Notes are subject to Exchange, the proportion of the Capital Notes that are to be Exchanged;
- (e) if the Exchange Notice provides that any Capital Notes are to be Resold, the identity of the Nominated Purchaser or Nominated Purchasers for that Resale; and
- (f) whether any Distribution will be paid in respect of the Capital Notes to be Exchanged on the Exchange Date.

## 7.3 Exchange Method

- (a) If the Issuer elects to Exchange Capital Notes in accordance with clause 7.1, it must, subject to clauses 7.3(b), 7.4 and 7.5 and subject to APRA's prior written approval, elect which of the following (or which combination of the following) it intends to do in respect of Capital Notes (the **Exchange Method**):
  - (i) Convert Capital Notes into Ordinary Shares in accordance with clause 9;
  - (ii) Redeem Capital Notes in accordance with clause 4.2; or
  - (iii) Resell Capital Notes in accordance with clause 4.6.

***Holders should not assume that APRA's approval will be given for any Exchange of Capital Notes under these Terms.***

- (b) Subject to clauses 7.4 and 7.5, in the election under clause 7.3(a), the Issuer may specify which of Conversion, Redemption and Resale applies to a particular Capital Notes. Without limitation to the foregoing:
  - (i) the Issuer may select any one or more of Conversion, Redemption or Resale to apply to the Capital Notes held by a Holder; and
  - (ii) the Issuer may select a different combination of Conversion, Redemption and Resale in respect of Capital Notes held by different Holders,

but otherwise the Issuer must endeavour to treat Holders, in the case of an Exchange of only some Capital Notes, on an approximately proportionate basis (although it may discriminate to take account of the effect on marketable parcels and other logistical considerations).

#### 7.4 **Restrictions on election by the Issuer of Redemption or Resale as Exchange Method**

The Issuer may only elect Redemption or Resale as the Exchange Method in respect of an Exchange under this clause 7:

- (a) on an Optional Exchange Date; and
  - (b) in the case of a Tax Event or Regulatory Event,
- and provided in all cases where the Issuer elects Redemption that APRA is satisfied that either:
- (i) Capital Notes the subject of the Exchange are replaced concurrently or beforehand with Tier 1 Capital of the same or better quality and the replacement of the Capital Notes is done under conditions that are sustainable for the income capacity of the Issuer; or
  - (ii) APRA is satisfied that, having regard to the capital position of the Suncorp Group, the Issuer does not have to replace the Capital Notes the subject of the Redemption.

#### 7.5 **Restrictions on election by the Issuer of Conversion as Exchange Method**

The Issuer may not elect Conversion as the Exchange Method in respect of an Exchange under this clause 7 if:

- (a) on the second Business Day before the date on which an Exchange Notice is to be sent by the Issuer (or, if trading in Ordinary Shares did not occur on that date, the last Business Day prior to that date on which trading in Ordinary Shares occurred) (the **Non-Conversion Test Date**) the VWAP on that date is less than or equal to the First Test Date Percentage of the Issue Date VWAP (the **First Optional Conversion Restriction**); or
- (b) a Delisting Event applies in respect of the Non-Conversion Test Date (the **Second Optional Conversion Restriction** and together with the First Optional Conversion Restriction, the **Optional Conversion Restrictions**).

#### 7.6 **Conditions to Conversion occurring once elected by the Issuer**

If the Issuer has given an Exchange Notice in which it has elected Conversion as the Exchange Method but, if the Exchange Date were a Relevant Date for the purposes of clause 5, either the Second Mandatory Conversion Condition or the Third Mandatory Conversion Condition would not be satisfied in respect of that date, then, notwithstanding any other provision of these Terms:

- (a) the Exchange Date will be deferred until the first Distribution Payment Date on which the Mandatory Conversion Conditions would be satisfied if that Distribution Payment Date were a Relevant Date for the purposes of clause 5 (the **Deferred Conversion Date**);
- (b) the Issuer must Convert the Capital Notes on the Deferred Conversion Date (unless the Capital Notes are Exchanged earlier in accordance with these Terms); and
- (c) until the Deferred Conversion Date, all rights attaching to the Capital Notes will continue as if the Exchange Notice had not been given.

The Issuer will notify the Holders on or as soon as practicable after an Exchange Date in respect of which this clause 7.6 applies that Conversion did not occur on that Exchange Date (a **Deferred Conversion Notice**).

## 8. Conversion on Acquisition Event

### 8.1 Notice of Acquisition Event

The Issuer must notify the Holders of the occurrence of an Acquisition Event as soon as practicable after becoming aware of that event (an **Acquisition Event Notice**).

### 8.2 Conversion on occurrence of Acquisition Event

If an Acquisition Event occurs, the Issuer must Convert all (but not some only) Capital Notes on the Acquisition Conversion Date by notice to the Holders (an **Acquisition Conversion Notice**) in accordance with this clause 8 and clause 9.

### 8.3 Contents of Acquisition Conversion Notice

An Acquisition Conversion Notice must specify:

- (a) the details of the Acquisition Event to which the Acquisition Conversion Notice relates;
- (b) the date on which Conversion is to occur (the **Acquisition Conversion Date**), which must be:
  - (i) the Business Day prior to the date reasonably determined by the Issuer to be the last date on which holders of Ordinary Shares can participate in the bid or scheme concerned or such other earlier date as the Issuer may reasonably determine having regard to the timing for implementation of the bid or scheme concerned; or
  - (ii) such later date as APRA may require; and
- (c) whether any Distribution will be paid in respect of the Capital Notes on the Acquisition Conversion Date.

### 8.4 Where Acquisition Conversion Notice not required

Notwithstanding any provision of clause 8.2 or clause 8.3, the Issuer is not required to give an Acquisition Conversion Notice if either or both of the Optional Conversion Restrictions would apply if the Acquisition Conversion Notice were an Exchange Notice under clause 7 and in this case the provisions of clause 8.5 will apply.

### 8.5 Deferred Conversion on Acquisition Event

If clause 8.4 applies or the Issuer has given an Acquisition Conversion Notice but, if the Acquisition Conversion Date were a Relevant Date for the purposes of clause 5.2, either the Second Mandatory Conversion Condition or the Third Mandatory Conversion Condition would not be satisfied in respect of that date, then notwithstanding any other provision of these Terms (but without limitation to the operation of clause 6.4):

- (a) the Acquisition Conversion Notice, if given, is taken to be revoked and Conversion will not occur on the Acquisition Conversion Date specified in the Acquisition Conversion Notice;
- (b) the Issuer will notify the Holders as soon as practicable that Conversion will not (or, as the case may be, did not) occur (a **Deferred Acquisition Conversion Notice**); and
- (c) the Issuer must, unless clause 8.4 then applies, give an Acquisition Conversion Notice (or, as the case may be, a new Acquisition Conversion Notice) on or before the 25th Business Day prior to the immediately succeeding Distribution Payment Date which is at least 25 Business Days after the date on which the Deferred Acquisition Conversion Notice was given.

The Acquisition Conversion Notice given in accordance with paragraph (c) above must otherwise comply with the requirements in clause 8.3.

If this clause 8.5 applies but:

- (i) clause 8.4 applies in respect of the Distribution Payment Date referred to in paragraph (c) such that no Acquisition Conversion Notice (or, as the case may be, no new Acquisition Conversion Notice) is given under this clause 8.5; or
- (ii) an Acquisition Conversion Notice (or, as the case may be, a new Acquisition Conversion Notice) is given under this clause 8.5 and, if the Acquisition Conversion Date specified in the Acquisition Conversion Notice were a Relevant Date for the purposes of clause 5.2, either the Second Mandatory Conversion Condition or the Third Mandatory Conversion Condition would not be satisfied in respect of that date,

then this clause 8.5 will be reapplied in respect of each subsequent Distribution Payment Date until a Conversion occurs.

## 9. Conversion Mechanics

### 9.1 Conversion

If the Issuer elects to Convert Capital Notes or must Convert Capital Notes in accordance with these Terms, then, subject to this clause 9, the following shall occur:

- (a) The Issuer will allot and issue on the Mandatory Conversion Date, the Trigger Event Date, the Exchange Date or the Acquisition Conversion Date (as the case may be) the Conversion Number of Ordinary Shares to the Holders for each Capital Note held by the Holder which is required to be Converted.

The **Conversion Number** will be calculated by the Issuer in accordance with the following formula:

$$\text{Conversion Number} = \frac{\text{Face Value}}{99\% \times \text{VWAP}}$$

subject always to the Conversion Number being no greater than the Maximum Conversion Number. where:

**VWAP** (expressed in dollars and cents) means the VWAP during the VWAP Period; and

**Maximum Conversion Number** means a number calculated according to the following formula:

$$\text{Maximum Conversion Number} = \frac{\text{Face Value}}{\text{Relevant Fraction} \times \text{Issue Date VWAP}}$$

where **Relevant Fraction** means:

- (i) in the case of a Mandatory Conversion, 0.5;
  - (ii) in the case of any other Conversion, 0.2;
- (b) Each Holder's rights (including to payment of Redemption Price and Distributions other than the Distribution, if any, payable on a date (other than a Trigger Event Date) on which Conversion is required to occur) in relation to each Capital Note that is being Converted will be immediately and irrevocably terminated in full for an amount equal to the Issue Price of that Capital Note and the Issuer will apply that amount by way of payment for the subscription for the Ordinary Shares to be allotted and issued under clause 9.1(a). Each Holder is taken to have irrevocably directed that any amount payable under this clause 9.1 is to be applied as provided for in this clause 9.1 and Holders do not have any right to payment in any other way.
  - (c) If the total number of Ordinary Shares to be allotted and issued to a Holder in respect of that Holder's aggregate holding of Capital Notes upon Conversion includes a fraction of an Ordinary Share, that fraction of an Ordinary Share will be disregarded.
  - (d) The rights attaching to Ordinary Shares issued as a result of Conversion do not take effect until 5.00pm (Sydney, Australia time) on the Mandatory Conversion Date, the Exchange Date or the

Acquisition Conversion Date (as the case may be) or, in the case of a Conversion on the Trigger Event Date, the time at which such Conversion occurs on that date.

- (e) Subject to clause 9.12, where Capital Notes are Converted, the Issuer will allot and issue the Ordinary Shares to the Holder on the basis of the information provided under clause 9.11.

## 9.2 Adjustments to VWAP

For the purposes of calculating the VWAP in these Terms:

- (a) where, on some or all of the Business Days in the relevant VWAP Period, Ordinary Shares have been quoted on ASX as cum dividend or cum any other distribution or entitlement and Capital Notes will Convert into Ordinary Shares after the date those Ordinary Shares no longer carry that dividend or any other distribution or entitlement, then the VWAP on the Business Days on which those Ordinary Shares have been quoted cum dividend or cum any other distribution or entitlement shall be reduced by an amount (the **Cum Value**) equal to:
  - (i) (in the case of a dividend or other distribution), the amount of that dividend or other distribution including, if the dividend or other distribution is franked, the amount referable to the franking credit that would be included in the assessable income of a recipient of the dividend or other distribution who is both a resident of Australia and a natural person under the Tax Act;
  - (ii) (in the case of any entitlement that is not a dividend or other distribution for which an adjustment is made under clause 9.2(a)(i) which is traded on ASX on any of those Business Days), the volume weighted average sale price of all such entitlements sold on ASX during the VWAP Period on the Business Days on which those entitlements were traded; or
  - (iii) (in the case of any other entitlement which is not traded on ASX during the VWAP Period), the value of the entitlement as reasonably determined by the Issuer; and
- (b) where, on some or all of the Business Days in the VWAP Period, Ordinary Shares have been quoted on ASX as ex dividend or ex any other distribution or entitlement, and Capital Notes will Convert into Ordinary Shares which would be entitled to receive the relevant dividend or other distribution or entitlement would be payable, the VWAP on the Business Days on which those Ordinary Shares have been quoted ex dividend or ex any other distribution or entitlement shall be increased by the Cum Value.

## 9.3 Adjustments to VWAP for divisions and similar transactions

Where during the relevant VWAP Period there is a change in the number of Ordinary Shares on issue as a result of a Reorganisation, in calculating the VWAP for that VWAP Period, the daily VWAP applicable on each day in the relevant VWAP Period which falls before the date on which trading in Ordinary Shares is conducted on a post Reorganisation basis shall be adjusted by multiplying it by the following formula:

$\frac{A}{B}$  where:

**A** means the aggregate number of Ordinary Shares immediately before the Reorganisation; and

**B** means the aggregate number of Ordinary Shares immediately after the Reorganisation.

## 9.4 Adjustments to Issue Date VWAP

For the purposes of determining the Issue Date VWAP, adjustments to the VWAP will be made in accordance with clauses 9.2 and 9.3 during the VWAP Period for the Issue Date VWAP. On and from the Issue Date, adjustments to the Issue Date VWAP:

- (a) may be made by the Issuer in accordance with clauses 9.5, 9.6 and 9.7; and

- (b) if so made, will correspondingly:
  - (i) affect the application of the Mandatory Conversion Conditions and the Optional Conversion Restrictions; and
  - (ii) cause an adjustment to the Maximum Conversion Number.

**9.5 Adjustments to Issue Date VWAP for bonus issues**

- (a) Subject to clauses 9.5(b) and 9.5(c), if at any time after the Issue Date, the Issuer makes a pro-rata bonus issue of Ordinary Shares to holders of Ordinary Shares generally, the Issue Date VWAP will be adjusted in accordance with the following formula:

**$V = V_o \times RD / (RD + RN)$  where:**

**V** means the Issue Date VWAP applying immediately after the application of this formula;

**V<sub>o</sub>** means the Issue Date VWAP applying immediately prior to the application of this formula;

**RD** means the number of Ordinary Shares on issue immediately prior to the allotment of new Ordinary Shares pursuant to the bonus issue; and

**RN** means the number of Ordinary Shares issued pursuant to the bonus issue.

- (b) Clause 9.5(a) does not apply to Ordinary Shares issued as part of a bonus share plan, employee or executive share plan, executive option plan, share top up plan, share purchase plan or a dividend reinvestment plan.
- (c) For the purposes of this clause 9.5, an issue will be regarded as a pro-rata issue notwithstanding that the Issuer does not make offers to some or all holders of Ordinary Shares with registered addresses outside Australia, provided that in so doing the Issuer is not in contravention of the ASX Listing Rules.
- (d) No adjustments to the Issue Date VWAP will be made under this clause 9.5 for any offer of Ordinary Shares not covered by clause 9.5(a), including a rights issue or other essentially pro rata issue.
- (e) The fact that no adjustment is made for an issue of Ordinary Shares except as covered by clause 9.5(a) shall not in any way restrict the Issuer from issuing Ordinary Shares at any time on such terms as it sees fit nor be taken to constitute a modification or variation of rights or privileges of Holders or otherwise requiring any consent or concurrence of the Holders.

**9.6 Adjustments to Issue Date VWAP for divisions and similar transactions**

- (a) If at any time after the Issue Date there is a change in the number of Ordinary Shares on issue as a result of a Reorganisation, the Issuer shall adjust the Issue Date VWAP by multiplying the Issue Date VWAP applicable on the Business Day immediately before the date of any such Reorganisation by the following formula:

**$\frac{A}{B}$**  where:

**A** means the aggregate number of Ordinary Shares immediately before the Reorganisation; and

**B** means the aggregate number of Ordinary Shares immediately after the Reorganisation.

- (b) Each Holder acknowledges that the Issuer may consolidate, divide or reclassify securities so that there is a lesser or greater number of Ordinary Shares at any time in its absolute discretion without any such action constituting a modification or variation of rights or privileges of Holders or otherwise requiring any consent or concurrence or any Holder.

9.7 **No adjustment to Issue Date VWAP in certain circumstances**

Despite the provisions of clauses 9.5 and 9.6, no adjustment shall be made to the Issue Date VWAP where any such adjustment (rounded if applicable) would be less than one per cent of the Issue Date VWAP then in effect.

9.8 **Certain provisions relating to adjustments**

- (a) The Issuer will notify Holders (an **Adjustment Notice**) of any adjustment to the Issue Date VWAP under this clause 9 within 10 Business Days of the Issuer determining the adjustment.
- (b) Any adjustment to the VWAP or Issue Date VWAP in accordance with this clause 9 will be effective and binding on Holders under these Terms and these Terms will be construed accordingly.

9.9 **Status of Ordinary Shares**

Each Ordinary Share issued upon Conversion will rank equally with all other fully paid Ordinary Shares.

9.10 **Foreign Holders**

Where Capital Notes held by a Foreign Holder are to be Converted, unless the Issuer is satisfied that the laws of the Foreign Holder's country of residence permit the issue of Ordinary Shares to the Foreign Holder (but as to which the Issuer is not bound to enquire), either unconditionally or after compliance with conditions which the Issuer in its absolute discretion regards as acceptable and not unduly onerous, the Ordinary Shares which the Foreign Holder is obliged to accept will, subject to clause 6.5, be issued to a nominee appointed by the Issuer (which must not be a Related Entity of the Issuer) who will sell those Ordinary Shares and pay a cash amount equal to the Proceeds to the Foreign Holder accordingly.

9.11 **Information for Conversion**

Where a Capital Note is required to be Converted under these Terms, a Holder wishing to receive Ordinary Shares must in a Holder Details Notice to be given no later than the Trigger Event Date have provided to the Issuer:

- (a) its name and address (or the name and address of any person in whose name it directs the Ordinary Shares to be issued) for entry into any register of title and receipt of any certificate or holding statement in respect of any Ordinary Shares;
- (b) the security account details in CHESS or such other account to which the Ordinary Shares may be credited; and
- (c) such other information as is reasonably requested by the Issuer for the purposes of enabling it to issue the Conversion Number of Ordinary Shares to such Holder.

The Issuer has no duty to seek or obtain such information.

9.12 **Conversion where the Holder does not wish to receive Ordinary Shares**

If the Issuer has elected or is required to Convert the Capital Notes and the Holder has notified the Issuer that it does not wish to receive Ordinary Shares as a result of Conversion, which notice may be given by the Holder at any time on or after the Issue Date and no less than 15 Business Days prior to the date scheduled for Conversion, then, on the date for Conversion, the number of Ordinary Shares which that Holder is obliged to accept will be issued to a nominee appointed by the Issuer (which must not be a Related Entity of the Issuer) who will sell that number of Ordinary Shares and pay a cash amount equal to the Proceeds to the relevant Holder.

9.13 **FATCA withholding**

Where a FATCA Withholding is required to be made in respect of Ordinary Shares issued on Conversion of Capital Notes, or where the Issuer has reasonable grounds to suspect that a FATCA Withholding would be required to be made in respect of Ordinary Shares issued on Conversion of Capital Notes, the Ordinary Shares which the Holder is obliged to accept will be issued to the Holder of the Capital Note only to the extent (if at all) that the issue is net of FATCA Withholding and the Issuer will issue the balance of the Ordinary Shares (if any) to a nominee appointed by the Issuer (which must not be a Related Entity of the

Issuer) who will sell those Ordinary Shares and pay a cash amount equal to the Proceeds, net of any FATCA Withholding, to the Holder.

**9.14 No duty on sale**

For the purposes of clauses 9.10 and 9.11:

- (a) the issue of Ordinary Shares to a nominee satisfies the obligation of the Issuer to issue Ordinary Shares in connection with the Conversion and on and from the issue of those Ordinary Shares, the rights of a Holder the subject of, as applicable, clause 9.10 or 9.11 in respect of those Ordinary Shares are limited to its rights in respect of the Proceeds as provided in, as applicable, clause 9.10 or 9.11; and
- (b) Neither the Issuer nor the nominee appointed by the Issuer owes any obligations or duties to the Holders in relation to the price for which, or other Terms on which, Ordinary Shares are sold and neither the Issuer nor the nominee appointed by the Issuer has any liability for any loss suffered by a Holder as a result of the sale of Ordinary Shares.

**9.15 Listing Ordinary Shares issued on Conversion**

The Issuer shall use all reasonable endeavours to list the Ordinary Shares issued upon Conversion of Capital Notes on ASX. Holders of the Capital Notes are deemed to agree not to trade Ordinary Shares issued on Conversion (except as permitted by the Corporations Act, other applicable laws and the ASX Listing Rules) until the Issuer has taken such steps as are required by the Corporations Act, other applicable laws and the ASX Listing Rules for the shares to be freely tradeable without such further disclosure or other action and agrees to allow the Issuer to impose a holding lock or refuse to register a transfer in respect of Ordinary Shares until such time. If applicable, the Issuer will promptly notify Holders when this restriction on trading ceases to apply.

**9.16 Power of attorney**

- (a) Each Holder appoints each of the Issuer, its officers and any External Administrator of the Issuer (each an **Attorney**) severally to be the attorney of the Holder with power in the name and on behalf of the Holder to sign all documents and transfers and do any other thing as may in the Attorney's opinion be necessary or desirable to be done in order for the Holder to observe or perform the Holder's obligations under these Terms including, but not limited to, effecting any transfers of the Capital Notes, Conversion, Write-Off, Redemption or Resale, making any entry in the Register or the register of any Ordinary Shares or exercising any voting power in relation to any consent or approval required for Conversion, Write-Off, Redemption or Resale.
- (b) The power of attorney given in this clause 9.16 is given for valuable consideration and to secure the performance by the Holder of the Holder's obligations under these Terms and is irrevocable.

**9.17 No right of Holders to request Conversion**

No Capital Notes can, or will be, Converted at the option of a Holder.

**9.18 Conversion after winding-up commences**

If a Non-Viability Trigger Event occurs, then Conversion shall occur (subject to clause 6.5) in accordance with clauses 5 and 7 notwithstanding that an order is made by a court, or an effective resolution is passed, for the winding-up of the Issuer.

**9.19 Consent to receive Ordinary Shares and other acknowledgements**

Subject to clause 6.5, each Holder irrevocably:

- (a) upon receipt of the Conversion Number of Ordinary Shares following Conversion of Capital Notes in accordance with clause 5 and this clause 9, consents to becoming a member of the Issuer and agrees to be bound by the constitution of the Issuer, in each case in respect of Ordinary Shares issued on Conversion;

- (b) acknowledges and agrees that, unless it has given notice in accordance with clause 9.12 that it does not wish to receive Ordinary Shares as a result of Conversion, it is obliged to accept Ordinary Shares on Conversion notwithstanding anything that might otherwise affect a Conversion of Capital Notes including:
- (i) any change in the financial position of the Issuer or the Suncorp Group since the Issue Date;
  - (ii) it being impossible or impracticable to list the Ordinary Shares on the ASX;
  - (iii) it being impossible or impracticable to sell or otherwise dispose of the Ordinary Shares;
  - (iv) any disruption to the market or potential market for Ordinary Shares or capital markets generally;
  - (v) any breach by the Issuer of any obligation in connection with the Capital Notes;
  - (vi) any failure or delay in conversion or write-off of other Relevant Securities;
  - (vii) the occurrence of a Regulatory Event or a Tax Event; or
  - (viii) any dispute as to the occurrence of a Non-Viability Trigger Event;
- (c) acknowledges and agrees that:
- (i) where clause 6.2 applies:
    - (A) there are no other conditions to a Non-Viability Conversion occurring as and when provided in clauses 6.1 to 6.4 (inclusive);
    - (B) Conversion must occur immediately on the Trigger Event Date and Conversion or Write-Off may result in disruption or failures in trading or dealings in the Capital Notes or other loss to Holders;
    - (C) it will not have any rights to vote or object in respect of any Conversion or Write-Off or any adjustment contemplated by clause 6;
  - (ii) the only conditions to a Mandatory Conversion are the Mandatory Conversion Conditions;
  - (iii) the only conditions to a Conversion on account of an Exchange under clause 7 or a Conversion under clause 8 are the conditions expressly applicable to such Conversion as provided in clauses 7 and 8 of these Terms and no other conditions or events will affect Conversion; and
  - (iv) clauses 6.4 and 6.5 are fundamental terms and where clause 6.5 applies, no other conditions or events will affect the operation of that clause and it will not have any rights to vote in respect of any Write-Off;
  - (v) it has no claim against the Issuer for any loss it may suffer arising in connection with any Conversion or Write-Off;
  - (vi) it has no rights to compensation from, or any other remedies against, the Issuer or any other member of the Suncorp Group on account of the failure of the Issuer to issue Ordinary Shares if the Issuer is for any reason prevented from doing so;
  - (vii) the determinations made by the Issuer under clause 5 are final and binding; and
  - (viii) notwithstanding clause 9.9, Ordinary Shares issued on Conversion may not be quoted at the time of Conversion or at all;
- (d) agrees to provide to the Issuer any information necessary to give effect to a Conversion;

- (e) acknowledges and agrees that it has no right to determine whether Capital Notes are Converted; and
- (f) acknowledges and agrees that it has no remedies on account of the failure of the Issuer to issue Ordinary Shares in accordance with this clause 9 other than, subject to clause 6.5, to seek specific performance of the Issuer's obligation to issue Ordinary Shares.

## 10. **Winding-up and Subordination**

### 10.1 **Winding-up**

In a winding-up of the Issuer in Australia, a claim by a Holder, or any other person on behalf of the Holder, for the Redemption Price, is subordinated to the claims of Senior Ranking Creditors in that:

- (a) all claims of Senior Ranking Creditors must be paid in full before the Holder's claim is paid;
- (b) until the Senior Ranking Creditors have been paid in full, the Holder must not claim in the winding-up in competition with the Senior Ranking Creditors so as to diminish any distribution, dividend or payment which, but for that claim, the Senior Ranking Creditors would have been entitled to receive; and
- (c) such claim shall be paid in proportion to, the claims of Holders of other instruments issued as Equal Ranking Instruments, so that each Holder receives, for the Capital Note, an amount equal to the amount it would have received if, in the winding-up of the Issuer, it had held an issued and fully paid Preference Share.

### 10.2 **Agreements and acknowledgements of Holders**

Each Holder irrevocably acknowledges and agrees that:

- (a) this clause 10 is a debt subordination for the purposes of section 563C of the Corporations Act;
- (b) it does not have, and waives to the maximum extent permitted by law, any entitlement to interest under section 563B of the Corporations Act to the extent that a holder of a Preference Share would not be entitled to such interest;
- (c) it must not exercise its voting rights (as a creditor in respect of the Capital Notes) in the winding-up or administration of the Issuer in any jurisdiction to defeat the subordination in this clause 10;
- (d) it must pay or deliver to the liquidator any amount or asset received on account of its claim in the winding-up of the Issuer in connection with a Capital Note in excess of its entitlement under clause 10.1 above;
- (e) the debt subordination effected by this clause 10 is not affected by any act or omission of the Issuer or a Senior Ranking Creditor which might otherwise affect it at law or in equity;
- (f) there is no limit on the amount of debt or other obligations which rank equally with or ahead of the Capital Notes that may be incurred or assumed by the Issuer;
- (g) it has no right to apply for the Issuer to be wound up, or placed in administration, or to cause an External Administrator to be appointed in respect of the Issuer merely on the grounds that the Issuer does not or is or may become unable to pay distribution when scheduled in respect of a Capital Note; and
- (h) these Terms contain no events of default (however described, determined or defined). Accordingly (but without limitation), failure to pay in full, for any reason, an amount of a distribution on the scheduled Distribution Payment Date will not constitute an event of default.

### 10.3 **No consent of Senior Ranking Creditors**

Nothing in clause 2 or this clause 10 shall be taken:

- (a) to require the consent of any Senior Ranking Creditor to any amendment of these Terms; or

- (b) to create a charge or security interest over any right of a Holder.

#### 10.4 **Further issues**

The Issuer may from time to time, without the consent of Holders, issue further Capital Notes having the same Terms as the Capital Notes of any Series in all respects (or in all respects except for the Issue Price, Issue Date and the first Distribution Payment Date and Distribution Commencement Date) so as to form a single Series with the Capital Notes of that Series, provided that the requirements of APRA that the Capital Notes be eligible to fund Additional Tier 1 Capital of a Regulated Entity within the Suncorp Group are met. References in these Terms to the Capital Notes include (unless the context requires otherwise) any other Capital Notes issued pursuant to this clause 10.4 and forming a single Series with the Capital Notes.

### 11. **Title and transfer of Capital Notes**

#### 11.1 **Title**

Title to Capital Notes passes when details of the transfer are entered in the Register.

#### 11.2 **Effect of entries in Register**

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

- (a) an unconditional and irrevocable undertaking by the Issuer to the Holder to pay Distribution and any other amount subject to, and in accordance with, these Terms;
- (b) an entitlement to the other benefits given to Holders under these Terms and the Deed Poll in respect of the Capital Note; and
- (c) a separate and individual acknowledgement to the relevant Holder of the indebtedness of the Issuer to the relevant Holder and the Holder to whom those obligations are owed is entitled to enforce them without having to join any other Holder or any predecessor in title of a Holder.

#### 11.3 **Register conclusive as to ownership**

Entries in the Register in relation to a Capital Note constitute conclusive evidence that the person so entered is the absolute owner of the Capital Note subject to correction for fraud or error.

#### 11.4 **Non-recognition of interests**

- (a) Except as required by law, the Issuer and the Registrar must treat the person whose name is entered in the Register as the holder of a Capital Note as the absolute owner of that Capital Note. This clause 11.4 applies whether or not payment has not be made as scheduled in respect of a Capital Note and despite any notice of ownership, trust or interest in the Capital Note.
- (b) No notice of any trust, Encumbrance or other interest in, or claim to any Capital Note will be entered in the Register.

#### 11.5 **Joint holders**

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

#### 11.6 **Austraclear**

- (a) If Capital Notes are lodged in the Austraclear System, the Registrar will enter Austraclear in the Register as the Holder of those Capital Notes. While those Capital Notes remain in the Austraclear System, all dealings (including transfers and payments) in relation to those Capital Notes within the Austraclear System will be governed by the regulations for the Austraclear System (but without affecting any Term which may cause APRA to object to the Suncorp Group using or having used the proceeds of the Capital Notes to fund Additional Tier 1 Capital of a Regulated Entity within the Suncorp Group).

- (b) Where Austraclear is recorded in the Register as the Holder, each person in whose Security Record (as defined in the Austraclear Regulations) a Capital Note is recorded is deemed to acknowledge in favour of the Registrar and Austraclear that:
  - (i) the Registrar's decision to act as the Registrar of the Capital Note does not constitute a recommendation or endorsement by the Registrar or Austraclear in relation to the Capital Note but only indicates that such Capital Note is considered by the Registrar to be compatible with the performance by it of its obligations as Registrar under its agreement with the Issuer to act as Registrar of the Capital Note; and
  - (ii) the Holder does not rely on any fact, matter or circumstance contrary to clause 11.6(b)(i).

#### 11.7 **Transfers in whole**

Capital Notes may be transferred in whole but not in part.

#### 11.8 **Transfer**

- (a) Where Capital Notes are not lodged in the Austraclear System, subject to clause 11.9, all applications to transfer Capital Notes must be made by lodging with the Registrar a properly completed transfer and acceptance form in the form approved by the Issuer and the Registrar signed by both the transferor and the transferee. Transfer and acceptance forms are available from any Registry Office.
- (b) Capital Notes lodged in the Austraclear System will be transferable only in accordance with the Austraclear Regulations.

#### 11.9 **Limit on Transfer**

- (a) The Capital Notes may only be transferred pursuant to offers received in Australia if:
  - (i) the aggregate consideration payable at the time of transfer is at least A\$500,000 (or its equivalent in an alternative currency, and in either case, disregarding moneys lent by the transferor or its associates) or the Capital Notes are otherwise transferred in a manner which does not require disclosure in accordance with Part 6D.2 or Part 7.9 of the Corporations Act; and
  - (ii) the transfer does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act.
- (b) Capital Notes may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place and the transfer of the Capital Notes otherwise does not require disclosure to investors in accordance with the laws of the jurisdiction in which the transfer takes place.

#### 11.10 **Austraclear Services Limited as Registrar**

If Austraclear Services Limited is the Registrar and Capital Notes are lodged in the Austraclear System, despite any other provision of these Terms, those Capital Notes are not transferable on the Register, and the Issuer may not, and must procure that the Registrar does not, register any transfer of those Capital Notes issued by it and no member of the Austraclear System has the right to request any registration of any transfer of the relevant Capital Notes, except:

- (a) for the purposes of any Conversion, Write-Off, Redemption or repurchase or cancellation of the relevant Capital Note, a transfer of the relevant Capital Note from Austraclear to the Issuer may be entered in the Register; and
- (b) if Austraclear exercises or purports to exercise any power it may have under the Austraclear Regulations from time to time for the Austraclear System or these Terms, to require the relevant Capital Note to be transferred on the Register to a member of the Austraclear System,

the relevant Capital Note may be transferred on the Register from Austraclear to the member of the Austraclear System.

In any of these cases, the relevant Capital Note will cease to be held in the Austraclear System.

**11.11 Delivery of instrument**

If an instrument is used to transfer Capital Notes according to clause 11.8, it must be delivered to the Registrar, together with such evidence (if any) as the Registrar reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Capital Notes.

**11.12 Refusal to register**

The Issuer may only refuse to register a transfer of any Capital Notes if such registration would contravene or is forbidden by any applicable law, Austraclear Regulations or the Terms.

If the Issuer refuses to register a transfer, the Issuer must give the lodging party notice of the refusal and the reasons for it within five Business Days after the date on which the transfer was delivered to the Registrar.

**11.13 Transferor to remain Holder until registration**

A transferor of a Capital Note remains the Holder in respect of that Capital Note until the transfer is registered and the name of the transferee is entered in the Register.

**11.14 Effect of transfer**

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under the Deed Poll in respect of the transferred Capital Notes and the transferee becomes so entitled in accordance with clause 11.2.

**11.15 Estates**

A person becoming entitled to a Capital Note as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Capital Note or, if so entitled, become registered as the holder of the Capital Note.

**11.16 Unincorporated associations**

A transfer to an unincorporated association is not permitted.

**11.17 Transfer of unidentified Capital Notes**

Where the transferor executes a transfer of less than all Capital Notes registered in its name, and the specific Capital Notes to be transferred are not identified, the Registrar may register the transfer in respect of such of the Capital Notes registered in the name of the transferor as the Registrar thinks fit, provided the aggregate of the Issue Price of all the Capital Notes registered as having been transferred equals the aggregate of the Issue Price of all the Capital Notes expressed to be transferred in the transfer.

**12. Payments**

**12.1 Summary of payment provisions**

Payments in respect of Capital Notes will be made in accordance with this clause 12.

**12.2 Payments subject to law**

All payments are subject to applicable law, but without prejudice to the provisions of clause 13.

### 12.3 **Payments on Business Days**

If a payment:

- (a) is due on a Capital Note on a day which is not a Business Day then the date scheduled for payment will be adjusted by the applicable Business Day Convention specified in the Pricing Supplement; or
- (b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the date scheduled for payment will be the first following day on which banks are open for general banking business in that place, and in either case, the Holder is not entitled to any additional payment in respect of any delay.

Nothing in this clause applies to any payment referred to in clause 9.1(b), which occurs on the Trigger Event Date as provided in clause 9.1.

### 12.4 **Payment of a Distribution**

Payments of a Distribution in respect of a Capital Note will be made to each person registered at the close of business on the Record Date as the holder of that Capital Note.

### 12.5 **Payments to accounts**

Monies payable by the Issuer to a Holder may be paid in any manner in which cash may be paid as the Issuer decides, including by any method of direct credit determined by the Issuer to the Holder or Holders shown on the Register or to such person or place directed by them.

### 12.6 **Payments by cheque**

The Issuer may decide that payments in respect of the Capital Note will be made by cheque sent by prepaid post on the payment date, at the risk of the registered Holder, to the Holder (or to the first named joint holder of the Capital Note) at its address appearing in the Register at the close of business on the Record Date. Cheques sent to the nominated address of a Holder will be taken to have been received by the Holder on the payment date and, no further amount will be payable by the Issuer in respect of the Capital Notes as a result of the Holder not receiving payment on the date scheduled for payment.

### 12.7 **Unsuccessful attempts to pay**

Subject to applicable law, where the Issuer:

- (a) decides that an amount is to be paid to a Holder by a method of direct credit and the Holder has not given a direction as to where amounts are to be paid by that method;
- (b) attempts to pay an amount to a Holder by direct credit, electronic transfer of funds or any other means and the transfer is unsuccessful;
- (c) has made reasonable efforts to locate a Holder but is unable to do so; or
- (d) has issued a cheque which has not been presented within six months of its date, then the Issuer may cancel such cheque,

then, in each case, the amount is to be held by the Issuer for the Holder in a non-interest bearing deposit with a bank selected by the Issuer until the Holder or any legal personal representative of the Holder claims the amount or the amount is paid by the Issuer according to the legislation relating to unclaimed moneys.

### 12.8 **Payment to joint Holders**

A payment to any one of joint Holders will discharge the Issuer's liability in respect of the payment.

## 12.9 **No set-off, netting or offsetting rights**

- (a) A Holder:
  - (i) may not exercise any right of set-off against the Issuer in respect of any claim by the Issuer against that Holder; and
  - (ii) will have no netting or offsetting rights or claims on the Issuer if the Issuer does not pay an amount when scheduled under these Terms.
- (b) The Issuer may not exercise any right of set-off or netting against a Holder in respect of any claim by that Holder against the Issuer.

## 13. **Taxation**

### 13.1 **Deductions**

- (a) The Issuer may deduct from any amount payable in respect of Capital Notes the amount of any withholding or other tax, duty or levy required by law or by any administrative practice or procedure of any authority to be deducted in respect of such amount. If any such deduction has been made and the amount of the deduction accounted for by the Issuer to the relevant revenue authority and the balance of the amount payable has been paid to the relevant Holder, then the full amount payable to such Holder shall be deemed to have been duly paid and satisfied by the Issuer.
- (b) The Issuer shall pay the full amount required to be deducted to the relevant revenue authority within the time allowed for such payment without incurring any penalty under the applicable law and shall, if required by any Holder, deliver to that Holder the relevant receipt issued by the revenue authority after it is received by the Issuer.

### 13.2 **FATCA**

Without limiting clause 13.1, the Issuer may withhold or make deductions from any payment in respect of the Capital Notes or from the issue of Ordinary Shares to a Holder where such withholding or deduction is made under or in connection with, or in order to ensure compliance with FATCA, or where it has reasonable grounds to suspect that the Holder or a beneficial owner of Capital Notes may be subject to FATCA, and may deal with such payment, and any Ordinary Shares in accordance with FATCA. If any withholding or deduction arises under or in connection with, or in order to ensure compliance with FATCA, the Issuer will not be required to pay any further amounts and the Issuer will not be required to issue any further Ordinary Shares on account of such withholding or deduction or otherwise reimburse or compensate, or make any payment to, a Holder or a beneficial owner of Capital Notes for or in respect of any such withholding or deduction. Such a dealing with such payment and any Ordinary Shares satisfies the Issuer's obligations to that Holder to the extent of the amount of that payment or issue of Ordinary Shares.

## 14. **Meetings of Holders**

### 14.1 **Meeting Provisions**

Meetings of Holders of Capital Notes of a Series may be held in accordance with the Meeting Provisions. A meeting may consider any matter affecting the interests of Holders, including any variation to these Terms proposed by the Issuer in accordance with clause 15.

### 14.2 **Convening a meeting**

- (a) The Meeting Provisions contain provisions governing notice, quorum requirements and other matters relevant to the conduct of a meeting.
- (b) The Issuer:
  - (i) may convene a meeting at any time; and

- (ii) must convene a meeting upon the request in writing of Holders who together hold 10% or more of the aggregate principal amount of all Capital Notes Outstanding (determined disregarding any Capital Notes held beneficially by the Issuer or any of its Subsidiaries).
- (c) The Meeting Provisions also contain provisions for the passing of resolutions by writing signed by defined majorities of Holders.

#### 14.3 Resolutions binding

Any resolution passed at any meeting of the Holders or by writing, in each case, in accordance with the Meeting Provisions, is binding on Holders of Capital Notes of the relevant Series, whether or not they are present at the meeting.

### 15. Amendment

#### 15.1 Amendments without consent

At any time and from time to time, but subject to compliance with the Corporations Act and all other applicable laws, the Issuer may, without the consent of the Holders, amend these Terms or the Deed Poll if the Issuer is of the opinion that such amendment:

- (a) is of a formal or technical or minor nature;
- (b) is made to cure any ambiguity or correct any manifest error;
- (c) is necessary or expedient for the purpose of enabling the Capital Notes to be:
  - (i) listed, or to retain quotation, on any securities exchange (including, without limitation, in connection with any change in the principal securities exchange on which Ordinary Shares are listed);
  - (ii) lodged in a clearing system or to remain lodged in a clearing system; or
  - (iii) offered for subscription or for sale under the laws for the time being in force in any place;
- (d) is necessary to comply with:
  - (i) the provisions of any statute or the requirements of any statutory authority; or
  - (ii) the ASX Listing Rules or the listing or quotation requirements of any securities exchange on which the Issuer may propose to seek a listing of Capital Notes;
- (e) is made in accordance with the Issuer's adjustment rights in clause 7;
- (f) amends any date or time period stated, required or permitted in connection with any Mandatory Conversion, Non-Viability Conversion or Exchange in a manner necessary or desirable to facilitate the Mandatory Conversion, Non-Viability Conversion or Exchange without such amendment resulting in material prejudice to the interests of Holders as a whole (including without limitation where in connection with a Redemption the proceeds of Redemption are to be reinvested in a new security to be issued by the Issuer or a Related Entity);
- (g) is made to:
  - (i) amend the Terms to align them with any Relevant Securities issued after the Issue Date and is necessary or desirable to enable the Issuer to continue to treat such Capital Notes as Eligible Additional Tier 1 Capital; or
  - (ii) alter the definition of "Relevant Securities", "Equal Ranking Instruments" or "Eligible Additional Tier 1 Capital" on account of the issue after the Issue Date of capital instruments of the Issuer or the Suncorp Group; or

(h) in any other case, is not materially prejudicial to the interests of the Holders as a whole.

For the purposes of determining whether an amendment is not materially prejudicial to the interests of Holders as a whole, the taxation and regulatory capital consequences to a Holder (or any class of Holders) and other special consequences or circumstances which are personal to a Holder (or any class of Holders) do not need to be taken into account by the Issuer.

## 15.2 **Amendment**

At any time and from time to time, the Issuer may, without the consent of the Holders, amend these Terms as contemplated by clause 15.

## 15.3 **Amendment with consent**

Where clause 15.1 or clause 15.2 does not apply, the Issuer may amend these Terms with the approval of the Holders of Capital Notes of the relevant Series by Special Resolution in accordance with the Deed Poll.

## 15.4 **Consents**

Prior to any amendment under this clause 15, the Issuer must obtain any consent needed to the amendment and, in particular, any amendment which may affect the eligibility of the Capital Notes as Eligible Additional Tier 1 Capital, is subject to the prior written consent of APRA.

## 15.5 **Notification of amendments**

The Issuer must notify the Holders of any amendments made in accordance with this clause 15.

## 15.6 **Interpretation**

In this clause 15, "amend" includes modify, cancel, amend, waive or add to, and "**amendment**" has a corresponding meaning.

## 16. **Takeovers and schemes of arrangement**

If:

- (a) a takeover bid is made for Ordinary Shares, acceptance of which is recommended by the Directors; or
- (b) the Directors recommend a scheme of arrangement in respect of the Ordinary Shares of the Issuer which will result in a person other than the Issuer having a relevant interest in more than 50% of the Ordinary Shares,

in each case which would result in an Acquisition Event then, if the Directors consider that:

- (c) the Issuer will not be permitted to elect to Exchange the Capital Notes in accordance with clause 7 or to Convert the Capital Notes in accordance with clause 8; or
- (d) the Second Mandatory Conversion Condition or the Third Mandatory Conversion Condition will not be satisfied in respect of the Acquisition Conversion Date in accordance with clause 8,

the Directors will use all reasonable endeavours to procure that equivalent takeover offers are made to Holders or that they are entitled to participate in the scheme of arrangement or a similar transaction.

## 17. **General**

### 17.1 **Notices**

#### (a) **Notices to Holders**

All notices and other communications by the Issuer to a Holder must be in writing and sent by prepaid post (airmail if appropriate) to or left at the address of the Holder (as shown in the Register at the close of business on the day which is three Business Days before the date of the notice or communication) or sent by email or electronic message to the electronic address (if any) nominated by that person and may also be given:

- (i) by an advertisement published in *The Australian Financial Review*, *The Australian* or any other newspaper of national circulation in Australia; or
- (ii) where Capital Notes are lodged in the Austraclear System, by delivery to the Austraclear System for communication by the Austraclear System to the persons shown in its records as having interests therein.

(b) **Delivery of certain notices**

In addition to clause 17.1(a), a Non-Conversion Notice, a Deferred Conversion Notice, a Deferred Acquisition Conversion Notice, an Exchange Notice, an Acquisition Event Notice, an Acquisition Conversion Notice, an Adjustment Notice, a Trigger Event Notice, a Change of Agent Notice, an Issuer Details Notice or a notice of change of Specified Office may each be given to Holders by the Issuer publishing the notice on the Issuer's website.

(c) **Notices**

All notices and other communications to the Issuer, the Registrar or any other person (other than Holders) must be in writing and may be sent by electronic messages to the electronic address (if any) of the addressee or by prepaid post (airmail if appropriate) to or may be left at the Specified Office of the Issuer, the Registrar or such other person.

(d) **Notices to the Issuer**

A notice or other communication given to the Issuer in connection with the Capital Notes must be:

- (i) in legible writing or typing and in English;
- (ii) addressed as shown below:

Attention: Company Secretary  
 Address: Level 23  
 80 Ann Street  
 Brisbane Queensland 4000

or

Email: investor.relations@suncorp.com.au

or to such other address or email address as the Issuer notifies to Holders as its address or email address (as the case may be) for notices or other communications in respect of these Terms from time to time (an **Issuer Details Notice**);

- (iii) (except as regards a communication sent by email) signed by the person making the communication or by a person duly authorised by that person; and
- (iv) delivered or posted by prepaid post or sent by email to the email address in each case in accordance with clause 17.1(d).

(e) **When effective**

Notices and other communications the subject of this clause 17.1 take effect from the time they are taken to be received unless a later time is specified in them.

(f) **Receipt – publication in newspaper or via Austraclear System**

If published in a newspaper, a notice or other communication is taken to be received on the first date that publication has been made in all the required newspapers or, where Capital Notes are lodged in the Austraclear System, on the day of delivery to the Austraclear System.

(g) **Deemed receipt – postal or email**

- (i) If sent by post, notices or other communications the subject of this clause 17.1 are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
- (ii) If sent by email, notices or other communications the subject of this clause 17.1 are taken to be received when:
  - (A) the sender receives an automated message confirming delivery; or
  - (B) four hours after the time sent (as recorded on the device from which the sender sent the email), provided that the sender does not receive an automated message within those four hours that the email has not been delivered.

(h) **Deemed receipt - general**

Despite clause 17.1(g), if notices or other communications the subject of this clause 17.1 are received after 5.00 pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day in the place of receipt.

(i) **Copies of notices**

If these Terms or the Deed Poll requires a notice or other communication to be copied to another person, a failure to so deliver the copy will not invalidate the notice or other communication.

**17.2 Time limit for claims**

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

**17.3 Voting**

- (a) The Deed Poll contains provisions for convening meetings of the Holders to consider any matter affecting their interests including certain amendments of these Terms which require the consent of the Holders.
- (b) A Holder has no right to attend or vote at any general meeting of the shareholders of the Issuer.

**17.4 Further issues and dealings with securities**

The Issuer may from time to time, without the consent of any Holder:

- (a) issue any securities ranking equally with the Capital Notes (on the same terms or otherwise) or ranking in priority or junior to the Capital Notes;
- (b) redeem, buy back, return capital on or convert any securities other than the Capital Notes at any time;
- (c) subject to APRA's prior written consent, purchase or procure the purchase of the Capital Notes from Holders at any time and at any price. Any Capital Note purchased by or on behalf of the Issuer shall be cancelled; or
- (d) incur or guarantee any indebtedness upon such terms as it may think fit in its sole discretion.

**17.5 Role of the Agents**

- (a) In acting under its Agency Agreement in connection with the Capital Notes, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Holders.
- (b) An Agent has no duties or responsibilities except those expressly set out in the relevant Agency Agreement, the Terms and the Deed Poll.

## 17.6 **Change of Agent**

- (a) The Issuer:
- (i) reserves the right at any time to terminate the appointment of any Agent in accordance with its Agency Agreement or otherwise and to appoint a successor or additional Agent; and
  - (ii) may vary or terminate any Agency Agreement or other document entered into in connection with any Capital Note without the consent of Holders, provided that, in each case, so long as any Capital Notes are Outstanding, the Issuer must maintain the appointment of a Registrar with its specified office in Australia.
- (b) Notice of termination of an Agent's appointment and notice of appointment of a successor or additional Agent (each a **Change of Agent Notice**) shall be given to the Holders in accordance with clause 17.1.

## 17.7 **No other rights**

The Capital Notes confer no rights on a Holder:

- (a) to vote at any meeting of shareholders of the Issuer;
  - (b) to subscribe for new securities or to participate in any bonus issues of securities of the Issuer; or
  - (c) to otherwise participate in the profits or property of the Issuer,
- except as expressly set out in these Terms or the Deed Poll.

## 17.8 **Governing law**

These Terms and the Capital Notes are governed by the laws in force in Queensland.

## 17.9 **Jurisdiction**

The Issuer and each Holder submits to the non-exclusive jurisdiction of the courts of Queensland for the purposes of any legal proceedings arising out of these Terms.

## 18. **Interpretation and definitions**

### 18.1 **Interpretation**

In these Terms, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document includes all schedules or annexes to it;
- (d) a reference to a clause or paragraph is to a clause or paragraph of these Terms;
- (e) a reference to a document or instrument includes the document or instrument as novated, amended, supplemented or replaced from time to time;
- (f) a reference to "Australia" includes any political sub-division or territory in the Commonwealth of Australia;
- (g) a reference to "Australian dollars", "dollars", "AUD", "A\$", "\$", "Australian cents" or "cents" is a reference to the lawful currency of Australia;
- (h) a reference to time is to Sydney, Australia time;

- (i) other than in relation to a Non-Viability Trigger Event and a Conversion on a Trigger Event Date, if these Terms require an event to occur on a Business Day, and the date specified by these Terms for the occurrence of that event is not a Business Day, then that event is taken to occur on a Business Day (in accordance with the applicable Business Day Convention);
- (j) a reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns and substitutes;
- (k) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (l) a reference to a statute, ordinance, code, rule, directive or law (however described) includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (m) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (n) headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Terms;
- (o) if the principal securities exchange on which Ordinary Shares are listed becomes other than ASX, unless the context otherwise requires, a reference to ASX shall be read as a reference to that principal securities exchange and a reference to the ASX Listing Rules, ASX Settlement Operating Rules or any term defined in any such rules, shall be read as a reference to the corresponding rules of that exchange or corresponding defined terms in such rules (as the case may be);
- (p) any provisions which refer to the requirements of APRA or any other prudential regulatory requirements will apply to the Issuer only if the Issuer is an entity subject to regulation and supervision by APRA at the relevant time;
- (q) any provisions which require APRA's consent or approval (written or otherwise) will apply unless APRA has notified the Issuer in writing that it no longer requires that such consent or approval be given at the relevant time;
- (r) a reference to "Additional Tier 1 Capital", "Eligible Additional Tier 1 Capital", "Tier 1 Capital", "Tier 2 Capital" or "Related Entity" shall, if either term is replaced or superseded in any of APRA's applicable prudential regulatory requirements or standards (including the NOHC Authorisation), be taken to be a reference to the replacement or equivalent term;
- (s) any provisions in these Terms requiring the prior approval of APRA for a particular course of action to be taken by the Issuer do not imply that APRA has given its consent or approval to the particular action as of the Issue Date or that it will at any time give its consent or approval to the particular action;
- (t) a reference to "takeover bid", "relevant interest" and "scheme of arrangement" when used in the Terms have the meaning given in the Corporations Act; and
- (u) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the thing is to happen, are not to be counted in calculating that period.

## 18.2 Definitions

In these Terms, these meanings apply unless the contrary intention appears:

**Acquisition Conversion Date** has the meaning given in clause 8.3;

**Acquisition Conversion Notice** has the meaning given in clause 8.2;

**Acquisition Event** means:

- (a) either:
  - (i) a takeover bid is made to acquire all or some Ordinary Shares and the offer is, or becomes, unconditional and:
    - (A) the bidder has a relevant interest in more than 50% of the Ordinary Shares on issue; or
    - (B) the Directors issue a statement that at least a majority of the Issuer's directors who are eligible to do so recommend acceptance of the offer (which may be stated to be in the absence of a higher offer); or
  - (ii) a court approves a scheme of arrangement which, when implemented, will result in a person other than the Issuer having a relevant interest in more than 50% of Ordinary Shares; and
- (b) all regulatory approvals necessary for the acquisition to occur have been obtained;

**Acquisition Event Notice** has the meaning given in clause 8.1;

**Additional Tier 1 Capital** means Additional Tier 1 capital as defined by APRA in accordance with the Prudential Standards from time to time;

**Adjustment Notice** has the meaning given in clause 9.8;

**Adjustment Spread** means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

- (a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using practices based on those used for the determination of the Bloomberg Adjustment Spread as at the Issue Date of the first Tranche of the applicable Series, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or
- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable) to be appropriate;

**Adjustment Spread Fixing Date** means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate;

**Administrator** means:

- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);
- (b) in respect of AONIA (or where AONIA is used to determine an Applicable Benchmark Rate), the Reserve Bank of Australia; and
- (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

and, in each case, any successor administrator or, as applicable, any successor administrator or provider;

**Administrator Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate;

**Agency Agreement** means an agreement entered into between the Issuer and an Agent under which the Issuer appoints the Agent to act as Agent, and includes the Registry Agreement;

**Agent** means the Registrar, the Calculation Agent or the Paying Agent;

**AONIA** means the Australian dollar interbank overnight cash rate (known as AONIA);

**AONIA Rate** means, for a Distribution Period and in respect of a Distribution Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Distribution Period and Distribution Determination Date plus the Adjustment Spread;

**Applicable Benchmark Rate** means the BBSW Rate and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with clause 3.5;

**APRA** means the Australian Prudential Regulation Authority (ABN 79 635 582 658) or any successor body responsible for prudential regulation of the Issuer or the Suncorp Group;

**ASX** means ASX Limited (ABN 98 008 624 691) or the securities market operated by it or any of its related bodies corporate, as the context requires, or any successor;

**ASX Listing Rules** means the listing rules of ASX as amended, varied or waived (whether in respect of the Issuer or generally) from time to time;

**ASX Operating Rules** means the market operating rules of ASX as amended, varied or waived (whether in respect of the Issuer or generally) from time to time;

**ASX Settlement Operating Rules** means the settlement operating rules of ASX from time to time with any applicable modifications or waivers granted by ASX;

**Attorney** has the meaning given in clause 9.16;

**Austraclear** means Austraclear Limited (ABN 94 002 060 773);

**Austraclear Participant** means a Participant as defined in the Austraclear Regulations;

**Austraclear Regulations** means the regulations known as the "Regulations and Operating Manual" established by Austraclear (as amended from time to time) to govern the use of the Austraclear System;

**Austraclear System** means the system operated by Austraclear for holding the Capital Notes and the electronic recording and settling of transactions in those Capital Notes between members of that system (or any system that replaces it relevant to the Capital Notes);

**BBSW Rate** has the meaning given in clause 3.4;

**Bloomberg Adjustment Spread** means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) ("BISL") on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where Fallback Rate (AONIA) Screen means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL;

**Business Day** means:

- (a) for the purposes of clause 9, a business day as defined in the ASX Listing Rules; and
- (b) for the purposes of determining any Acquisition Conversion Date, Deferred Conversion Date, Mandatory Conversion Date, Exchange Date or Optional Exchange Date, or any Distribution Payment Date or the calculation or payment of a Distribution or of any other sum, a day on which:

- (i) banks are open for business in Sydney, New South Wales and in each (if any) Relevant Financial Centre specified in the Pricing Supplement (not being a Saturday, Sunday or public holiday in that place); and
- (ii) the Austraclear System is operating;

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

- (a) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day;
- (b) **Modified Following Business Day Convention** or **Modified Business Day Convention** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (c) **Preceding Business Day Convention** means that the date is brought forward to the first preceding day that is a Business Day; and
- (d) **No Adjustment** means that the relevant date is not adjusted;

**Buy-Back** means a transaction involving the acquisition by the Issuer of Ordinary Shares pursuant to an offer made at the Issuer's discretion in any way permitted by the provisions of Part 2J of the Corporations Act;

**Calculation Agent** means the Registrar or such other person as the Issuer may appoint to act as calculation agent for the purposes of a provision of these Terms;

**Capital Note** has the meaning given in clause 1.2;

**Capital Reduction** means a reduction in capital initiated by the Issuer in its discretion in respect of Ordinary Shares in any way permitted by the provisions of Part 2J of the Corporations Act;

**Change of Agent Notice** has the meaning given in clause 17.6(b);

**CHESS** means the Clearing House Electronic Sub-register System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) (or any system that replaces it relevant to Ordinary Shares or the Conversion of the Capital Notes);

**Compounded Daily AONIA** means, with respect to a Distribution Period, the rate of return of a daily compound interest investment as calculated by the Calculation Agent on the Distribution Determination Date, as follows:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{AONIA_{i-5SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d} \text{ where:}$$

$AONIA_{i-5SBD}$  means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Sydney Business Day falling five Sydney Business Days prior to such Sydney Business Day "i";

$d$  is the number of calendar days in the relevant Distribution Period;

$d_0$  is the number of Sydney Business Days in the relevant Distribution Period;

$i$  is a series of whole numbers from 1 to  $d_0$ , each representing the relevant Sydney Business Day in chronological order from (and including) the first Sydney Business Day in the relevant Distribution Period to (and including) the last Sydney Business Day in such Distribution Period;

$n_i$  for any Sydney Business Day "i", means the number of calendar days from (and including) such Sydney Business Day "i" up to (but excluding) the following Sydney Business Day; and

**Sydney Business Day** or **SBD** means any day on which commercial banks are open for general business in Sydney;

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than a Distribution Period, Compounded Daily AONIA is to be determined as if that period were a Distribution Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period;

**Control** has the meaning given in the Corporations Act;

**Controlled Entity** means, in respect of the Issuer, an entity the Issuer Controls;

**Conversion** means the conversion of all or some Capital Notes into the Conversion Number of Ordinary Shares in accordance with and subject to clauses 5 and 7. “**Convert**”, “**Converting**” and “**Converted**” bear the corresponding meanings;

**Conversion Number** has the meaning given in clause 9.1(a);

**Conversion Test Date Percentage** has the meaning given in clause 5.3;

**Corporations Act** means the Corporations Act 2001 of Australia;

**Costs** includes costs, charges and expenses;

**Cum Value** has the meaning given in clause 9.2(a);

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

- (a) if **Actual/365** or **Actual/Actual** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
  - (i) the actual number of days in the portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in the portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if **Actual/365 (Fixed)** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (c) if **Actual/360** is so specified, means the actual number of days in the Calculation Period divided by 360; and
- (d) if **RBA Bond Basis** or **Australian Bond Basis** is so specified, means one divided by the number of Distribution Payment Dates in a year (or where the Calculation Period does not constitute a Distribution Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
  - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365));

**Deed Poll** means the deed entitled “Note Deed Poll” dated on or around 24 April 2026 executed by the Issuer;

**Defaulting Nominated Purchaser** has the meaning given in clause 4.6(f);

**Deferred Acquisition Conversion Notice** has the meaning given in clause 8.5;

**Deferred Conversion Date** has the meaning given in clause 7.6;

**Deferred Conversion Notice** has the meaning given in clause 7.6;

**Delisting Event** means, in respect of a date, that:

- (a) the Issuer has ceased to be listed or Ordinary Shares have ceased to be quoted on ASX on or before that date (and where the cessation occurred before that date, the Issuer or the Ordinary Shares continue not to be listed or quoted (as applicable) on that date);
- (b) trading of Ordinary Shares on ASX is suspended for a period of consecutive days which includes:
  - (i) at least five consecutive Business Days prior to that date; and
  - (ii) that date; or
- (c) an Inability Event subsists;

**Directors** means some or all of the directors of the Issuer acting as a board;

**Distribution** has the meaning given in clause 3.1;

**Distribution Commencement Date** means the Issue Date or such other date as may be specified as such in the Pricing Supplement;

**Distribution Determination Date** means, in respect of a Distribution Period:

- (a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph (b)(iv)(C) of clause 3.5, the first day of that Distribution Period; and
- (b) otherwise, the fifth Business Day prior to the last day of that Distribution Period;

**Distribution Payment Date** has the meaning given in clause 3.11 whether or not a Distribution is, or is able to be, paid on that date;

**Distribution Period** means in respect of:

- (a) the first Distribution Period, the period from (and including) the Issue Date until (but not including) the first Distribution Payment Date after the Issue Date; and
- (b) each subsequent Distribution Period, the period from (and including) the preceding Distribution Payment Date until (but not including) the next Distribution Payment Date;

**Distribution Rate** means, in respect of a Distribution Period, for a Capital Note, the distribution rate (expressed as a percentage per annum) payable in respect of that Capital Note calculated or determined in accordance with clause 3.2 and clause 3.3, 3.4 or 3.6 (as applicable);

**Eligible Additional Tier 1 Capital** means

- (a) "Eligible Additional Tier 1 Capital" as defined in the NOHC Authorisation; or
- (b) an instrument that is:
  - (i) eligible to fund Additional Tier 1 Capital of a Regulated Entity within the Suncorp Group; or
  - (ii) if the Issuer becomes the head of a Level 2 insurance group (as defined in APRA's prudential standards), Additional Tier 1 Capital of that group;

**Encumbrance** means any mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement, any other security agreement or security arrangement (including any security interest under the *Personal*

*Property Securities Act 2009* (Cth)) and any other arrangement of any kind having the same effect as any of the foregoing other than liens arising by operation of law;

**Equal Ranking Instruments** means, in respect of the repayment or return of capital in a winding-up:

- (a) each preference share that the Issuer may issue that ranks or is expressed to rank equally with the Capital Notes in respect of the return of capital in a winding-up of the Issuer; and
- (b) any securities or other instruments that rank or are expressed to rank in respect of repayment or return of capital in a winding-up equally with those preference shares and the Capital Notes;

**Exchange** means:

- (a) Conversion in accordance with and subject to clause 9;
- (b) Redemption in accordance with and subject to clause 4.2;
- (c) Resale in accordance with and subject to clause 4.6; or

a combination of two or more of Conversion, Redemption or Resale in accordance with clause 7.3(b),

and **Exchanged** has a corresponding meaning;

**Exchange Date** has the meaning given in clause 7.2(b);

**Exchange Method** has the meaning given in clause 7.3(b);

**Exchange Notice** has the meaning given in clause 7.1;

**External Administrator** means, in respect of a person:

- (a) a liquidator, a provisional liquidator, an administrator or a statutory manager of that person; or
- (b) a receiver, or a receiver and manager, in respect of all or substantially all of the assets and undertakings of that person,

or in either case any similar official;

**Face Value** means the principal amount of each Capital Note, being A\$10,000 or such other amount specified in the applicable Pricing Supplement;

**Fallback Rate** means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with clause 3.5;

**FATCA** means:

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

**FATCA Withholding** means any deduction or withholding arising under or in connection with, or in order to ensure compliance with FATCA;

**Final Fallback Rate** means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Applicable Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, distribution determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Applicable Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that
- (b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a), the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate;

**First Mandatory Conversion Condition** has the meaning given in clause 5.3;

**First Optional Conversion Restriction** has the meaning given in clause 7.5;

**First Test Date** means, with respect to a Relevant Date, the 25th Business Day immediately preceding (but not including) that Relevant Date, provided that if no trading in Ordinary Shares took place on that date, the First Test Date shall be the first Business Day before the 25th Business Day immediately preceding (but not including) the Relevant Date on which trading in Ordinary Shares took place;

**First Test Date Percentage** has the meaning given in clause 5.3;

**Fixed Rate Capital Note** means a Capital Note on which distribution is calculated at a fixed rate and payable in arrears on a fixed date or fixed dates in each year or in respect of any other period or on any date specified in the relevant Pricing Supplement;

**Fixed Rate Period** means the period commencing on the Issue Date and concluding on the date immediately prior to the Floating Rate Commencement Date;

**Fixed-to-Floating Rate Capital Note** means a Capital Note on which Distribution is calculated in accordance with clause 3.3 for the Fixed Rate Period and in accordance with clause 3.4 for the Floating Rate Period;

**Floating Rate Commencement Date** means the date (if any) specified as such in the relevant Pricing Supplement;

**Floating Rate Capital Note** means a Capital Note on which distribution is calculated at a floating rate payable 1, 2, 3, 6, or 12 monthly or in respect of any other period or on any date specified in the relevant Pricing Supplement;

**Floating Rate Period** means the period commencing on the Floating Rate Commencement Date and concluding on the date on which no Capital Notes of a Series remain Outstanding;

**Foreign Holder** means a Holder:

- (a) whose address in the Register is a place outside Australia; or

- (b) who the Issuer otherwise believes may not be a resident of Australia or may be a person to whom the issue of Ordinary Shares may be restricted by the laws of another jurisdiction (but the Issuer will not be bound to enquire into those laws);

**Franking Rate** (expressed as a decimal) means the franking percentage (within the meaning of Part 3-6 of the Tax Act or any provisions that revise or replace that Part) applicable to the franking account of the Issuer at the relevant Distribution Payment Date;

**Holder** means, in respect of a Capital Note:

- (a) for the purposes of determining the person entitled to be treated as the holder of Ordinary Shares or to be allotted and issued Ordinary Shares under these Terms and purposes incidental thereto (including, without limitation, for the purposes of clauses 6.2(e), 9.1, 9.10, 9.12 and 9.19), or where Ordinary Shares are to be issued to a Nominee, the Proceeds of sale of Ordinary Shares and the amount of their entitlements, for so long as a Capital Note is held in the Austraclear System and Ordinary Shares are not able to be lodged in the Austraclear System, a person who is the relevant Austraclear Participant; and
- (b) for all other purposes, the person whose name is entered on the Register as the holder of that Capital Note;

**Holder Details Notice** means a notice in the form available from the Registrar;

**Inability Event** means the Issuer is prevented by applicable law, or order of any court, or action of any government authority or External Administrator (including regarding the insolvency, winding-up or other external administration of the Issuer) or any other reason from Converting the Capital Notes;

**Information Memorandum** means the Information Memorandum relating to the offering and issuance of the Capital Notes dated on or around 24 April 2026 as amended or replaced from time to time and as supplemented by the relevant Pricing Supplement;

**Insurance Act** means the Insurance Act 1973 of Australia;

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

**Issue Date VWAP** means, for a Series of Capital Notes, the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place on ASX immediately preceding (but not including) the first date on which the Capital Notes of the Series were issued, as adjusted in accordance with clause 7;

**Issue Price** has the meaning specified in the Pricing Supplement;

**Issuer** means Suncorp Group Limited (ABN 66 145 290 124);

**Issuer Details Notice** has the meaning given in clause 17.1(d);

**Life Insurance Act** means the Life Insurance Act 1995 of Australia;

**Mandatory Conversion** means the mandatory conversion of Capital Notes to Ordinary Shares on the Mandatory Conversion Date in accordance with clause 5;

**Mandatory Conversion Conditions** has the meaning given in clause 5.3;

**Mandatory Conversion Date** has the meaning given in clause 5.2;

**Margin** has the meaning given in clause 3.4;

**Maximum Conversion Number** has the meaning given in clause 9.1(a);

**Meeting Provisions** means the provisions for meetings of the Holders set out in Schedule 1 (Meeting Provisions) to the Deed Poll;

**NOHC Authorisation** means the Issuer's authorisation to be a non-operating holding company of a general insurer dated 30 November 2010 and varied on 4 October 2022 (as further amended, supplemented, varied or replaced from time to time) or any successor requirement as designated by APRA;

**Nominated Purchaser** means, subject to clause 4.6(c), one or more third parties selected by the Issuer in its absolute discretion;

**Nominee** means each nominee (who cannot be a Related Entity of the Issuer) appointed by the Issuer under a facility established for the sale or transfer of Ordinary Shares issued on Conversion, in accordance with clause 9.12;

**Non-Conversion Notice** has the meaning given in clause 5.4;

**Non-Conversion Test Date** has the meaning given in clause 7.5;

**Non-Viability Conversion** means the Conversion of Capital Notes to Ordinary Shares on the Trigger Event Date in accordance with clause 6.2;

**Non-Viability Determination** has the meaning given in clause 6.1;

**Non-Viability Trigger Event** has the meaning given in clause 6.1;

**Non-Representative** means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts;

**Optional Conversion Restrictions** has the meaning given in clause 7.5;

**Optional Exchange Date** means, in relation to the Capital Notes, each date so specified in the relevant Pricing Supplement;

**Ordinary Resolution** has the meaning given in the Meeting Provisions;

**Ordinary Share** means a fully paid ordinary share in the capital of the Issuer;

**Ordinary Share Dividend** means any interim, final or special dividend payable in accordance with the Corporations Act and the constitution of the Issuer in relation to the Ordinary Shares;

**Outstanding** means, in relation to the Capital Notes of any Series, all of the Capital Notes of that Series other than any Capital Notes of that Series which have been Redeemed, Exchanged, Converted or Written-Off;

a **Payment Condition** will exist with respect to the payment of a Distribution on the Capital Notes on a Distribution Payment Date if:

- (a) unless APRA otherwise approves in writing, paying the Distribution on the Distribution Payment Date would result in the Issuer not complying with APRA's then current prudential capital requirements as they are applied to the Suncorp Group at the time;

- (b) paying the Distribution on the Distribution Payment Date would result in the Issuer becoming, or being likely to become, insolvent for the purposes of the Corporations Act; or
- (c) APRA objects to the Distribution payment on the Capital Notes on the Distribution Payment Date;

**Paying Agent** means Austraclear Services Limited (ABN 28 003 284 419) or such other person as the Issuer may appoint to act as paying agent in connection with the Capital Notes;

**Permanent Discontinuation Trigger** means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Capital Notes, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Holder;
- (d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Capital Notes of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Terms to calculate any payments due to be made to any Capital Note Holder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis;

**Permanent Fallback Effective Date** means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;

- (b) in the case of paragraphs (c) and (d) of the definition of “Permanent Discontinuation Trigger”, the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);
- (c) in the case of paragraph (e) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rates continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of “Permanent Discontinuation Trigger”, the date that event occurs;

**Potential Acquisition Event** means:

- (a) an event within paragraph (a) of the definition of Acquisition Event occurs (without the need that all regulatory approvals necessary for the acquisition to occur have been obtained); or
- (b) a court orders the holding of meetings to approve a scheme of arrangement under Part 5.1 of the Corporations Act and the scheme would result in a person having a relevant interest in more than 50% of the Ordinary Shares that will be on issue after the scheme is implemented;

**Preference Share** means a notional preference share in the capital of the Issuer conferring a claim in the winding-up of the Issuer equal to the Redemption Price and ranking in respect of return of capital in the winding-up ahead only of Ordinary Shares and equally with Equal Ranking Instruments;

**Pricing Supplement** means, in respect of a Tranche of Capital Notes, the applicable pricing supplement or supplement prepared and issued in relation to that Tranche of Capital Notes which has been confirmed in writing by the Issuer;

**Proceeds** means the net proceeds of a sale of Ordinary Shares attributable to the Holder actually received by the Nominee calculated after deduction of any applicable brokerage, stamp duty and other taxes and charges, including the Nominee’s reasonable out of pocket Costs properly incurred by it or on its behalf in connection with such sale from the sale price of the Ordinary Shares;

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

**Prudential Standards** means the prudential standards and guidelines of APRA applicable to a Regulated Entity within the Suncorp Group from time to time;

**Publication Time** means:

- (a) in respect of the BBSW Rate, 12.00 noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology;

**RBA Recommended Fallback Rate** means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be the RBA Recommended Rate for that Interest Period and Interest Determination Date;

**RBA Recommended Rate** means, in respect of any relevant day (including any day “i”), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or

another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day;

**Record Date** means, for payment of a Distribution, the date which is eight calendar days before the applicable Distribution Payment Date or any other date so specified in the Pricing Supplement;

**Redeem** means, in relation to a Capital Note, redeem the Capital Note in accordance with clause 4.2 and **Redeemed** and **Redemption** have corresponding meanings;

**Redemption Price** has the meaning given in clause 4.2;

**Register** means a register, including any branch register, of Holders established and maintained by or on behalf of the Issuer in which is entered the names and addresses of Holders, the amount of Capital Notes held by each Holder and the Tranche, Series and date of issue and transfer of those Capital Notes, and any other particulars which the Issuer sees fit;

**Registrar** means Austraclear Services Limited (ABN 28 003 284 419) or any other person appointed by the Issuer to maintain the Register and perform any other duties as specified in the Registry Agreement;

**Registry Agreement** means the agreement entitled “The ASX Austraclear Registry and IPA Services Agreement” dated on or about 18 July 2024 between the Issuer and Austraclear Services Limited (ABN 28 003 284 419);

**Registry Office** means the office of the Registrar as specified in the Information Memorandum or such other office which is notified by the Issuer to Holders from time to time;

**Regulated Entity** means a general insurer under the Insurance Act, any authorised non-operating holding company of an entity, or other prudentially regulated entity;

**Regulatory Event** means:

- (a) the receipt by the Directors of an opinion from a reputable legal counsel that, as a result of any amendment to, clarification of or change (including any announcement of a change that has been or will be introduced) in any law or regulation (including prudential standards) or any official administrative pronouncement or action or judicial decision interpreting or applying such laws or regulations or any statement of APRA which amendment, clarification or change is effective, or pronouncement, action or decision is announced, on or after the Issue Date (and which, on the Issue Date, is not expected by the Issuer to come into effect) (each, a **Regulatory Change**), additional requirements (which are more than *de minimis*) would be imposed on the Issuer or there would be a more than *de minimis* negative impact on the Issuer in relation to or in connection with Capital Notes of the relevant Series which the Directors determine, acting reasonably, to be materially adverse to the Issuer;
- (b) the determination by the Directors that, as a result of a Regulatory Change, the Issuer is not or will not be entitled to treat some or all Capital Notes of the relevant Series as Eligible Additional Tier 1 Capital, except where the reason the Issuer is not or will not be entitled to treat some or all Capital Notes of the relevant Series as Eligible Additional Tier 1 Capital is because of a prudential limit or other restriction which is in effect on the Issue Date or which on the Issue Date is expected by the Issuer may come into effect;

**Related Entity** has the meaning given by APRA from time to time;

**Relevant Date** has the meaning given in clause 5.2;

**Relevant Distribution Payment Date** has the meaning given in clause 3.13;

**Relevant Financial Centre** has the meaning specified in the Pricing Supplement;

**Relevant Fraction** has the meaning given in clause 9.1;

**Relevant Security** means a subordinated instrument (other than an Ordinary Share) issued by the Issuer or another member of the Suncorp Group with no fixed maturity date which:

- (a) in accordance with its terms or by operation of law, is capable of being converted into Ordinary Shares or written-off upon the occurrence of a Non-Viability Trigger Event where APRA makes a determination as referred to in clause 6.1; and
- (b) constitutes Eligible Additional Tier 1 Capital of the Issuer or the Suncorp Group as at the date of its issue,

and includes, for so long as they are on issue, the Capital Notes;

**Reorganisation** means, in relation to the Issuer, a division, consolidation or reclassification of the Issuer's share capital not involving any cash payment or other distribution (or consideration) to or by holders of Ordinary Shares;

**Resale** means, in relation to a Capital Note, the transfer of rights in accordance with clause 4.6 with respect to that Capital Note, and **Resold** and **Resell** have corresponding meanings;

**Resale Price** means, in relation to a Capital Note, a cash equal to its Issue Price;

**Scheduled Mandatory Conversion Date** means, in relation to the Capital Notes, the date so specified in the relevant Pricing Supplement;

**Second Mandatory Conversion Condition** has the meaning given in clause 5.3;

**Second Optional Conversion Restriction** has the meaning given in clause 7.5;

**Second Test Period** has the meaning given in clause 5.3;

**Senior Ranking Creditors** means all creditors of the Issuer (present and future), including all investors in the Issuer's senior or subordinated debt whose claims are:

- (a) entitled to be admitted in a winding-up of the Issuer; and
- (b) not in respect of Ordinary Shares or Equal Ranking Instruments;

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

**Special Resolution** has the meaning given in the Meeting Provisions;

**Specified Office** means, for a person, that person's office specified in the Information Memorandum or any other address notified to Holders from time to time;

**Subsequent Mandatory Conversion Date** has the meaning given in clause 5.2;

**Subsidiary** has the meaning given in the Corporations Act;

**Suncorp Group** means the Issuer and each of its Subsidiaries;

**Suncorp Shares** means Ordinary Shares or any other shares in the capital of the Issuer;

**Supervisor** means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate;

**Supervisor Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate;

T has the meaning given in clause 3.4;

**Tax Act** means:

- (a) the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) as the case may be and a reference to any section of the *Income Tax Assessment Act 1936* (Cth) includes a reference to that section as rewritten in the *Income Tax Assessment Act 1997* (Cth); and
- (b) any other Act setting the rate of income tax payable and any regulation promulgated under it;

**Tax Event** means the receipt by the Directors of an opinion from a reputable legal counsel or other tax adviser in Australia, experienced in such matters to the effect that, as a result of:

- (a) any amendment to, clarification of, or change (including any announcement of a change that has been or will be introduced), in the laws or treaties or any regulations of Australia or any political subdivision or taxing authority of Australia affecting taxation;
- (b) any judicial decision, official administrative pronouncement, published or private ruling or advice (including a failure or refusal to provide a ruling or advice), regulatory procedure, notice or announcement (including any notice or announcement of intent to adopt such procedures or regulations) affecting taxation (**Administrative Action**);
- (c) any amendment to, clarification of, or change in an Administrative Action that provides for a position that differs from the current generally accepted position; or
- (d) a challenge asserted or threatened in writing in connection with the Capital Notes relating to taxation,

in each case, by any legislative body, court, governmental authority or regulatory body, irrespective of the manner in which such amendment, clarification, change, challenge or Administrative Action is made known, which amendment, clarification, change, challenge or Administrative Action is effective, or which pronouncement or decision is announced, on or after the Issue Date and which is not expected by the Issuer on the Issue Date, there is more than an insubstantial risk which the Directors determine, acting reasonably, to be unacceptable that:

- (e) the Issuer would not be entitled to treat any Distribution as a frankable distribution within the meaning of Division 202 of the Tax Act (or would only be able to do so subject to requirements which the Directors determine, acting reasonably, to be unacceptable); or
- (f) the Issuer would be exposed to more than a de minimis increase in its costs (including without limitation through the imposition of any taxes, duties, assessments or other charges) in relation to Capital Notes of the relevant Series;

**Temporary Disruption Trigger** means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate;

**Terms** means these terms and conditions as supplemented and amended for any particular Capital Notes by the terms of the relevant Pricing Supplement;

**Third Mandatory Conversion Condition** has the meaning given in clause 5.3;

**Tier 1 Capital** means Tier 1 capital as defined by APRA in accordance with the Prudential Standards from time to time;

**Tier 2 Capital** means Tier 2 capital as defined by APRA in accordance with the Prudential Standards from time to time;

**Tranche** means an issue of Capital Notes specified as such in the relevant Pricing Supplement which are issued on the same terms except that the Issue Price, Issue Date and first Distribution Payment Date and Distribution Commencement Date may be different;

**Trigger Event Date** means the date on which APRA notifies the Issuer of a Non-Viability Trigger Event as contemplated in clause 6.1;

**Trigger Event Notice** has the meaning given in clause 6.2(d);

**VWAP** means, subject to any adjustments under clause 7, the average of the daily volume weighted average sale prices (such average being rounded to the nearest full cent) of Ordinary Shares sold on ASX during the relevant period or on the relevant days but does not include any "Crossing" transacted outside the "Open Session State" or any "Special Crossing" transacted at any time, each as defined in the ASX Operating Rules, or any overseas trades or trades pursuant to the exercise of options over Ordinary Shares;

**VWAP Period** means:

- (a) in the case of a Conversion resulting from a Potential Acquisition Event or an Acquisition Event, the lesser of:
  - (i) 20 Business Days on which trading in Ordinary Shares takes place on ASX; and
  - (ii) the number of Business Days on which trading in Ordinary Shares takes place that the Ordinary Shares are quoted for trading on ASX after the occurrence of the Potential Acquisition Event or Acquisition Event (as the case may be), in each case immediately preceding (but not including) the Business Day before the Exchange Date or Acquisition Conversion Date in respect of that event (as the case may be);
- (b) in the case of a Conversion resulting from a Non-Viability Trigger Event, the period of five Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Trigger Event Date;
- (c) in the case of any other Conversion, the period of 20 Business Days on which trading in Ordinary Shares took place on ASX immediately preceding (but not including) the date on which Conversion is to occur in accordance with these Terms; or
- (d) otherwise, the period for which VWAP is to be calculated in accordance with these Terms; and

**Written-Off** has the meaning given in clause 6.5 and **Write-Off** has a corresponding meaning.

## TERMS OF THE SUBORDINATED NOTES

All capitalised terms that are not defined in these Terms have the meanings given in the relevant Pricing Supplement.

The following are the Terms of the Subordinated Notes (**Terms**) which, as supplemented, amended, modified or replaced in relation to any Subordinated Notes by an applicable Pricing Supplement, will be applicable to each Series of Subordinated Notes. Each Tranche of Subordinated Notes will be the subject of a Pricing Supplement. References in these Terms to a Pricing Supplement are references to the Pricing Supplement applicable to that Tranche.

Each Holder, and any person claiming through or under a Holder, is deemed to have notice of and is bound by these Terms, the Deed Poll (as defined in these Terms), the Information Memorandum, the applicable Agency Agreement and the applicable Pricing Supplement. Copies of each of these documents (to the extent they relate to a Tranche of Subordinated Notes) are available for inspection by the holder of any Subordinated Note of such Tranche at the offices of the Issuer and the Registrar at each of their respective addresses set out in the section entitled "Directory" in the Information Memorandum, or from such other person specified in the applicable Pricing Supplement.

### 1. Form of Subordinated Notes

#### 1.1 Programme

Subordinated Notes may be issued under the Programme.

#### 1.2 Constitution under Deed Poll

The Subordinated Notes (the **Subordinated Notes**) are direct, unsecured, subordinated debt obligations of the Issuer constituted by, and owing under, the Deed Poll.

#### 1.3 Form

The Subordinated Notes are issued in registered form by entry in the Register.

#### 1.4 Issuance in Series

- (a) The Issuer may from time to time issue one or more Series of Subordinated Notes under these Terms.
- (b) Each Series may comprise one or more Tranches, provided that the requirements of APRA for Subordinated Notes to be Relevant Term Subordinated Instruments are met in respect of each Tranche.
- (c) Each Tranche is the subject of a Pricing Supplement which supplements, amends or replaces these Terms. In the event of any inconsistency between these Terms and the relevant Pricing Supplement, the relevant Pricing Supplement prevails.
- (d) These Terms apply separately to the Subordinated Notes of each Series and references in these Terms to the "Subordinated Notes" is a reference to the Subordinated Notes of the relevant Series.
- (e) Copies of the Pricing Supplement are available for inspection or upon request by a Holder or prospective Holder during normal business hours at the Specified Office of the Issuer or the Registrar or are otherwise available on reasonable request from the Issuer or the Registrar, and may be sent by email to Holders.

#### 1.5 Types of Subordinated Notes

A Subordinated Note may be:

- (a) a Fixed Rate Subordinated Note;
- (b) a Floating Rate Subordinated Note; or

- (c) a Fixed-to-Floating Rate Subordinated Note,

in each case, as specified in the relevant Pricing Supplement.

#### 1.6 **Face Value and restriction on issue**

- (a) Unless otherwise specified in the Pricing Supplement, the Subordinated Notes have a Face Value of A\$10,000 and are issued fully paid.
- (b) No person shall subscribe for the Subordinated Notes in Australia unless:
  - (i) the aggregate consideration payable to the Issuer by the subscriber is at least A\$500,000 (or its equivalent in an alternative currency, and in either case, disregarding moneys lent by the Issuer or its associates) or the Subordinated Notes are otherwise issued in a manner which does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act; and
  - (ii) the offer or invitation from which the issue results does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act.

#### 1.7 **Currency**

The Subordinated Notes are denominated in Australian dollars.

#### 1.8 **No certificates**

No certificates will be issued to Holders unless the Issuer determines that certificates should be available or are required by any applicable law.

### 2. **Status and subordination**

#### 2.1 **Status and ranking**

The Subordinated Notes of each Series constitute direct and unsecured subordinated obligations of the Issuer, ranking for payment of Interest and for repayment of principal in a winding-up of the Issuer:

- (a) ahead of the claims of all Junior Ranking Creditors;
- (b) equally without any preference among themselves;
- (c) equally with the claims of all Equal Ranking Creditors; and
- (d) behind the claims of Senior Ranking Creditors.

#### 2.2 **Solvency test**

When the Issuer is not in a winding-up:

- (a) no amount is due and payable by the Issuer in respect of the Subordinated Notes unless, at the time of, and immediately after, the payment, the Issuer is, and would be, Solvent (**Solvency Condition**). A certificate signed by the Issuer, two authorised signatories of the Issuer, its auditor or, if the Issuer is being wound up, its liquidator, as to whether the Issuer is Solvent at any time is (in the absence of wilful default, bad faith or manifest error) conclusive evidence of the information contained in the certificate and will be binding on the Holders. In the absence of such a certificate, Holders are entitled to assume (unless the contrary is proved) that the Issuer is Solvent at the time of, and will be Solvent immediately after, any payment in respect of the Subordinated Notes; and
- (b) if all or any part of an amount that otherwise would be due and payable under these Terms is not due and payable because at the time of, and immediately after, the payment the Issuer would not be Solvent then, subject to clause 3.9, Holders have no claim or entitlement in respect of such non-payment and such non-payment does not constitute an Event of Default.

### 2.3 **Subordination in winding-up**

The claims of Holders against the Issuer in respect of Subordinated Notes will, in a winding-up of the Issuer, be subordinated in right of payment to the claims of all Senior Ranking Creditors as provided in clause 9.

### 2.4 **Not deposits, not insurance policies and not guaranteed**

The Subordinated Notes are not:

- (a) policies with any member of the Suncorp Group or any Related Entity of the Issuer for the purposes of the Insurance Act nor protected policies for the purposes of the financial claims scheme established under Part VC of the Insurance Act; nor
- (b) guaranteed or insured by the Australian government or under any compensation scheme of the Australian government, or by any other government, under any other compensation scheme or by any government agency or any other party.

### 2.5 **Effect of Non-Viability Trigger Event**

If a Non-Viability Trigger Event occurs, despite any other provision in these Terms, Subordinated Notes will be Converted into Ordinary Shares as provided in clause 6, or if clause 6.5 applies, Written-Off.

## 3. **Interest**

### 3.1 **Interest**

- (a) Subordinated Notes may bear interest (**Interest**) at a fixed rate or a floating rate or a fixed-to-floating rate. The Pricing Supplement will specify which of clause 3.3 or 3.4 or 3.6 will be applicable to the Subordinated Notes.
- (b) Each Subordinated Note bears Interest on its Outstanding Principal Amount from (and including) its Issue Date to (but excluding) its Maturity Date or any Early Redemption Date at the Interest Rate.
- (c) Interest is payable in arrear on each Interest Payment Date.

### 3.2 **Interest Rate determination**

The Interest Rate payable in respect of a Subordinated Note must be calculated by the Issuer in accordance with these Terms.

### 3.3 **Calculation of Interest Rate on Fixed Rate Subordinated Notes**

The Interest Rate applicable to a Fixed Rate Subordinated Note for each Interest Period is the rate specified in, or determined in accordance with the relevant Pricing Supplement, expressed as a percentage per annum.

### 3.4 **Calculation of Interest Rate on Floating Rate Subordinated Notes**

- (a) The Interest Rate applicable to a Floating Rate Subordinated Note for each Interest Period is calculated according to the following formula (expressed as a percentage per annum):

$$\text{Interest Rate} = \text{BBSW Rate} + \text{Margin}$$

**BBSW Rate** means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on the "Refinitiv Screen ASX29 Page" or "MID" rate on the "Bloomberg Screen BBSW Page" (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first day of that Interest Period; and

**Margin** has the meaning given in the applicable Pricing Supplement.

- (b) Each Holder shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate as

described in this clause 3.4 and in clause 3.5 below (in all cases without the need for any Holder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance), and any substitution for and adjustments made to, the BBSW Rate, and in each case made in accordance with this clause 3.4 and in clause 3.5, will, in the absence of manifest or proven error, be conclusive and binding on the Issuer, the Holder and each Agent and, notwithstanding anything to the contrary in these Terms or other documentation relating to the Subordinated Notes, shall become effective without the consent of any person.

- (c) If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Interest Rate, such rate, adjustment, quantum, formula, methodology or other variable will be determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an alternate financial institution (acting in good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.

### 3.5 **Applicable Benchmark Rate Fallback**

If:

- (a) a Temporary Disruption Trigger has occurred; or  
(b) a Permanent Discontinuation Trigger has occurred,

then, subject to this clause 3.5, the BBSW Rate for an Interest Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):

- (i) if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:
- (A) first, the Administrator Recommended Rate;
  - (B) then the Supervisor Recommended Rate; and
  - (C) lastly, the Final Fallback Rate;
- (ii) where a determination of the AONIA Rate is required for the purposes of paragraph (i) above, if a Temporary Disruption Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;
- (iii) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (i) or (ii) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will be the last rate provided or published by the Administrator of the RBA Recommended Rate (or if no such rate has been so provided or published, the last provided or published level of AONIA);
- (iv) if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
- (A) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;
  - (B) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and

- (C) lastly, if neither paragraph (A) nor paragraph (B) above apply, the Final Fallback Rate;
- (v) where a determination of the AONIA Rate is required for the purposes of paragraph 3.5(b)(iv)(A) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
  - (A) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and
  - (B) lastly, if paragraph (A) above does not apply, the Final Fallback Rate; and
- (vi) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (iv) or (v) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate.

When calculating an amount of interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, the amount of interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

The application of any Fallback Rate, other than the Fallback Rate described in paragraph (b) of the definition of "Final Fallback Rate", is subject to the prior written approval of APRA, such approval to be sought in accordance with the order of precedence specified in this clause.

***Holders should note that APRA's approval may not be given for any Fallback Rate it considers to have the effect of increasing the Interest Rate contrary to applicable prudential standards.***

### 3.6 Calculation of Interest Rate on Fixed-to-Floating Rate Subordinated Notes

The Interest Rate in respect of Interest on a Fixed-to-Floating Rate Subordinated Note is the rate (expressed as a percentage per annum) determined as:

- (a) for the Fixed Rate Period, in accordance with clause 3.3 as if the Subordinated Note were a Fixed Rate Subordinated Note;
- (b) for the Floating Rate Period, in accordance with clause 3.4 as if the Subordinated Note were a Floating Rate Subordinated Note.

### 3.7 Linear Interpolation

- (a) If the Pricing Supplement states that "Linear Interpolation" applies to an Interest Period, the Interest Rate for that Interest Period is determined through the use of straight line interpolation by reference to two BBSW Rates, AONIA Rates or other floating rates specified in the Pricing Supplement.
- (b) The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).
- (c) The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

### 3.8 Cumulative Interest

Provided that a Subordinated Note has not been Redeemed, Converted or Written-Off:

- (a) any amount of Interest which is not paid by virtue of clause 2.2(a), or payment of which is improperly withheld or refused when due and payable, accumulates and accrues Interest at the Interest Rate (as if it were the Outstanding Principal Amount) as provided in this clause 3; and
- (b) any amounts not paid by virtue of clause 2.2(a), and any amount accumulating under this clause 3.8, remains a debt owing and is due and payable:
  - (i) in the case of Interest, on the first Interest Payment Date; and
  - (ii) in the case of any other amount, on the first date,on which amounts may be paid in compliance with the Solvency Condition.

### 3.9 Optional deferral of interest

- (a) If this clause 3.9 is specified as "Applicable" in the applicable Pricing Supplement, the Issuer may, on any Optional Interest Payment Date, in its absolute discretion defer the payment of the interest on the Subordinated Notes which would otherwise be payable on such date.
- (b) The Issuer shall notify the Holders as soon as practicable (and in any event within ten Business Days after any Optional Interest Payment Date in respect of which payment is deferred) of any Optional Interest Payment Date on which the Issuer elects to defer the payment of interest pursuant to this clause 3.9, but failure to give such notice (an **Interest Deferral Notice**) shall not prejudice the right of the Issuer not to pay interest pursuant to this clause 3.9.
- (c) Notwithstanding any other provision in these Terms, the failure to make any payment which for the time being is not made on the Subordinated Notes by virtue of clause 3.9(a) does not constitute a default on the part of the Issuer for any purpose (including, but without limitation, clause 8) and does not give any Holder the right to accelerate repayment of the Subordinated Notes.

### 3.10 Optional and compulsory payments of Arrears of Interest

- (a) Any Arrears of Interest (together with any corresponding Additional Interest Amounts) may be paid in whole or in part at any time upon the expiry of not less than 14 days' notice to such effect given by the Issuer to the Holders in accordance with clause 16.1 (an **Arrears of Interest Payment Notice**).
- (b) All Arrears of Interest (together with all corresponding Additional Interest Amounts) will, subject to the Solvency Condition being satisfied, automatically become immediately due and payable in whole upon the earliest of the following dates:
  - (i) the date on which any dividend or interest payment is paid or made on any Junior Ranking Instruments or Relevant Term Subordinated Instruments (other than any such payment on a Relevant Term Subordinated Instrument where the terms of that instrument do not enable the Issuer to defer, pass on or eliminate the relevant payment on such Relevant Term Subordinated Instrument);
  - (ii) the date on which the Issuer voluntarily redeems, purchases or acquires, or commences and does not abandon any public offer to voluntarily redeem, purchase or acquire, any Relevant Term Subordinated Instruments or Junior Ranking Instruments;
  - (iii) the date on which a Winding-Up Default occurs; or
  - (iv) the date fixed for any Redemption or Resale of the Subordinated Notes or the date fixed for any purchase of the Subordinated Notes by or on behalf of the Issuer or any member of the Suncorp Group pursuant to these Terms.

### 3.11 **Additional Interest Amounts**

- (a) Interest will accrue on each amount of Arrears of Interest at the Interest Rate from time to time applicable to the Subordinated Notes, and such amount of interest (the **Additional Interest Amount**) will become due and payable pursuant to clause 3.10 and shall be calculated by the Issuer by applying the Interest Rate from time to time applicable to the relevant Subordinated Notes to the amount of Arrears of Interest and multiplying the resulting product by the relevant Day Count Fraction.
- (b) All Additional Interest Amounts accrue and are payable on the same basis as interest on a Subordinated Note, subject to deferral on the same basis as interest under clause 3.9(a).
- (c) All Additional Interest Amounts accrued up to any Interest Payment Date and not paid on such Interest Payment Date shall be added, for the purpose only of calculating the Additional Interest Amounts accruing thereafter, to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date.

## 4. **General provisions applicable to Interest**

### 4.1 **Calculation of Interest amount**

The Issuer must, as soon as practicable after calculating the Interest Rate in relation to each Interest Period for each Subordinated Note, calculate the amount of Interest payable for the Interest Period in respect of the Outstanding Principal Amount of each Subordinated Note.

Subject to clause 4.5, the amount of Interest payable on each Subordinated Note for an Interest Period is calculated according to the following formula:

**Interest payable = Interest Rate x Outstanding Principal Amount x Day Count Fraction**

### 4.2 **Notification of Interest Rate, Interest payable and other items**

- (a) In relation to each Interest Period, the Issuer must procure that the Calculation Agent notifies the Registrar (where the Calculation Agent is not the Registrar) and the Holders of the Interest Rate and the amount of Interest payable on each Subordinated Note.
- (b) The Issuer must give notice under this clause 4.2 (**Interest Notice**) as soon as practicable after it makes its calculations and, in any event, by no later than the fourth day of the relevant Interest Period.
- (c) The Issuer may amend its calculation of any amount (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of an Interest Period without prior notice, but must notify the Holders and the Registrar promptly after so doing.

### 4.3 **Determination final**

The determination by the Issuer of all amounts and rates to be calculated or determined by it under these Terms is, in the absence of manifest or proven error, final and binding on the Issuer, the Registrar and each Holder.

### 4.4 **Calculations**

For the purposes of any calculations required under these Terms:

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with 0.00005% being rounded up to 0.0001%);
- (b) all figures must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and
- (c) all amounts that are due and payable to a Holder in respect of the Holder's aggregate holding of Subordinated Notes of a Series must be rounded to the nearest one Australian cent (with 0.5 of a cent being rounded up to one cent).

#### 4.5 **Broken periods**

If an Interest amount is to be calculated in respect of Interest accruing on a Subordinated Note for a period other than an Interest Period, or in respect of the first Interest Period, such Interest shall be calculated by multiplying the Interest Rate applicable to the Subordinated Notes by the amount accruing Interest and multiplying the product by the Day Count Fraction in respect of that period.

#### 4.6 **Calculation of accrued Interest in other cases**

Where under these Terms the day for payment of any accrued Interest is not an Interest Payment Date, the amount of that Interest will be calculated in accordance with clause 4 for the period from the last Interest Payment Date until the date for that payment.

### 5. **Redemption, Resale and purchase**

#### 5.1 **Scheduled Redemption**

The Issuer shall Redeem each Subordinated Note on its Maturity Date by payment of its Outstanding Principal Amount (together with, pursuant to clause 4, any Interest, any Arrears of Interest and any Additional Interest Amounts accrued to (but excluding) the Maturity Date) unless:

- (a) the Subordinated Note has been previously Redeemed or Resold;
- (b) the Subordinated Note has been purchased by the Issuer and cancelled; or
- (c) it has been Converted or Written-Off.

#### 5.2 **Early Redemption or Resale: Tax Event or Regulatory Event**

If a Tax Event or Regulatory Event occurs in respect of a Series, the Issuer may, subject to clause 5.6, Redeem or Resell all (but not some) Subordinated Notes of that Series.

#### 5.3 **Early Redemption or Resale of a Subordinated Note at the option of the Issuer**

Subject to clause 5.6, the Issuer may Redeem or Resell all or some of the Subordinated Notes of a Series on any Scheduled Optional Redemption or Resale Date in respect of the Subordinated Notes of that Series.

#### 5.4 **Amount payable on Early Redemption Date**

Where a Subordinated Note is to be Redeemed early, the amount payable on the Early Redemption Date is its Outstanding Principal Amount (together with, pursuant to clause 4, any Interest, any Arrears of Interest and any Additional Interest Amounts accrued to (but excluding) the Early Redemption Date).

#### 5.5 **Partial Redemptions or Resales**

- (a) If only some of the Subordinated Notes of a Series are to be Redeemed or Resold under clause 5.3, the proportion of the Subordinated Notes of the Series that are to be Redeemed or Resold will be specified in the Early Redemption Notice given under clause 5.6(a) or the Resale Notice given under clause 5.6(a) as the case may be, and the Issuer will endeavour to treat Holders on an approximately proportionate basis.
- (b) Subject to clause 5.5(a), where Subordinated Notes of a Series are to be Redeemed or Resold under clause 5.2 or clause 5.3, the Issuer may specify which of Redemption and Resale applies to a particular Subordinated Note. Without limiting the foregoing:
  - (i) the Issuer may select any one or more of Redemption or Resale to apply to the Subordinated Notes of a Series held by a Holder; and
  - (ii) the Issuer may select a different combination of Redemption and Resale in respect of Subordinated Notes of a Series held by different Holders, but otherwise the Issuer will endeavour to treat Holders on an approximately proportionate basis.

## 5.6 **Conditions to early Redemption or Resale**

- (a) The Issuer must give at least 15 Business Days' notice to the Registrar and the relevant Holders of any early Redemption of Subordinated Notes of a Series (**Early Redemption Notice**) or Resale of Subordinated Notes of a Series (**Resale Notice**) in accordance with this clause 5.
- (b) An Early Redemption Notice or Resale Notice must be given in accordance with clause 16.1 and the Deed Poll and specify the Early Redemption Date or Resale Date, which must be a Business Day.
- (c) The Issuer may only Redeem Subordinated Notes of a Series under clause 5.2 or 5.3 if either:
  - (i) prior to or concurrently with the Redemption, the Issuer replaces the Subordinated Notes of the Series with Relevant Subordinated Instruments or Ordinary Shares and the replacement is done under conditions that are sustainable for the income capacity of the Issuer; or
  - (ii) the Issuer obtains confirmation from APRA that APRA is satisfied, having regard to the capital position of the Suncorp Group, that the Issuer does not have to replace the Subordinated Notes of the Series.
- (d) The Issuer may only Redeem or Resell Subordinated Notes under clause 5.2 or 5.3 if APRA has given its prior written approval of the Redemption or the Resale.

*Holders should note that any approval is at APRA's discretion and may not be given.*

## 5.7 **Effect of Early Redemption Notice or Resale Notice**

Any Early Redemption Notice or Resale Notice given under this clause 5 is irrevocable unless a Non-Viability Trigger Event occurs after the giving of the Early Redemption Notice or Resale Notice, in which case, the Early Redemption Notice or Resale Notice (as the case may be) will be taken to be revoked immediately and automatically and clause 6 shall apply.

## 5.8 **No Holder option for early Redemption or Resale**

A Holder cannot require the Issuer or any other person to Redeem or Resell (or otherwise purchase) a Subordinated Note prior to the Maturity Date.

## 5.9 **Late payment**

If an amount is not paid under this clause 5 when due, then Interest continues to accrue on the unpaid amount (both before and after any demand or judgment) in accordance with clause 3.

## 5.10 **Purchase**

Subject to APRA's prior written approval, the Issuer or any member of the Suncorp Group may purchase in the open market or otherwise Subordinated Notes of any Series at any time and at any price. Any Subordinated Note purchased by or on behalf of the Issuer shall be cancelled.

*Holders should note that any approval is at APRA's discretion and may not be given.*

## 5.11 **Resale mechanics**

- (a) If, subject to clause 5.6, the Issuer elects to Resell Subordinated Notes of a Series in accordance with these Terms, the provisions of this clause 5.11 shall apply to that Resale.
- (b) The Issuer must appoint one or more Nominated Purchasers for the Resale on such terms as may be agreed between the Issuer and the Nominated Purchasers (including, without limitation, as to the conditions of any Resale and the procedures for settlement of such Resale). If the Issuer appoints more than one Nominated Purchaser in respect of a Resale, all or any of the Subordinated Notes of the Series held by a Holder which are being Resold may be purchased by any one or any combination of the Nominated Purchasers, as determined by the Issuer, for

the Resale Price. The obligation of a Nominated Purchaser to pay the Resale Price on the Resale Date may be subject to such conditions as the Issuer may reasonably determine.

- (c) The Issuer may not appoint a person as a Nominated Purchaser unless that person:
  - (i) has undertaken on such terms and subject to such conditions as the Issuer reasonably determines for the benefit of each Holder to acquire each Subordinated Note the subject of the Resale Notice from the relevant Holder for the Resale Price on the Resale Date; and
  - (ii) is not a Related Entity of the Issuer.
- (d) Each Holder on the Resale Date is taken irrevocably to offer to sell each Subordinated Note held by it which is the subject of a Resale Notice to the Nominated Purchaser or Nominated Purchasers on the Resale Date for the Resale Price.
- (e) On the Resale Date, subject to (i) payment by the Nominated Purchaser of the Resale Price for such Subordinated Note to the relevant Holder and (ii) payment by the Issuer to the relevant Holder of any Interest, any Arrears of Interest and any Additional Interest Amounts accrued to (but excluding) the Resale Date, all right, title and interest in such Subordinated Note (excluding the right to any Interest payable on that date) will be transferred to the Nominated Purchaser free from encumbrance and the Issuer and the Nominated Purchaser may thereafter redeem or otherwise deal with the Subordinated Notes so transferred on the terms and at the times as agreed between them.
- (f) If a Nominated Purchaser does not pay the Resale Price in respect of a Subordinated Note the subject of a Resale Notice to the Holder of that Subordinated Note on the Resale Date (a **Defaulting Nominated Purchaser**) (whether as a result of a condition to purchase not being satisfied or otherwise):
  - (i) the Resale Notice as it relates to the Defaulting Nominated Purchaser and the relevant Subordinated Note will be void;
  - (ii) such Subordinated Note will not be transferred to the Defaulting Nominated Purchaser on the Resale Date; and
  - (iii) the relevant Holder will continue to hold the relevant Subordinated Note until such Subordinated Note is otherwise Redeemed, Converted or Resold in accordance with these Terms.

## 6. **Conversion or Write-Off on Non-Viability Trigger Event**

### 6.1 **Non-Viability Trigger Event**

A **Non-Viability Trigger Event** means APRA has provided a written determination to the Issuer that:

- (a) the conversion to Ordinary Shares or write-off of Relevant Subordinated Instruments in accordance with their terms or by operation of law is necessary because without the conversion to Ordinary Shares or write-off, APRA considers that the Issuer would become non-viable; or
- (b) without a public sector injection of capital into, or equivalent support with respect to, the Issuer, APRA considers that the Issuer would become non-viable,

(such determination a **Non-Viability Determination**).

### 6.2 **Conversion on Non-Viability Trigger Event**

If a Non-Viability Trigger Event occurs:

- (a) on the Trigger Event Date, subject only to clause 6.5, such number of Subordinated Notes will immediately Convert as is required by the Non-Viability Determination, provided that:

- (i) where such Non-Viability Determination is made on the grounds that, without a public sector injection of capital or equivalent support, the Issuer would become non-viable, all Subordinated Notes must be Converted; and
  - (ii) where clause 6.2(a)(i) does not apply and such Non-Viability Determination does not require all Relevant Subordinated Instruments to be converted or written-off, such number of Subordinated Notes shall Convert as is sufficient (determined by the Issuer in accordance with clause 6.2(b)) to satisfy APRA that the Issuer is viable without further conversion or write-off;
- (b) in determining the number of Subordinated Notes which must be Converted:
- (i) first, the Issuer will convert or write-off all Relevant Tier 1 Capital Instruments before Converting the Subordinated Notes;
  - (ii) second, if conversion or write-off of Relevant Tier 1 Capital Instruments is less than the amount sufficient to satisfy APRA that the Issuer would not become non-viable (and provided that APRA has not withdrawn the Non-Viability Determination as a result of the conversion or write-off of the Relevant Tier 1 Capital Instruments), the Issuer will Convert some or all of the Subordinated Notes and the Issuer will convert or write-off other Relevant Term Subordinated Instruments in an aggregate amount which when added to the amount of Relevant Tier 1 Capital Instruments converted or written-off will satisfy APRA that the Issuer would not become non-viable; and
  - (iii) in Converting the relevant Subordinated Notes or converting or writing-off other Relevant Term Subordinated Instruments the Issuer will endeavour to treat Holders and holders of other Relevant Term Subordinated Instruments on an approximately pro-rata basis or in a manner that is otherwise, in the opinion of the Issuer, fair and reasonable (subject to such adjustment as the Issuer may determine to take into account the effect on marketable parcels and the need to round to whole numbers the number of Ordinary Shares and any Subordinated Notes or other Relevant Term Subordinated Instruments remaining on issue) and, for the purposes of this clause 6.2(b), where the specified currency of the outstanding principal amount of any Relevant Term Subordinated Instruments is not Australian dollars, the Issuer may, for the purposes of determining the outstanding principal amount that is to be converted or written-off, convert the outstanding principal amount into Australian dollars at such rate of exchange determined in accordance with the terms of such Relevant Term Subordinated Instruments or, if those terms do not specify a basis for determining such rate of exchange, at such rate of exchange as the Issuer in good faith considers reasonable;
- (c) on the Trigger Event Date the Issuer must determine the Holders whose Subordinated Notes will be Converted at the time on that date that the Conversion is to take effect and in making that determination may make any decisions with respect to the identity of the Holders at that time and date as may be necessary or desirable to ensure Conversion occurs immediately in an orderly manner, including disregarding any transfers of Subordinated Notes that have not been settled or registered at that time;
- (d) the Issuer must give written notice of that event (a **Trigger Event Notice**) as soon as practicable to the Holders, which notice must specify:
- (i) the Trigger Event Date;
  - (ii) the number of Subordinated Notes Converted; and
  - (iii) the relevant number of other Relevant Subordinated Instruments converted or written-off; and
- (e) from the Trigger Event Date, but subject to clause 6.5 and clause 16.3(b), the Issuer shall treat the Holder in respect of the Subordinated Notes as the holder of the Conversion Number of Ordinary Shares and will take all such steps, including updating any of its registers, required to record the Conversion.

### 6.3 **Immediacy of Conversion**

A Non-Viability Determination takes effect, and the Issuer must perform the obligations in respect of the determination, immediately on the day it is received by the Issuer, whether or not such day is a Business Day.

None of the following shall prevent, impede or delay the Conversion of Subordinated Notes as required by clause 6.2:

- (a) any failure or delay in the conversion or write-off of any other Relevant Subordinated Instruments;
- (b) any failure or delay in giving a Trigger Event Notice;
- (c) any failure or delay in quotation of the Ordinary Shares to be issued on Conversion;
- (d) any decision as to the identity of Holders whose Subordinated Notes are to be Converted in accordance with clause 6.2; or
- (e) any requirement to select or adjust the amount of Subordinated Notes to be Converted in accordance with clause 6.2(b)(iii).

### 6.4 **Priority of Conversion Obligations**

A Conversion required on account of a Non-Viability Trigger Event takes place on the date, and in the manner, required by clause 6.2 (whether or not that day is a Business Day), notwithstanding anything in clause 5.

### 6.5 **Write-Off where Conversion does not occur**

- (a) Notwithstanding any other provisions of these Terms, if for any reason (including, without limitation, an Inability Event) Conversion of any Subordinated Notes which are required to be Converted under this clause 6 does not occur within 5 Business Days of the Trigger Event Date, then Conversion of those Subordinated Notes will not occur and those Subordinated Notes shall be Written-Off with effect on and from the Trigger Event Date.
- (b) In this clause 6.5, **Written-Off** means, in respect of a Subordinated Note and a Trigger Event Date:
  - (i) the Subordinated Note that is otherwise subject to Conversion will not be Converted on the Trigger Event Date and will not be Converted, Redeemed or Resold under these Terms on any subsequent date; and
  - (ii) the relevant Holder's rights (including to payment of Interest, any Arrears of Interest and any Additional Interest Amounts and payment of Outstanding Principal Amount and to be issued with the Conversion Number of Ordinary Shares) in relation to such Subordinated Notes are immediately and irrevocably written-off and terminated (whether or not that day is a Business Day), and **Write-Off** has a corresponding meaning.
- (c) The Issuer must give notice to Holders if Conversion has not occurred (**Write-Off Notice**) by operation of this clause 6.5 but failure to give that notice shall not affect the operation of this clause 6.5.

## 7. Conversion Mechanics

### 7.1 Conversion

On a Trigger Event Date, subject to clauses 6.5 and 7.11, the following shall occur:

- (a) The Issuer shall allot and issue the Conversion Number of Ordinary Shares to the Holders for each Subordinated Note held by the Holder which is required to be Converted.

The **Conversion Number** will be calculated by the Issuer in accordance with the following formula:

$$\text{Conversion Number} = \frac{\text{Face Value}}{99\% \times \text{VWAP}}$$

subject always to the Conversion Number being no greater than the Maximum Conversion Number. where:

**VWAP** (expressed in dollars and cents) means the VWAP during the VWAP Period; and

**Maximum Conversion Number** means a number calculated according to the following formula:

$$\text{Maximum Conversion Number} = \frac{\text{Face Value}}{0.2 \times \text{Issue Date VWAP}}$$

- (b) Each Holder's rights (including to Interest) in relation to each Subordinated Note that is being Converted as determined in accordance with clauses 6.1 and 6.2(b) will be immediately and irrevocably terminated in full for an amount equal to the Outstanding Principal Amount and the Issuer will apply the Outstanding Principal Amount of each Subordinated Note by way of payment for the subscription for the Ordinary Shares to be allotted and issued under clause 7.1(a). Each Holder is taken to have irrevocably directed that any amount payable under this clause 7.1 is to be applied as provided for in this clause 7.1 and Holders do not have any right to payment in any other way.
- (c) If the total number of Ordinary Shares to be allotted and issued in respect of a Holder's aggregate holding of Subordinated Notes that is being Converted includes a fraction of an Ordinary Share, that fraction of an Ordinary Share will be disregarded.
- (d) The rights attaching to Ordinary Shares issued as a result of Conversion do not take effect until the time at which such Conversion occurs on the Trigger Event Date.
- (e) Subject to clause 7.11, where Subordinated Notes are Converted, the Issuer will allot and issue the Ordinary Shares to the Holder on the basis of the information provided under clause 7.10.

### 7.2 Adjustments to VWAP

For the purposes of calculating VWAP under clause 7.1:

- (a) where, on some or all of the Business Days in the relevant VWAP Period, Ordinary Shares have been quoted on ASX as cum dividend or cum any other distribution or entitlement and Subordinated Notes will be Converted into Ordinary Shares after that date and those Ordinary Shares will no longer carry that dividend or that other distribution or entitlement, then the VWAP on the Business Days on which those Ordinary Shares have been quoted cum dividend or cum any other distribution or entitlement will be reduced by an amount (**Cum Value**) equal to:
- (i) (in the case of a dividend or other distribution), the amount of that dividend or other distribution including, if the dividend or distribution is franked, the amount that would be included in the assessable income of a recipient of the dividend or distribution who is a natural person resident in Australia under the Tax Legislation;
- (ii) (in the case of any entitlement that is not a dividend or other distribution for which adjustment is made under clause 7.2(a)(i) which is traded on ASX on any of those Business Days), the volume weighted average price of all such entitlements sold on ASX during the VWAP Period on the Business Days on which those entitlements were

traded (excluding trades of the kind that would be excluded in determining VWAP under the definition of that term); or

- (iii) (in the case of other entitlements which is not traded on ASX during the VWAP Period), the value of the entitlement as reasonably determined by the Issuer; and
- (b) where, on some or all of the Business Days in the VWAP Period, Ordinary Shares have been quoted as ex dividend or ex any other distribution or entitlement, and Subordinated Notes will be Converted into Ordinary Shares which would be entitled to receive the relevant dividend, distribution or entitlement, the VWAP on the Business Days on which those Ordinary Shares have been quoted ex dividend or ex any other distribution or entitlement will be increased by the Cum Value.

### 7.3 **Adjustments to VWAP for divisions and similar transactions**

Where during the relevant VWAP Period there is a change to the number of Ordinary Shares on issue as a result of a Reorganisation, in calculating the VWAP for that VWAP Period, the daily VWAP for each day in the VWAP Period which falls before the date on which trading in Ordinary Shares is conducted on a post Reorganisation basis shall be adjusted by multiplying it by the following formula:

**A**  
**B** where:

**A** means the aggregate number of Ordinary Shares immediately before the Reorganisation; and

**B** means the aggregate number of Ordinary Shares immediately after the Reorganisation.

### 7.4 **Adjustments to Issue Date VWAP**

For the purposes of determining the Issue Date VWAP under clause 7.1, adjustments to the VWAP will be made by the Issuer in accordance with clauses 7.2 and 7.3 during the VWAP Period for the Issue Date VWAP. On and from the Issue Date, adjustments to the Issue Date VWAP:

- (a) may be made by the Issuer in accordance with clauses 7.5, 7.6 and 7.7; and
- (b) if so made, will cause an adjustment to the Maximum Conversion Number.

### 7.5 **Adjustments to Issue Date VWAP for bonus issues**

- (a) Subject to clauses 7.5(b) and 7.5(c), if the Issuer makes a pro-rata bonus issue of Ordinary Shares to holders of Ordinary Shares generally (in a manner not involving any cash payment to or by holders of Ordinary Shares), the Issue Date VWAP will be adjusted immediately in accordance with the following formula:

**V = Vo x RD / (RD + RN) where:**

**V** means the Issue Date VWAP applying immediately after the application of this formula;

**Vo** means the Issue Date VWAP applying immediately prior to the application of this formula;

**RD** means the number of Ordinary Shares on issue immediately prior to the allotment of new Ordinary Shares pursuant to the bonus issue; and

**RN** means the number of Ordinary Shares issued pursuant to the bonus issue.

- (b) Clause 7.5(a) does not apply to Ordinary Shares issued as part of a bonus share plan, employee or executive share plan, executive option plan, share top up plan, share purchase plan or a dividend reinvestment plan.
- (c) For the purposes of this clause 7.5, an issue will be regarded as a bonus issue notwithstanding that the Issuer does not make offers to some or all holders of Ordinary Shares with registered addresses outside Australia, where the issue on such terms is in compliance with the ASX Listing Rules.

- (d) No adjustments to the Issue Date VWAP will be made under this clause 7.5 for any offer of Ordinary Shares not covered by clause 7.5(a), including a rights issue or other essentially pro rata issue.
- (e) The fact that no adjustment is made for an issue of Ordinary Shares except as covered by clause 7.5(a) shall not in any way restrict the Issuer from issuing Ordinary Shares at any time on such terms as it sees fit nor be taken to constitute a modification or variation of rights or privileges of Holders or otherwise requiring any consent or concurrence of the Holders.

#### 7.6 **Adjustments to Issue Date VWAP for divisions and similar transactions**

- (a) If at any time after the Issue Date there is a change to the number of Ordinary Shares on issue as a result of a Reorganisation, the Issuer shall adjust the Issue Date VWAP by multiplying the Issue Date VWAP applicable on the Business Day immediately before the date of any such Reorganisation by the following formula:

**A**

**B** where:

**A** means the aggregate number of Ordinary Shares on issue immediately before the Reorganisation; and

**B** means the aggregate number of Ordinary Shares on issue immediately after the Reorganisation.

- (b) Each Holder acknowledges that the Issuer may consolidate, divide or reclassify securities so that there is a lesser or greater number of Ordinary Shares at any time in its absolute discretion without any such action constituting a modification or variation of rights or privileges of Holders or otherwise requiring any consent or concurrence.

#### 7.7 **No adjustment to Issue Date VWAP in certain circumstances**

Despite the provisions of clauses 7.5 and 7.6, no adjustment will be made to the Issue Date VWAP where any such adjustment (rounded if applicable) would be less than one per cent of the Issue Date VWAP then in effect.

#### 7.8 **Certain provisions relating to adjustments**

- (a) The Issuer will notify Holders (an **Adjustment Notice**) of any adjustment to the Issue Date VWAP under this clause 7 within 10 Business Days of the Issuer determining the adjustment.
- (b) Any adjustment to the VWAP or Issue Date VWAP in accordance with this clause 7 will be effective and binding on Holders under these Terms and these Terms will be construed accordingly.

#### 7.9 **Status and listing of Ordinary Shares**

- (a) The Issuer agrees that Ordinary Shares issued on Conversion will rank equally with all other fully paid Ordinary Shares.
- (b) The Issuer agrees to use all reasonable endeavours to list the Ordinary Shares issued on Conversion on ASX. Holders of the Subordinated Notes are deemed to agree not to trade Ordinary Shares issued on Conversion (except as permitted by the Corporations Act, other applicable laws and the ASX Listing Rules) until the Issuer has taken such steps as are required by the Corporations Act, other applicable laws and the ASX Listing Rules for the shares to be freely tradeable without such further disclosure or other action and agrees to allow the Issuer to impose a holding lock or refuse to register a transfer in respect of Ordinary Shares until such time. If applicable, the Issuer will promptly notify Holders when this restriction on trading ceases to apply.

#### 7.10 Information for Conversion

Where a Subordinated Note is required to be Converted under these Terms, a Holder wishing to receive Ordinary Shares must in a Holder Details Notice to be given no later than the Trigger Event Date have provided to the Issuer:

- (a) its name and address (or the name and address of any person in whose name it directs the Ordinary Shares to be issued) for entry into any register of title and receipt of any certificate or holding statement in respect of any Ordinary Shares;
- (b) the security account details in CHESS or such other account to which the Ordinary Shares may be credited; and
- (c) such other information as is reasonably requested by the Issuer for the purposes of enabling it to issue the Conversion Number of Ordinary Shares to such Holder.

The Issuer has no duty to seek or obtain such information.

#### 7.11 Conversion where the Holder does not wish to receive Ordinary Shares or is an Ineligible Holder

- (a) If Subordinated Notes are required to be Converted and:
  - (i) the Holder has notified the Issuer that it does not wish to receive Ordinary Shares as a result of Conversion, which notice may be given at any time on or after the Issue Date and no less than 15 Business Days prior to the Trigger Event Date;
  - (ii) the Holder is an Ineligible Holder;
  - (iii) for any reason (whether or not due to the fault of the Holder), the Issuer has not received the information required by clause 7.10 prior to the Trigger Event Date and the lack of such information would prevent the Issuer from issuing the Ordinary Shares to the Holder on the Trigger Event Date; or
  - (iv) FATCA Withholding is required to be made in respect of the Ordinary Shares to be issued upon Conversion,

then, on the Trigger Event Date, the Holder's rights (including to payments of Interest or Additional Amounts, and the repayment of principal) in relation to each such Subordinated Note being Converted are immediately and irrevocably terminated and the Issuer will issue the Conversion Number of Ordinary Shares to one or more Nominees for no additional consideration and on terms that at the first opportunity the Nominee will sell the Ordinary Shares at market value and pay the Proceeds to the relevant Holder or, in the case of a FATCA Withholding, will deal with the Ordinary Shares and any proceeds of sale as required by FATCA and pursuant to clause 12.4.

- (b) In the case of a Conversion under clause 6 only, if the Conversion of Subordinated Notes to which this clause 7.11 applies fails to take effect within five Business Days of the Trigger Event Date, then the Holder's rights will be immediately and irrevocably terminated in accordance with clause 6.5.
- (c) The Issuer has no liability to a Holder for the acts of any Nominee appointed to sell the Ordinary Shares under this clause 7.11 and has no, nor owes any, duties in connection with any such sale and has no responsibility for any costs, losses, liabilities, expenses, demands or claims which arise as a result of such sale.

#### 7.12 Power of attorney

- (a) Each Holder appoints each of the Issuer, its officers and any External Administrator of the Issuer (each an **Attorney**) severally to be the attorney of the Holder with power in the name and on behalf of the Holder to sign all documents and transfers and do any other thing as may in the Attorney's opinion be necessary or desirable to be done in order for the Holder to observe or perform the Holder's obligations under these Terms including, but not limited to, effecting any transfers of the Subordinated Notes, Conversion, Write-Off, Redemption or

Resale, making any entry in the Register or the register of any Ordinary Shares or exercising any voting power in relation to any consent or approval required for Conversion, Write-Off, Redemption or Resale.

- (b) The power of attorney given in this clause 7.12 is given for valuable consideration and to secure the performance by the Holder of the Holder's obligations under these Terms and is irrevocable.

**7.13 No right of Holders to request Conversion**

No Subordinated Notes can, or will be, Converted at the option of a Holder.

**7.14 Conversion if amounts not paid**

For the avoidance of doubt, Conversion may occur even if an amount is not paid to a Holder as a consequence of clause 2.2.

**7.15 Conversion after winding-up commences**

If a Non-Viability Trigger Event occurs, then Conversion shall occur (subject to clause 6.5) in accordance with clauses 5 and 7 notwithstanding that an order is made by a court, or an effective resolution is passed, for the winding-up of the Issuer.

**7.16 Consent to receive Ordinary Shares and other acknowledgements**

Subject to clause 6.5, each Holder irrevocably:

- (a) upon receipt of the Conversion Number of Ordinary Shares following Conversion of Subordinated Notes in accordance with clause 6 and this clause 7, consents to becoming a member of the Issuer and agrees to be bound by the constitution of the Issuer, in each case in respect of Ordinary Shares issued on Conversion;
- (b) acknowledges and agrees that, unless it has given notice in accordance with clause 7.11 that it does not wish to receive Ordinary Shares as a result of Conversion, it is obliged to accept Ordinary Shares on Conversion notwithstanding anything that might otherwise affect a Conversion of Subordinated Notes including:
  - (i) any change in the financial position of the Issuer or the Suncorp Group since the Issue Date;
  - (ii) it being impossible or impracticable to list the Ordinary Shares on the ASX;
  - (iii) it being impossible or impracticable to sell or otherwise dispose of the Ordinary Shares;
  - (iv) any disruption to the market or potential market for Ordinary Shares or capital markets generally;
  - (v) any breach by the Issuer of any obligation in connection with the Subordinated Notes;
  - (vi) any failure or delay in conversion or write-off of other Relevant Subordinated Instruments; or
  - (vii) the occurrence of a Regulatory Event or a Tax Event;
- (c) acknowledges and agrees that:
  - (i) Conversion of the Subordinated Notes in accordance with clause 6 is a fundamental term of the Subordinated Notes and is not subject to any conditions other than those expressly provided for in clause 6 and this clause 7;
  - (ii) Conversion must occur immediately on the Trigger Event Date and Conversion or Write-Off may result in disruption or failures in trading or dealings in the Subordinated Notes or other loss to Holders;

- (iii) it will not have any rights to vote or object in respect of any Conversion or Write-Off or any adjustment contemplated by clause 6.2(b)(iii);
  - (iv) it has no claim against the Issuer for any loss it may suffer arising in connection with any Conversion or Write-Off;
  - (v) it has no rights to compensation from, or any other remedies against, the Issuer or any other member of the Suncorp Group on account of the failure of the Issuer to issue Ordinary Shares if the Issuer is for any reason prevented from doing so;
  - (vi) the determinations made by the Issuer under clause 6 are final and binding; and
  - (vii) notwithstanding clause 7.9, Ordinary Shares issued on Conversion may not be quoted at the time of Conversion or at all;
- (d) agrees to provide to the Issuer any information necessary to give effect to a Conversion;
  - (e) acknowledges and agrees that where clause 6.5 applies, no other conditions or events will affect the operation of that clause and it will not have any rights to vote in respect of any termination under that clause;
  - (f) acknowledges and agrees that it has no right to determine whether Subordinated Notes are Converted; and
  - (g) acknowledges and agrees that it has no remedies on account of the failure of the Issuer to issue Ordinary Shares in accordance with this clause 7 other than, subject to clause 6.5, to seek specific performance of the Issuer's obligation to issue Ordinary Shares.

## 8. Events of Default

### 8.1 Events of Default

An Event of Default occurs in relation to a Series of Subordinated Notes if:

- (a) subject to clause 2.2, the Issuer fails to pay:
  - (i) any amount of principal in respect of the Subordinated Notes of that Series within 10 days of the due date for payment; or
  - (ii) any amount of Interest or other amount in respect of the Subordinated Notes of that Series within 30 days of the due date for payment,

**(a Payment Default); or**

- (b) an:
  - (i) order is made by a court (other than an order successfully appealed or permanently stayed within 60 days), or
  - (ii) effective resolution is passed,

for the winding-up of the Issuer in Australia (but not elsewhere), in each case other than for the purposes of a consolidation, amalgamation, merger or reconstruction which has been approved by a Special Resolution of the Holders or in which the surviving entity has assumed or will assume expressly or by law all obligations of the Issuer in respect of the Subordinated Notes,

**(a Winding-up Default).**

### 8.2 Notification

If an Event of Default occurs in relation to a Series of Subordinated Notes, the Issuer must, promptly after becoming aware of it, notify the Holders and the Registrar of the occurrence of that Event of Default (specifying details of it).

### 8.3 **Enforcement**

- (a) At any time after a Payment Default occurs and continues unremedied, then the Holder of any Subordinated Notes of the relevant Series may without further notice bring proceedings:
  - (i) to recover any amount then due and payable but unpaid on the Subordinated Notes (subject to clause 2.2);
  - (ii) to obtain a court order for specific performance of any other obligation in respect of the Subordinated Notes; or
  - (iii) for the winding-up of the Issuer.
- (b) At any time after a Winding-up Default occurs and continues unremedied, the Holder of any Subordinated Notes of the relevant Series may declare by notice to the Issuer that the Outstanding Principal Amount of each Subordinated Note (together with all Interest accrued but unpaid to the date for payment) is payable on a date specified in the notice and, subject to clause 9, may prove in the winding-up of the Issuer for that amount, but may take no further action to enforce the obligations of the Issuer for payment of any principal or Interest in respect of the Subordinated Notes of the relevant Series.
- (c) The Holder may not exercise any other remedies (including any right to sue for damages which has the same economic effect as acceleration) as a consequence of an Event of Default other than as specified in this clause 8.3.

## 9. **Winding-up and Subordination**

### 9.1 **Winding-up**

In a winding-up of the Issuer in any jurisdiction, a claim by a Holder, or any other person on behalf of the Holder, for an amount owing by the Issuer in connection with a Subordinated Note, is subordinated to the claims of Senior Ranking Creditors in that:

- (a) all claims of Senior Ranking Creditors must be paid in full before the Holder's claim is paid; and
- (b) until the Senior Ranking Creditors have been paid in full, the Holder must not claim in the winding-up in competition with the Senior Ranking Creditors so as to diminish any distribution, dividend or payment which, but for that claim, the Senior Ranking Creditors would have been entitled to receive.

### 9.2 **Agreements and acknowledgements of Holders**

Each Holder irrevocably acknowledges and agrees that:

- (a) this clause 9 is a debt subordination for the purposes of section 563C of the Corporations Act;
- (b) it must not exercise its voting rights (as a creditor in respect of the Subordinated Notes) in the winding-up or administration of the Issuer in any jurisdiction to defeat the subordination in this clause 9;
- (c) it must pay or deliver to the liquidator any amount or asset received on account of its claim in the winding-up of the Issuer in connection with a Subordinated Note in excess of its entitlement under clause 9.1 above;
- (d) the debt subordination effected by this clause 9 is not affected by any act or omission of the Issuer or a Senior Ranking Creditor which might otherwise affect it at law or in equity; and
- (e) there is no limit on the amount of debt or other obligations which rank equally with or ahead of the Subordinated Notes that may be incurred or assumed by the Issuer.

### 9.3 **No consent of Senior Ranking Creditors**

Nothing in clause 2 or this clause 9 shall be taken:

- (a) to require the consent of any Senior Ranking Creditor to any amendment of these Terms; or
- (b) to create a charge or security interest over any right of a Holder.

### 9.4 **Further issues**

The Issuer may from time to time, without the consent of Holders, issue further Subordinated Notes having the same Terms as the Subordinated Notes of any Series in all respects (or in all respects except for the Issue Price, Issue Date and the first Interest Payment Date and Interest Commencement Date) so as to form a single Series with the Subordinated Notes of that Series, provided that the requirements of APRA that the Subordinated Notes be eligible to fund Tier 2 Capital of a Regulated Entity within the Suncorp Group are met. References in these Terms to the Subordinated Notes include (unless the context requires otherwise) any other Subordinated Notes issued pursuant to this clause 9.4 and forming a single Series with the Subordinated Notes.

## 10. **Title and transfer of Subordinated Notes**

### 10.1 **Title**

Title to Subordinated Notes passes when details of the transfer are entered in the Register.

### 10.2 **Effect of entries in Register**

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

- (a) an unconditional and irrevocable undertaking by the Issuer to the Holder to pay principal, Interest and any other amount subject to, and in accordance with, these Terms;
- (b) an entitlement to the other benefits given to Holders under these Terms and the Deed Poll in respect of the Subordinated Note; and
- (c) a separate and individual acknowledgement to the relevant Holder of the indebtedness of the Issuer to the relevant Holder and the Holder to whom those obligations are owed is entitled to enforce them without having to join any other Holder or any predecessor in title of a Holder.

### 10.3 **Register conclusive as to ownership**

Entries in the Register in relation to a Subordinated Note constitute conclusive evidence that the person so entered is the absolute owner of the Subordinated Note subject to correction for fraud or error.

### 10.4 **Non-recognition of interests**

- (a) Except as required by law, the Issuer and the Registrar must treat the person whose name is entered in the Register as the holder of a Subordinated Note as the absolute owner of that Subordinated Note. This clause 10.4 applies whether or not a Subordinated Note is overdue and despite any notice of ownership, trust or interest in the Subordinated Note.
- (b) No notice of any trust, Encumbrance or other interest in, or claim to any Subordinated Note will be entered in the Register.

### 10.5 **Joint holders**

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

### 10.6 **Austraclear**

- (a) If Subordinated Notes are lodged in the Austraclear System, the Registrar will enter Austraclear in the Register as the Holder of those Subordinated Notes. While those Subordinated Notes remain in the Austraclear System, all dealings (including transfers and payments) in relation to

those Subordinated Notes within the Austraclear System will be governed by the regulations for the Austraclear System (but without affecting any Term which may cause APRA to object to the Suncorp Group using or having used the proceeds of the Subordinated Notes to fund Tier 2 Capital of a Regulated Entity within the Suncorp Group).

- (b) Where Austraclear is recorded in the Register as the Holder, each person in whose Security Record (as defined in the Austraclear Regulations) a Subordinated Note is recorded is deemed to acknowledge in favour of the Registrar and Austraclear that:
- (i) the Registrar's decision to act as the Registrar of the Subordinated Note does not constitute a recommendation or endorsement by the Registrar or Austraclear in relation to the Subordinated Note but only indicates that such Subordinated Note is considered by the Registrar to be compatible with the performance by it of its obligations as Registrar under its agreement with the Issuer to act as Registrar of the Subordinated Note; and
  - (ii) the Holder does not rely on any fact, matter or circumstance contrary to clause 10.6(b)(i).

#### 10.7 **Transfers in whole**

Subordinated Notes may be transferred in whole but not in part.

#### 10.8 **Transfer**

- (a) Where Subordinated Notes are not lodged in the Austraclear System, subject to clause 10.9, all applications to transfer Subordinated Notes must be made by lodging with the Registrar a properly completed transfer and acceptance form in the form approved by the Issuer and the Registrar signed by both the transferor and the transferee. Transfer and acceptance forms are available from any Registry Office.
- (b) Subordinated Notes lodged in the Austraclear System will be transferable only in accordance with the Austraclear Regulations.

#### 10.9 **Limit on Transfer**

- (a) The Subordinated Notes may only be transferred pursuant to offers received in Australia if:
  - (i) the aggregate consideration payable at the time of transfer is at least A\$500,000 (or its equivalent in an alternative currency, and in either case, disregarding moneys lent by the transferor or its associates) or the Subordinated Notes are otherwise transferred in a manner which does not require disclosure in accordance with Part 6D.2 or Part 7.9 of the Corporations Act; and
  - (ii) the transfer does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act.
- (b) Subordinated Notes may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place and the transfer of the Subordinated Notes otherwise does not require disclosure to investors in accordance with the laws of the jurisdiction in which the transfer takes place.

#### 10.10 **Austraclear Services Limited as Registrar**

If Austraclear Services Limited is the Registrar and Subordinated Notes are lodged in the Austraclear System, despite any other provision of these Terms, those Subordinated Notes are not transferable on the Register, and the Issuer may not, and must procure that the Registrar does not, register any transfer of those Subordinated Notes issued by it and no member of the Austraclear System has the right to request any registration of any transfer of the relevant Subordinated Notes, except:

- (a) for the purposes of any Conversion, Write-Off, Redemption or repurchase or cancellation of the relevant Subordinated Note, a transfer of the relevant Subordinated Note from Austraclear to the Issuer may be entered in the Register; and

- (b) if Austraclear exercises or purports to exercise any power it may have under the Austraclear Regulations from time to time for the Austraclear System or these Terms, to require the relevant Subordinated Note to be transferred on the Register to a member of the Austraclear System, the relevant Subordinated Note may be transferred on the Register from Austraclear to the member of the Austraclear System.

In any of these cases, the relevant Subordinated Note will cease to be held in the Austraclear System.

#### 10.11 **Delivery of instrument**

If an instrument is used to transfer Subordinated Notes according to clause 10.8, it must be delivered to the Registrar, together with such evidence (if any) as the Registrar reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Subordinated Notes.

#### 10.12 **Refusal to register**

The Issuer may only refuse to register a transfer of any Subordinated Notes if such registration would contravene or is forbidden by any applicable law, Austraclear Regulations or the Terms.

If the Issuer refuses to register a transfer, the Issuer must give the lodging party notice of the refusal and the reasons for it within five Business Days after the date on which the transfer was delivered to the Registrar.

#### 10.13 **Transferor to remain Holder until registration**

A transferor of a Subordinated Note remains the Holder in respect of that Subordinated Note until the transfer is registered and the name of the transferee is entered in the Register.

#### 10.14 **Effect of transfer**

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under the Deed Poll in respect of the transferred Subordinated Notes and the transferee becomes so entitled in accordance with clause 10.2.

#### 10.15 **Estates**

A person becoming entitled to a Subordinated Note as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Subordinated Note or, if so entitled, become registered as the holder of the Subordinated Note.

#### 10.16 **Unincorporated associations**

A transfer to an unincorporated association is not permitted.

#### 10.17 **Transfer of unidentified Subordinated Notes**

Where the transferor executes a transfer of less than all Subordinated Notes registered in its name, and the specific Subordinated Notes to be transferred are not identified, the Registrar may register the transfer in respect of such of the Subordinated Notes registered in the name of the transferor as the Registrar thinks fit, provided the aggregate of the Outstanding Principal Amount of all the Subordinated Notes registered as having been transferred equals the aggregate of the Outstanding Principal Amount of all the Subordinated Notes expressed to be transferred in the transfer.

### 11. **Payments**

#### 11.1 **Summary of payment provisions**

Payments in respect of Subordinated Notes will be made in accordance with this clause 11.

#### 11.2 **Payments subject to law**

All payments are subject to applicable law, but without prejudice to the provisions of clause 12.

### 11.3 **Payments on Business Days**

If a payment:

- (a) is due on a Subordinated Note on a day which is not a Business Day then the due date for payment will be adjusted by the applicable Business Day Convention specified in the Pricing Supplement; or
- (b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the first following day on which banks are open for general banking business in that place, and in either case, the Holder is not entitled to any additional payment in respect of any delay.

Nothing in this clause applies to any payment referred to in clause 7.1(b), which occurs on the Trigger Event Date as provided in clause 7.1.

### 11.4 **Payment of principal**

Payments of principal will be made to each person registered at the close of business on the payment date as the holder of a Subordinated Note.

### 11.5 **Payment of Interest**

Payments of Interest in respect of a Subordinated Note will be made to each person registered at the close of business on the Record Date as the holder of that Subordinated Note.

### 11.6 **Payments to accounts**

Monies payable by the Issuer to a Holder may be paid in any manner in which cash may be paid as the Issuer decides, including by any method of direct credit determined by the Issuer to the Holder or Holders shown on the Register or to such person or place directed by them.

### 11.7 **Payments by cheque**

The Issuer may decide that payments in respect of the Subordinated Note will be made by cheque sent by prepaid post on the payment date, at the risk of the registered Holder, to the Holder (or to the first named joint holder of the Subordinated Note) at its address appearing in the Register at the close of business on the Record Date. Cheques sent to the nominated address of a Holder will be taken to have been received by the Holder on the payment date and, no further amount will be payable by the Issuer in respect of the Subordinated Notes as a result of the Holder not receiving payment on the due date.

### 11.8 **Unsuccessful attempts to pay**

Subject to applicable law, where the Issuer:

- (a) decides that an amount is to be paid to a Holder by a method of direct credit and the Holder has not given a direction as to where amounts are to be paid by that method;
- (b) attempts to pay an amount to a Holder by direct credit, electronic transfer of funds or any other means and the transfer is unsuccessful;
- (c) has made reasonable efforts to locate a Holder but is unable to do so; or
- (d) has issued a cheque which has not been presented within six months of its date, then the Issuer may cancel such cheque,

then, in each case, the amount is to be held by the Issuer for the Holder in a non-interest bearing deposit with a bank selected by the Issuer until the Holder or any legal personal representative of the Holder claims the amount or the amount is paid by the Issuer according to the legislation relating to unclaimed moneys.

### 11.9 **Payment to joint Holders**

A payment to any one of joint Holders will discharge the Issuer's liability in respect of the payment.

**11.10 No set-off, netting or offsetting rights**

- (a) A Holder:
  - (i) may not exercise any right of set-off against the Issuer in respect of any claim by the Issuer against that Holder; and
  - (ii) will have no netting or offsetting rights or claims on the Issuer if the Issuer does not pay an amount when scheduled under these Terms.
- (b) The Issuer may not exercise any right of set-off or netting against a Holder in respect of any claim by that Holder against the Issuer.

**12. Taxation**

**12.1 No set-off, netting, counterclaim, withholding or deductions**

All payments in respect of the Subordinated Notes must be made in full without set-off, netting or counterclaim, and without any withholding or deduction in respect of Taxes, unless required by law or this clause 12.

**12.2 Withholding tax**

Subject to clause 12.3, if a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of the Subordinated Notes such that the Holder would not actually receive on the due date the full amount provided for under the Subordinated Notes, then:

- (a) the Issuer agrees to deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and
- (b) if the amount deducted or withheld is in respect of Taxes imposed within Australia, an additional amount is payable so that, after making the deduction and further deductions applicable to additional amounts payable under this clause 12.2, each Holder is entitled to receive (at the time the payment is due) the amount it would have received if no deductions or withholdings had been required to be made.

**12.3 Withholding tax exemptions**

No Additional Amounts are payable under clause 12.2(b) in respect of any Subordinated Note:

- (a) to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Subordinated Note by reason of the person having some connection with Australia other than the mere holding of such Subordinated Note or receipt of payment in respect of the Subordinated Note provided that a Holder shall not be regarded as having a connection with Australia for the reason that the Holder is a resident of Australia within the meaning of the Tax Legislation where, and to the extent that, such taxes are payable by reason of section 128B(2A) of the Tax Legislation;
- (b) to, or to a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such Taxes by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar case for exemption to any tax authority;
- (c) in respect of which Taxes have been imposed or levied as a result of the Holder of the Subordinated Notes being party to or participating in a scheme to avoid such Taxes, being a scheme to which the Issuer was neither a party to nor participated in;
- (d) to, or to a third party on behalf of, a Holder who is an Offshore Associate and not acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act;
- (e) to, or to a third party on behalf of an Australian resident Holder or a non-resident Holder carrying on business in Australia at or through a permanent establishment of the non-resident

in Australia, if the Holder has not supplied an appropriate tax file number, an Australian business number or other exemption details; or

- (f) to, or to a third party on behalf of, a Holder in a case where the Issuer receives a notice or direction under Section 255 of the *Income Tax Assessment Act 1936* (Cth), Section 260-5 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) or any analogous provision which requires an amount to be paid, withheld or deducted from amounts payable to the Holder by the Issuer in compliance with such notice or direction.

#### 12.4 **FATCA**

Notwithstanding any other provision of this deed (including, for the avoidance of doubt, this clause 12), the Issuer may withhold or make deductions from any payment in respect of the Subordinated Notes or from the issue of Ordinary Shares to a Holder where such withholding or deduction is made under or in connection with, or in order to ensure compliance with FATCA, or where it has reasonable grounds to suspect that the Holder or a beneficial owner of Subordinated Notes may be subject to FATCA, and may deal with such payment, and any Ordinary Shares in accordance with FATCA. If any withholding or deduction arises under or in connection with, or in order to ensure compliance with FATCA, the Issuer will not be required to pay any Additional Amounts or other amounts and the Issuer will not be required to issue any further Ordinary Shares on account of such withholding or deduction or otherwise reimburse or compensate, or make any payment to, a Holder or a beneficial owner of Subordinated Notes for or in respect of any such withholding or deduction. Such a dealing with such payment and any Ordinary Shares satisfies the Issuer's obligations to that Holder to the extent of the amount of that payment or issue of Ordinary Shares.

#### 13. **Meetings of Holders**

##### 13.1 **Meeting Provisions**

Meetings of Holders of Subordinated Notes of a Series may be held in accordance with the Meeting Provisions. A meeting may consider any matter affecting the interests of Holders, including any variation to these Terms proposed by the Issuer in accordance with clause 14.

##### 13.2 **Convening a meeting**

- (a) The Meeting Provisions contain provisions governing notice, quorum requirements and other matters relevant to the conduct of a meeting.
- (b) The Issuer:
  - (i) may convene a meeting at any time; and
  - (ii) must convene a meeting upon the request in writing of Holders who together hold 10% or more of the aggregate Outstanding Principal Amount of all Subordinated Notes (determined disregarding any Subordinated Notes held beneficially by the Issuer or any of its Subsidiaries).
- (c) The Meeting Provisions also contain provisions for the passing of resolutions by writing signed by defined majorities of Holders.

##### 13.3 **Resolutions binding**

Any resolution passed at any meeting of the Holders or by writing, in each case, in accordance with the Meeting Provisions, is binding on Holders of Subordinated Notes of the relevant Series, whether or not they are present at the meeting.

## 14. **Amendment**

### 14.1 **Amendments without consent**

At any time and from time to time, but subject to compliance with the Corporations Act and all other applicable laws, the Issuer may, without the consent of the Holders, amend these Terms or the Deed Poll if the Issuer is of the opinion that such amendment is:

- (a) of a formal or technical or minor nature;
- (b) made to cure any ambiguity or correct any manifest error;
- (c) necessary or expedient for the purpose of enabling the Subordinated Notes to be offered for subscription or for sale under the laws for the time being in force in any place;
- (d) necessary to comply with the provisions of any statute or the requirements of any statutory authority;
- (e) made in accordance with the Issuer's adjustment rights in clause 7;
- (f) made to:
  - (i) amend the Terms to align them with any Relevant Term Subordinated Instrument issued after the Issue Date; or
  - (ii) alter the definition of "Relevant Subordinated Instruments", "Relevant Tier 1 Capital Instruments" or "Relevant Term Subordinated Instruments" on account of the issue after the Issue Date of capital instruments of the Issuer or the Suncorp Group; or
- (g) in any other case, not materially prejudicial to the interests of the Holders as a whole.

For the purposes of determining whether an amendment is not materially prejudicial to the interests of Holders as a whole, the taxation and regulatory capital consequences to a Holder (or any class of Holders) and other special consequences or circumstances which are personal to a Holder (or any class of Holders) do not need to be taken into account by the Issuer.

### 14.2 **Amendment or Substitution of Approved Acquirer**

At any time and from time to time, the Issuer may, without the consent of the Holders, amend these Terms as contemplated by clause 15.

### 14.3 **Amendment with consent**

Where clause 14.1 or clause 14.2 does not apply, the Issuer may amend these Terms with the approval of the Holders of Subordinated Notes of the relevant Series by Special Resolution in accordance with the Deed Poll.

### 14.4 **Consents**

Prior to any amendment under this clause 14, the Issuer must obtain any consent needed to the amendment and, in particular, any amendment which may affect the eligibility of the Subordinated Notes as a Relevant Term Subordinated Instrument, is subject to the prior written consent of APRA.

### 14.5 **Notification of amendments**

The Issuer must notify the Holders of any amendments made in accordance with this clause 14.

### 14.6 **Interpretation**

In this clause 14, "amend" includes modify, cancel, amend, waive or add to, and "**amendment**" has a corresponding meaning.

15. **Substitution of Approved Acquirer**

15.1 **Acquisition Event**

Each Holder by acquiring a Subordinated Note agrees that:

- (a) where either of the following occurs:
- (i) a takeover bid (as defined in the Corporations Act) is made to acquire all, or some of, the Ordinary Shares and such offer is, or becomes, unconditional, all regulatory approvals necessary for the acquisition to occur have been obtained and either:
    - (A) the bidder has at any time during the offer period, a relevant interest in more than 50% of the Ordinary Shares in issue; or
    - (B) the Directors issue a statement that at least a majority of the directors of the Issuer who are eligible to do so have recommended acceptance of such offer (in the absence of a higher offer); or
  - (ii) a court orders the holding of meetings to approve a scheme of arrangement under Part 5.1 of the Corporations Act, which scheme would result in a person having a relevant interest in more than 50% of the Ordinary Shares that will be in issue after the scheme is implemented and:
    - (A) all classes of members of the Issuer pass all resolutions required to approve the scheme by the majorities required under the Corporations Act, to approve the scheme; and
    - (B) all conditions to the implementation of the scheme, including any necessary regulatory or shareholder approvals (but not including approval of the scheme by the court), have been satisfied or waived,

(each an **Acquisition Event**); and
- (b) the bidder (or its ultimate holding company) or the person having a relevant interest in the Ordinary Shares in the Issuer after the scheme is implemented (or any entity that Controls the bidder or the person having the relevant interest) is an Approved Acquirer, without the consent of the Holders (but with the prior written approval of APRA):
- (c) the Issuer may amend the terms of the Subordinated Notes such that, unless APRA otherwise agrees, on any Trigger Event Date:
- (i) each Subordinated Note that is being Converted in whole will be automatically transferred by each Holder free from encumbrance to the Approved Acquirer on the Trigger Event Date;
  - (ii) each Holder (or a Nominee in accordance with Clause 7.11, which provisions shall apply, subject to necessary changes, to such Approved Acquirer Ordinary Shares) of the Subordinated Note being Converted will be issued a number of Approved Acquirer Ordinary Shares equal to the Conversion Number and the Conversion mechanics that would have otherwise been applicable to the determination of the number of Ordinary Shares shall apply (with any necessary changes) to the determination of the number of such Approved Acquirer Ordinary Shares; and
  - (iii) as between the Issuer and the Approved Acquirer, each Subordinated Note held by the Approved Acquirer as a result of the transfer will be automatically Converted into a number of Ordinary Shares the aggregate market value of which equals the prevailing principal amount of that Subordinated Note (determined on the basis as set out in clause 7 using a VWAP calculated on the basis of the last period of 5 Business Days on which trading in Ordinary Shares took place preceding, but not including, the Trigger Event Date (whether such period occurred before or after the Acquisition Event occurred) and subject in all cases to the Maximum Conversion Number); and

- (d) the Issuer may make such other amendments as in the Issuer's reasonable opinion are necessary and appropriate in order to effect the substitution of an Approved Acquirer as the issuer of the ordinary shares to be delivered upon Conversion in the manner contemplated by these Terms and consistent with the requirements of APRA in relation to Tier 2 Capital, including, without limitation:
  - (i) to any one or more of the definitions of "Conversion," "Inability Event", "Junior Ranking Instruments," "Ordinary Shares", "Relevant Subordinated Instruments", "Relevant Tier 1 Capital Instruments", "Relevant Term Subordinated Instruments" and "Non-Viability Trigger Event" and to the procedures relating to Conversion and Write-Off as contemplated in these Terms to reflect the identity of the Approved Acquirer as the issuer of the ordinary shares to be delivered upon Conversion;
  - (ii) to cause any necessary adjustment to be made to the Maximum Conversion Number and to any relevant VWAP or Issue Date VWAP consistent with the principles of adjustment set out in clause 7; and
  - (iii) to these Terms such that any right of Holders to require delivery of ordinary shares of the Approved Acquirer is consistent with the limited right of Holders to require delivery of Ordinary Shares following a Conversion as set out in these Terms.

## 15.2 Further substitution

After a substitution, as described in this clause 15, the Approved Acquirer may without the authority, approval or assent of the Holder of Subordinated Notes, effect a further substitution as described in this clause (with necessary changes).

## 15.3 No further rights

A Holder has no right:

- (a) to require the Issuer to make any such amendment or to effect any such substitution; or
- (b) to vote upon, or otherwise require that its approval is obtained prior to the occurrence of, any Acquisition Event, and acknowledges and agrees that there is no provision for any automatic adjustment to these Terms or the Deed Poll on account of an Acquisition Event other than by an Approved Acquirer in this clause 15.

## 15.4 No right or remedy against the Issuer

If an Acquisition Event occurs and the Issuer does not make any such amendment or substitution prior to the occurrence of a Trigger Event, Holders will remain entitled to Ordinary Shares in the Issuer upon Conversion, calculated on the basis of the VWAP for the five Business Days on which trading in Ordinary Shares last took place (subject to clause 6.5) and Holders shall have no right or remedy against the Issuer on account of such Acquisition Event occurring or as a result of any subsequent inability to adjust the VWAP.

## 16. General

### 16.1 Notices

#### (a) Notices to Holders

All notices and other communications by the Issuer to a Holder must be in writing and sent by prepaid post (airmail if appropriate) to or left at the address of the Holder (as shown in the Register at the close of business on the day which is three Business Days before the date of the notice or communication) or sent by email or electronic message to the electronic address (if any) nominated by that person and may also be given:

- (i) by an advertisement published in *The Australian Financial Review*, *The Australian* or any other newspaper of national circulation in Australia; or

- (ii) where Subordinated Notes are lodged in the Austraclear System, by delivery to the Austraclear System for communication by the Austraclear System to the persons shown in its records as having interests therein.

(b) **Delivery of certain notices**

In addition to clause 16.1(a), an Interest Notice, an Interest Deferral Notice, an Arrears of Interest Payment Notice an Early Redemption Notice, a Resale Notice, a Trigger Event Notice, a Write-Off Notice, an Adjustment Notice, a Change of Agent Notice, an Issuer Details Notice or a notice of change of Specified Office may each be given to Holders by the Issuer publishing the notice on the Issuer's website.

(c) **Notices**

All notices and other communications to the Issuer, the Registrar or any other person (other than Holders) must be in writing and may be sent by electronic messages to the electronic address (if any) of the addressee or by prepaid post (airmail if appropriate) to or may be left at the Specified Office of the Issuer, the Registrar or such other person.

(d) **Notices to the Issuer**

A notice or other communication given to the Issuer in connection with the Subordinated Notes must be:

- (i) in legible writing or typing and in English;
- (ii) addressed as shown below:

Attention: Company Secretary  
Address: Level 23  
80 Ann Street  
Brisbane Queensland 4000

or

Email: investor.relations@suncorp.com.au

or to such other address or email address as the Issuer notifies to Holders as its address or email address (as the case may be) for notices or other communications in respect of these Terms from time to time (an **Issuer Details Notice**);

- (iii) (except as regards a communication sent by email) signed by the person making the communication or by a person duly authorised by that person; and
- (iv) delivered or posted by prepaid post or sent by email to the email address in each case in accordance with clause 16.1(d).

(e) **When effective**

Notices and other communications the subject of this clause 16.1 take effect from the time they are taken to be received unless a later time is specified in them.

(f) **Receipt – publication in newspaper or via Austraclear System**

If published in a newspaper, a notice or other communication is taken to be received on the first date that publication has been made in all the required newspapers or, where Subordinated Notes are lodged in the Austraclear System, on the day of delivery to the Austraclear System.

(g) **Deemed receipt – postal or email**

- (i) If sent by post, notices or other communications the subject of this clause 16.1 are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

- (ii) If sent by email, notices or other communications the subject of this clause 16.1 are taken to be received when:
  - (A) the sender receives an automated message confirming delivery; or
  - (B) four hours after the time sent (as recorded on the device from which the sender sent the email), provided that the sender does not receive an automated message within those four hours that the email has not been delivered.

(h) **Deemed receipt - general**

Despite clause 16.1(g), if notices or other communications the subject of this clause 16.1 are received after 5.00 pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day in the place of receipt.

(i) **Copies of notices**

If these Terms or the Deed Poll requires a notice or other communication to be copied to another person, a failure to so deliver the copy will not invalidate the notice or other communication.

**16.2 Time limit for claims**

A claim against the Issuer for a payment under a Subordinated Note is void unless made within 10 years (in the case of principal) or 5 years (in the case of Interest and other amounts) from the date on which payment first became due.

**16.3 Voting**

- (a) The Deed Poll contains provisions for convening meetings of the Holders to consider any matter affecting their interests including certain amendments of these Terms which require the consent of the Holders.
- (b) A Holder has no right to attend or vote at any general meeting of the shareholders of the Issuer.

**16.4 Further issues and dealings with securities**

The Issuer may from time to time, without the consent of any Holder:

- (a) issue any securities ranking equally with the Subordinated Notes (on the same terms or otherwise) or ranking in priority or junior to the Subordinated Notes;
- (b) redeem, buy back, return capital on or convert any securities other than the Subordinated Notes at any time;
- (c) subject to APRA's prior written consent, purchase or procure the purchase of the Subordinated Notes from Holders at any time and at any price. Any Subordinated Note purchased by or on behalf of the Issuer shall be cancelled; or
- (d) incur or guarantee any indebtedness upon such terms as it may think fit in its sole discretion.

**16.5 Role of the Agents**

- (a) In acting under its Agency Agreement in connection with the Subordinated Notes, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Holders.
- (b) An Agent has no duties or responsibilities except those expressly set out in the relevant Agency Agreement, the Terms and the Deed Poll.

## 16.6 **Change of Agent**

- (a) The Issuer:
  - (i) reserves the right at any time to terminate the appointment of any Agent in accordance with its Agency Agreement or otherwise and to appoint a successor or additional Agent; and
  - (ii) may vary or terminate any Agency Agreement or other document entered into in connection with any Subordinated Note without the consent of Holders, provided that, in each case, so long as any Subordinated Notes are Outstanding, the Issuer must maintain the appointment of a Registrar with its specified office in Australia.
- (b) Notice of termination of an Agent's appointment and notice of appointment of a successor or additional Agent (each a **Change of Agent Notice**) shall be given to the Holders in accordance with clause 16.1.

## 16.7 **No other rights**

The Subordinated Notes confer no rights on a Holder:

- (a) to vote at any meeting of shareholders of the Issuer;
  - (b) to subscribe for new securities or to participate in any bonus issues of securities of the Issuer; or
  - (c) to otherwise participate in the profits or property of the Issuer,
- except as expressly set out in these Terms or the Deed Poll.

## 16.8 **Governing law**

These Terms and the Subordinated Notes are governed by the laws in force in Queensland.

## 16.9 **Jurisdiction**

The Issuer and each Holder submits to the non-exclusive jurisdiction of the courts of Queensland for the purposes of any legal proceedings arising out of these Terms.

## 17. **Interpretation and definitions**

### 17.1 **Interpretation**

In these Terms, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document includes all schedules or annexes to it;
- (d) a reference to a clause or paragraph is to a clause or paragraph of these Terms;
- (e) a reference to a document or instrument includes the document or instrument as novated, amended, supplemented or replaced from time to time;
- (f) a reference to "Australia" includes any political sub-division or territory in the Commonwealth of Australia;
- (g) a reference to "Australian dollars", "dollars", "AUD", "A\$", "\$", "Australian cents" or "cents" is a reference to the lawful currency of Australia;
- (h) a reference to time is to Sydney, Australia time;

- (i) other than in relation to a Non-Viability Trigger Event and a Conversion on a Trigger Event Date, if these Terms require an event to occur on a Business Day, and the date specified by these Terms for the occurrence of that event is not a Business Day, then that event is taken to occur on a Business Day (in accordance with the applicable Business Day Convention);
- (j) a reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns and substitutes;
- (k) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (l) a reference to a statute, ordinance, code, rule, directive or law (however described) includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (m) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (n) an Event of Default is subsisting if it has not been remedied or waived in writing;
- (o) headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Terms;
- (p) if the principal securities exchange on which Ordinary Shares are listed becomes other than ASX, unless the context otherwise requires, a reference to ASX shall be read as a reference to that principal securities exchange and a reference to the ASX Listing Rules, ASX Settlement Operating Rules or any term defined in any such rules, shall be read as a reference to the corresponding rules of that exchange or corresponding defined terms in such rules (as the case may be);
- (q) any provisions which refer to the requirements of APRA or any other prudential regulatory requirements will apply to the Issuer only if the Issuer is an entity subject to regulation and supervision by APRA at the relevant time;
- (r) any provisions which require APRA's consent or approval (written or otherwise) will apply unless APRA has notified the Issuer in writing that it no longer requires that such consent or approval be given at the relevant time;
- (s) a reference to "Additional Tier 1 Capital", "Eligible Additional Tier 1 Capital", "Tier 1 Capital", "Tier 2 Capital" or "Related Entity" shall, if either term is replaced or superseded in any of APRA's applicable prudential regulatory requirements or standards (including the NOHC Authorisation), be taken to be a reference to the replacement or equivalent term;
- (t) any provisions in these Terms requiring the prior approval of APRA for a particular course of action to be taken by the Issuer do not imply that APRA has given its consent or approval to the particular action as of the Issue Date or that it will at any time give its consent or approval to the particular action;
- (u) nothing in these Terms shall confer rights on the holder of any Relevant Subordinated Instrument;
- (v) a reference to the "conversion" of a Relevant Subordinated Instrument includes an exchange or other method by which holders come to be issued with Ordinary Shares in place of the Relevant Subordinated Instrument; and
- (w) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the thing is to happen, are not to be counted in calculating that period.

## 17.2 Definitions

In these Terms, these meanings apply unless the contrary intention appears:

**Acquisition Event** has the meaning given in clause 15.1;

**Additional Amount** means an additional amount payable by the Issuer under clause 12.2(b);

**Additional Interest Amount** has the meaning given in clause 3.11;

**Additional Tier 1 Capital** means Additional Tier 1 capital as defined by APRA in accordance with the Prudential Standards from time to time;

**Adjustment Notice** has the meaning given in clause 7.8;

**Adjustment Spread** means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

- (a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using practices based on those used for the determination of the Bloomberg Adjustment Spread as at the Issue Date of the first Tranche of the applicable Series, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or
- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable) to be appropriate;

**Adjustment Spread Fixing Date** means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate;

**Administrator** means:

- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);
- (b) in respect of AONIA (or where AONIA is used to determine an Applicable Benchmark Rate), the Reserve Bank of Australia; and
- (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

and, in each case, any successor administrator or, as applicable, any successor administrator or provider;

**Administrator Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate;

**Agency Agreement** means an agreement entered into between the Issuer and an Agent under which the Issuer appoints the Agent to act as Agent, and includes the Registry Agreement;

**Agent** means the Registrar, the Calculation Agent or the Paying Agent;

**AONIA** means the Australian dollar interbank overnight cash rate (known as AONIA);

**AONIA Rate** means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Period and Interest Determination Date plus the Adjustment Spread;

**Applicable Benchmark Rate** means the BBSW Rate and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with clause 3.5;

**Approved Acquirer** means the ultimate holding company of the Issuer (whether incorporated in Australia or elsewhere) arising as a result of an Approved Acquisition Event;

**Approved Acquirer Ordinary Share** means a fully paid ordinary share in the capital of the Approved Acquirer;

**Approved Acquisition Event** means an Acquisition Event in respect of which each of the following conditions is satisfied:

- (a) the entity which has or is to become the Approved Acquirer has assumed all of the Issuer's obligations to Convert the Subordinated Notes into Ordinary Shares by undertaking to convert such Subordinated Notes into Approved Acquirer Ordinary Shares on a Non-Viability Trigger Event in respect of the Approved Acquirer;
- (b) the Approved Acquirer Ordinary Shares are listed on ASX or another recognised exchange; and
- (c) the Issuer, in its sole and absolute discretion, has determined that the arrangements for the issuance of Approved Acquirer Ordinary Shares to Holders following a Non-Viability Trigger Event are in the best interests of the Issuer having regard also to the interests of the Holders and are consistent with applicable law and regulation (including, but not limited to, the guidance of APRA or any other applicable regulatory authority);

**APRA** means the Australian Prudential Regulation Authority (ABN 79 635 582 658) or any successor body responsible for prudential regulation of the Issuer or the Suncorp Group;

**Arrears of Interest** means at any time any interest in respect of a Note not paid on an Interest Payment Date by virtue of clause 3.9(a) or otherwise and which remains unpaid at that time;

**Arrears of Interest Payment Notice** has the meaning given in clause 3.10(a);

**ASX** means ASX Limited (ABN 98 008 624 691) or the securities market operated by it or any of its related bodies corporate, as the context requires;

**ASX Listing Rules** means the listing rules of ASX;

**ASX Operating Rules** means the market operating rules of ASX as amended, varied or waived (whether in respect of the Issuer or generally) from time to time;

**ASX Settlement Operating Rules** means the settlement operating rules of ASX from time to time with any applicable modifications or waivers granted by ASX;

**Attorney** has the meaning given in clause 7.12;

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

**Austraclear Participant** means a Participant as defined in the Austraclear Regulations;

**Austraclear Regulations** means the regulations known as the "Regulations and Operating Manual" established by Austraclear (as amended from time to time) to govern the use of the Austraclear System;

**Austraclear System** means the system operated by Austraclear for holding the Subordinated Notes and the electronic recording and settling of transactions in those Subordinated Notes between members of that system (or any system that replaces it relevant to the Subordinated Notes);

**BBSW Rate** has the meaning given in clause 3.4;

**Bloomberg Adjustment Spread** means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) ("BISL") on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where Fallback Rate (AONIA) Screen means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the

Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL;

**Business Day** means:

- (a) for the purposes of clause 6, a business day as defined in the ASX Listing Rules;
- (b) for the purposes of calculation or payment of Interest or any other amount, a day on which:
  - (i) banks are open for business in Sydney, New South Wales and in each (if any) Relevant Financial Centre specified in the Pricing Supplement (not being a Saturday, Sunday or public holiday in that place); and
  - (ii) the Austraclear System is operating; and
- (c) for all other purposes, a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Sydney, New South Wales;

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

- (a) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day;
- (b) **Modified Following Business Day Convention** or **Modified Business Day Convention** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (c) **Preceding Business Day Convention** means that the date is brought forward to the first preceding day that is a Business Day; and
- (d) **No Adjustment** means that the relevant date is not adjusted;

**Calculation Agent** means the Registrar or such other person as the Issuer may appoint to act as calculation agent for the purposes of a provision of these Terms;

**Change of Agent Notice** has the meaning given in clause 16.6(b);

**CHES** means the Clearing House Electronic Sub-register System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) (or any system that replaces it relevant to Ordinary Shares or the Conversion of the Subordinated Notes);

**Compounded Daily AONIA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment as calculated by the Calculation Agent on the Interest Determination Date, as follows:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{AONIA_{i-5SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d} \text{ where:}$$

$AONIA_{i-5SBD}$  means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Sydney Business Day falling five Sydney Business Days prior to such Sydney Business Day "i";

$d$  is the number of calendar days in the relevant Interest Period;

$d_0$  is the number of Sydney Business Days in the relevant Interest Period;

$i$  is a series of whole numbers from 1 to  $d_0$ , each representing the relevant Sydney Business Day in chronological order from (and including) the first Sydney Business Day in the relevant Interest Period to (and including) the last Sydney Business Day in such Interest Period;

$n_i$  for any Sydney Business Day “*i*”, means the number of calendar days from (and including) such Sydney Business Day “*i*” up to (but excluding) the following Sydney Business Day; and

**Sydney Business Day** or **SBD** means any day on which commercial banks are open for general business in Sydney.

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period;

**Control** has the meaning given in the Corporations Act;

**Conversion** means the conversion of all or some Subordinated Notes into the Conversion Number of Ordinary Shares in accordance with and subject to clauses 6 and 7. “**Convert**”, “**Converting**” and “**Converted**” bear the corresponding meanings;

**Conversion Number** has the meaning given in clause 7.1(a);

**Corporations Act** means the Corporations Act 2001 of Australia;

**Costs** includes costs, charges and expenses;

**Cum Value** has the meaning given in clause 7.2(a);

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

- (a) if **Actual/365** or **Actual/Actual** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
  - (i) the actual number of days in the portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in the portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if **Actual/365 (Fixed)** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (c) if **Actual/360** is so specified, means the actual number of days in the Calculation Period divided by 360; and
- (d) if **RBA Bond Basis** or **Australian Bond Basis** is so specified, means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
  - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365));

**Deed Poll** means the deed entitled “Note Deed Poll” dated on or around 24 April 2026 executed by the Issuer;

**Defaulting Nominated Purchaser** has the meaning given in clause 5.11(f);

**Directors** means some or all of the directors of the Issuer acting as a board;

**Early Redemption Date** means the date on which a Subordinated Note is to be Redeemed as specified in the Early Redemption Notice or if that day is not a Business Day, the following Business Day;

**Early Redemption Notice** has the meaning given in clause 5.6(a);

**Eligible Additional Tier 1 Capital** means:

- (a) "Eligible Additional Tier 1 Capital" as defined in the NOHC Authorisation; or
- (b) an instrument that is:
  - (i) eligible to fund Additional Tier 1 Capital of a Regulated Entity within the Suncorp Group; or
  - (ii) if the Issuer becomes the head of a Level 2 insurance group (as defined in APRA's prudential standards), Additional Tier 1 Capital of that group;

**Encumbrance** means any mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement, any other security agreement or security arrangement (including any security interest under the *Personal Property Securities Act 2009* (Cth)) and any other arrangement of any kind having the same effect as any of the foregoing other than liens arising by operation of law;

**Equal Ranking Creditors** means creditors of the Issuer (present and future), other than Holders, whose claims against the Issuer arise under instruments issued by the Issuer as Relevant Term Subordinated Instruments;

**Event of Default** means the happening of any event set out in clause 8.1;

**External Administrator** means, in respect of a person:

- (a) a liquidator, a provisional liquidator, an administrator or a statutory manager of that person; or
- (b) a receiver, or a receiver and manager, in respect of all or substantially all of the assets and undertakings of that person,

or in either case any similar official;

**Face Value** means the principal amount of each Subordinated Note, being A\$10,000 or such other amount specified in the applicable Pricing Supplement;

**Fallback Rate** means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with clause 3.5;

**FATCA** means:

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

**FATCA Withholding** means any deduction or withholding arising under or in connection with, or in order to ensure compliance with FATCA;

**Final Fallback Rate** means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Applicable Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Applicable Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that
- (b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a), the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate;

**Financial Year** means a period of 12 months beginning on 1 July in any year and ending on 30 June in the following year;

**Fixed Rate Subordinated Note** means a Subordinated Note on which interest is calculated at a fixed rate and payable in arrears on a fixed date or fixed dates in each year or in respect of any other period or on any date specified in the relevant Pricing Supplement;

**Fixed Rate Period** means the period commencing on the Issue Date and concluding on the date immediately prior to the Floating Rate Commencement Date;

**Fixed-to-Floating Rate Subordinated Note** means a Subordinated Note on which Interest is calculated in accordance with clause 3.3 for the Fixed Rate Period and in accordance with clause 3.4 for the Floating Rate Period;

**Floating Rate Commencement Date** means the date (if any) specified as such in the relevant Pricing Supplement;

**Floating Rate Subordinated Note** means a Subordinated Note on which interest is calculated at a floating rate payable 1, 2, 3, 6, or 12 monthly or in respect of any other period or on any date specified in the relevant Pricing Supplement;

**Floating Rate Period** means the period commencing on the Floating Rate Commencement Date and concluding on the date on which no Subordinated Notes of a Series remain Outstanding;

**Foreign Holder** means a Holder:

- (a) whose address in the Register is a place outside Australia; or
- (b) who the Issuer otherwise believes may not be a resident of Australia or may be a person to whom the issue of Ordinary Shares may be restricted by the laws of another jurisdiction (but the Issuer will not be bound to enquire into those laws);

**Holder** means, in respect of a Subordinated Note:

- (a) for the purposes of determining the person entitled to be treated as the holder of Ordinary Shares or to be allotted and issued Ordinary Shares under these Terms and purposes incidental thereto (including, without limitation, for the purposes of clauses 6.2(e), 7.1, 7.10, 7.11 and 7.16), or where Ordinary Shares are to be issued to a Nominee, the Proceeds of sale of Ordinary Shares and the amount of their entitlements, for so long as

a Subordinated Note is held in the Austraclear System and Ordinary Shares are not able to be lodged in the Austraclear System, a person who is the relevant Austraclear Participant; and

- (b) for all other purposes, the person whose name is entered on the Register as the holder of that Subordinated Note;

**Holder Details Notice** means a notice in the form available from the Registrar;

**Inability Event** means the Issuer is prevented by applicable law, or order of any court, or action of any government authority or External Administrator (including regarding the insolvency, winding-up or other external administration of the Issuer) or any other reason from Converting the Subordinated Notes;

**Ineligible Holder** means:

- (a) a Holder who the Issuer believes is prohibited or restricted by any applicable law or regulation in force in Australia (including but not limited to Chapter 6 of the Corporations Act, the Foreign Acquisitions and Takeovers Act 1975 of Australia, the Financial Sector (Shareholdings) Act 1998 of Australia, Part IV of the Competition and Consumer Act 2010 of Australia and the Insurance Acquisitions and Takeovers Act 1991 of Australia) from being offered, holding or acquiring Ordinary Shares (as to which the Issuer will not be bound to enquire); or
- (b) a Foreign Holder;

**Information Memorandum** means the Information Memorandum relating to the offering and issuance of the Subordinated Notes dated on or around 24 April 2026 as amended or replaced from time to time and as supplemented by the relevant Pricing Supplement;

**Insurance Act** means the Insurance Act 1973 of Australia;

**Interest** has the meaning given in clause 3.1;

**Interest Deferral Notice** has the meaning given in clause 3.9(b);

**Interest Commencement Date** means the Issue Date or such other date as may be specified as such in the Pricing Supplement;

**Interest Determination Date** means, in respect of an Interest Period:

- (a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph (iv)(C) of clause 3.5, the first day of that Interest Period; and
- (b) otherwise, the fifth Business Day prior to the last day of that Interest Period;

**Interest Notice** has the meaning given in clause 4.2;

**Interest Payment Date** means, in respect of a Subordinated Note:

- (a) each date specified as such in the relevant Pricing Supplement (until the first to occur of the Maturity Date and an Early Redemption Date in respect of that Subordinated Note); and
- (b) any Resale Date,

as adjusted in accordance with the relevant Business Day Convention specified in the Pricing Supplement;

**Interest Period** means, for a Subordinated Note, each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Issue Date; and

- (b) the final Interest Period ends on (but excludes) the Maturity Date or the Early Redemption Date;

**Interest Rate** means, in respect of an Interest Period, for a Subordinated Note, the interest rate (expressed as a percentage per annum) payable in respect of that Subordinated Note calculated or determined in accordance with clause 3.2 and clause 3.3, 3.4 or 3.6 (as applicable);

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

**Issue Date VWAP** means, for a Series of Subordinated Notes, the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding but not including the first date on which the Subordinated Notes of the Series were issued, as adjusted in accordance with clause 7;

**Issue Price** has the meaning specified in the Pricing Supplement;

**Issuer** means Suncorp Group Limited (ABN 66 145 290 124);

**Issuer Details Notice** has the meaning given in clause 16.1(d);

**Junior Ranking Creditors** means in respect of the Subordinated Notes, creditors of the Issuer (present and future) whose claims against the Issuer arise under instruments issued by the Issuer as Relevant Tier 1 Capital Instruments or whose claims are in respect of a shareholding including the claims described in section 563AA and in section 563A of the Corporations Act;

**Junior Ranking Instruments** means:

- (a) instruments issued by the Issuer as Relevant Tier 1 Capital Instruments; and
- (b) any shares (including Ordinary Shares) in the capital of the Issuer;

**Life Insurance Act** means the Life Insurance Act 1995 of Australia;

**Margin** has the meaning given in clause 3.4;

**Maturity Date** means, for a Subordinated Note, the date specified as such in the applicable Pricing Supplement, as adjusted in accordance with the relevant Business Day Convention;

**Maximum Conversion Number** has the meaning given in clause 7.1;

**Meeting Provisions** means the provisions for meetings of the Holders set out in Schedule 1 (Meeting Provisions) to the Deed Poll;

**NOHC Authorisation** means the Issuer's authorisation to be a non-operating holding company of a general insurer dated 30 November 2010 and varied on 4 October 2022 (as further amended, supplemented, varied or replaced from time to time) or any successor requirement as designated by APRA;

**Nominated Purchaser** means, subject to clause 5.11(c), one or more third parties selected by the Issuer in its absolute discretion;

**Nominee** means each nominee (who cannot be a Related Entity of the Issuer) appointed by the Issuer under a facility established for the sale or transfer of Ordinary Shares issued on Conversion, in accordance with clause 7.11;

**Non-Viability Determination** has the meaning given in clause 6.1;

**Non-Viability Trigger Event** has the meaning given in clause 6.1;

**Non-Representative** means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the

Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts;

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

- (a) a non-resident of Australia which does not acquire the Subordinated Notes in carrying on a business at or through a permanent establishment in Australia; or
- (b) a resident of Australia that acquires the Subordinated Notes in carrying on a business at or through a permanent establishment outside Australia;

**Optional Interest Payment Date** means an Interest Payment Date where no interest payments, dividends or other distributions have been made on any Junior Ranking Instruments or Relevant Term Subordinated Instruments (other than a Relevant Term Subordinated Instrument where the terms of that instrument do not enable the Issuer to defer, pass on or eliminate the relevant payment on such Relevant Term Subordinated Instrument) during the Financial Year in which such Interest Payment Date falls;

**Ordinary Resolution** has the meaning given in the Meeting Provisions;

**Ordinary Share** means a fully paid ordinary share in the capital of the Issuer;

**Outstanding** means, in relation to the Subordinated Notes of any Series, all of the Subordinated Notes of that Series other than any Subordinated Notes of that Series which have been Redeemed, Converted, repaid, Written-Off or otherwise satisfied in full;

**Outstanding Principal Amount** means in respect of any Subordinated Note which is Outstanding at any time, the principal amount of the Subordinated Note, and for such purposes:

- (a) subject to paragraph (b), the principal amount of a Subordinated Note issued at a discount, par or at a premium is at any time to be equal to its Face Value; and
- (b) if the principal amount of a Subordinated Note has at any time been Converted or Written-Off as described in, and in accordance with, clause 6, the principal amount of the Subordinated Note will be reduced by the principal amount so Converted or Written-Off at that time;

**Paying Agent** means Austraclear Services Limited (ABN 28 003 284 419) or such other person as the Issuer may appoint to act as paying agent in connection with the Subordinated Notes;

**Payment Default** has the meaning given in clause 8.1(a);

**Permanent Discontinuation Trigger** means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;

- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Subordinated Notes, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Holder;
- (d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Subordinated Notes of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Terms to calculate any payments due to be made to any Subordinated Note Holder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis;

**Permanent Fallback Effective Date** means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;
- (b) in the case of paragraphs (c) and (d) of the definition of “Permanent Discontinuation Trigger”, the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);
- (c) in the case of paragraph (e) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rates continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of “Permanent Discontinuation Trigger”, the date that event occurs;

**Pricing Supplement** means, in respect of a Tranche of Subordinated Notes, the applicable pricing supplement or supplement prepared and issued in relation to that Tranche of Subordinated Notes which has been confirmed in writing by the Issuer;

**Proceeds** means the net proceeds of a sale of Ordinary Shares attributable to the Holder actually received by the Nominee calculated after deduction of any applicable brokerage, stamp duty and

other taxes (including, without limitation, FATCA Withholding) and charges, including the Nominee's reasonable out of pocket Costs properly incurred by it or on its behalf in connection with such sale from the sale price of the Ordinary Shares;

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

**Prudential Standards** means the prudential standards and guidelines of APRA applicable to a Regulated Entity within the Suncorp Group from time to time;

**Publication Time** means:

- (a) in respect of the BBSW Rate, 12.00noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology;

**RBA Recommended Fallback Rate** means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be the RBA Recommended Rate for that Interest Period and Interest Determination Date;

**RBA Recommended Rate** means, in respect of any relevant day (including any day "i"), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day;

**Record Date** means, for payment of Interest, the date which is eight calendar days before the applicable Interest Payment Date or any other date so specified in the Pricing Supplement;

**Redemption** means the redemption of a Subordinated Note in accordance with clause 5 and the words **Redeem** and **Redeemed** bear their corresponding meanings;

**Register** means a register, including any branch register, of Holders established and maintained by or on behalf of the Issuer in which is entered the names and addresses of Holders, the amount of Subordinated Notes held by each Holder and the Tranche, Series and date of issue and transfer of those Subordinated Notes, and any other particulars which the Issuer sees fit;

**Registrar** means Austraclear Services Limited (ABN 28 003 284 419) or any other person appointed by the Issuer to maintain the Register and perform any other duties as specified in the Registry Agreement;

**Registry Agreement** means the agreement entitled "The ASX Austraclear Registry and IPA Services Agreement" dated on or about 18 July 2024 between the Issuer and Austraclear Services Limited (ABN 28 003 284 419);

**Registry Office** means the office of the Registrar as specified in the Information Memorandum or such other office which is notified by the Issuer to Holders from time to time;

**Regulated Entity** means a general insurer under the Insurance Act, any authorised non-operating holding company of such entity, or other prudentially regulated entity;

**Regulatory Event** means:

- (a) the receipt by the Directors of an opinion from a reputable legal counsel that, as a result of any amendment to, clarification of or change (including any announcement of a change that will be introduced) in any law or regulation (including prudential standards) or any official administrative pronouncement or action or judicial decision interpreting or applying such laws or regulation or any statement of APRA which amendment, clarification or

change is effective, or pronouncement, action or decision is announced, on or after the Issue Date (and which, on the Issue Date, is not expected by the Issuer to come into effect), additional requirements (which are more than de minimis) would be imposed on the Issuer in relation to or in connection with Subordinated Notes of the relevant Series which the Directors determine, in their absolute discretion, to be unacceptable;

- (b) following a notification from, or announcement or determination by, APRA, the Directors determine in their absolute discretion that the Issuer is not or will not be entitled to treat the Subordinated Notes of the relevant Series in full as Relevant Term Subordinated Instruments, except where the reason the Issuer is not entitled to so treat the Subordinated Notes is because of a prudential limit or other restriction which is in effect on the Issue Date or which on the Issue Date is expected by the Issuer to come into effect;

**Related Entity** has the meaning given by APRA from time to time;

**Relevant Financial Centre** has the meaning specified in the Pricing Supplement;

**Relevant Subordinated Instruments** means Relevant Tier 1 Capital Instruments and Relevant Term Subordinated Instruments;

**Relevant Term Subordinated Instrument** means a term subordinated instrument issued by the Issuer or another member of the Suncorp Group which:

- (a) in accordance with its terms or by operation of law, is capable of being converted into Ordinary Shares or written-off where APRA makes a determination as referred to in clause 6.1; and
- (b) has been confirmed in writing by APRA to the Issuer either:
  - (i) as constituting as at the date of its issue an instrument the proceeds of which APRA permits the Suncorp Group to use to fund Tier 2 Capital of a Regulated Entity within the Suncorp Group, and includes, for so long as they are on issue, the Subordinated Notes; or
  - (ii) if the Issuer becomes the head of a Level 2 insurance group (as defined in APRA's prudential standards), as constituting Tier 2 Capital of that group

**Relevant Tier 1 Capital Instrument** means a perpetual subordinated instrument issued by the Issuer or another member of the Suncorp Group which:

- (a) in accordance with its terms or by operation of law, is capable of being converted into Ordinary Shares or written-off where APRA makes a determination as referred to in clause 6.1; and
- (b) constitutes Eligible Additional Tier 1 Capital of the Issuer or the Suncorp Group as at the date of its issue;

**Reorganisation** means, in relation to the Issuer, a division, consolidation or reclassification of the Issuer's share capital not involving any cash payment or other distribution (or consideration) to or by holders of Ordinary Shares;

**Resale** means, in relation to a Subordinated Note, the transfer of rights in accordance with clause 5.11 with respect to that Subordinated Note, and **Resold** and **Resell** have corresponding meanings;

**Resale Date** means the date on which a Subordinated Note is to be Resold as specified in the Resale Notice or if that day is not a Business Day, the following Business Day;

**Resale Notice** means has the meaning given in clause 5.6(a);

**Resale Price** means, in relation to a Subordinated Note, an amount equal to the Outstanding Principal Amount;

**Scheduled Optional Redemption or Resale Date** means, in relation to the Subordinated Notes, each date specified as such in the applicable Pricing Supplement;

**Senior Ranking Creditors** means all creditors of the Issuer (present and future) other than:

- (a) Holders;
- (b) Equal Ranking Creditors; and
- (c) Junior Ranking Creditors;

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

**Solvency Condition** has the meaning given in clause 2.2;

a person is **Solvent** if:

- (a) it is able to pay its debts when they fall due; and
- (b) its assets exceed its liabilities,

in each case, determined on an unconsolidated stand-alone basis;

**Special Resolution** has the meaning given in the Meeting Provisions;

**Specified Office** means, for a person, that person's office specified in the Information Memorandum or any other address notified to Holders from time to time;

**Subordinated Note** has the meaning given in clause 1.1;

**Subsidiary** has the meaning given in the Corporations Act;

**Suncorp Group** means the Issuer and each of its Subsidiaries;

**Supervisor** means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate;

**Supervisor Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate;

**Taxes** means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the net income of the Holder;

**Tax Event** means the receipt by the Directors of an opinion from a reputable legal counsel or other tax adviser in Australia, experienced in such matters to the effect that, as a result of:

- (a) any amendment to, clarification of, or change (including any announcement of a change that has been or will be introduced), in the laws or treaties or any regulations of Australia or any political subdivision or taxing authority of Australia affecting taxation;
- (b) any judicial decision, official administrative pronouncement, published or private ruling, regulatory procedure, notice or announcement (including any notice or announcement of intent to adopt such procedures or regulations) affecting taxation (Administrative Action);  
or

- (c) any amendment to, clarification of, or change in an Administrative Action that provides for a position that differs from the current generally accepted position; or
- (d) a challenge asserted or threatened in writing in connection with the Subordinated Notes relating to taxation,

in each case, by any legislative body, court, governmental authority or regulatory body, irrespective of the manner in which such amendment, clarification, change or Administrative Action is made known, which amendment, clarification, change or Administrative Action is effective, or which pronouncement or decision is announced, on or after the Issue Date and which is not expected by the Issuer on the Issue Date, there is more than an insubstantial risk which the Directors determine (having received all approvals they consider in their absolute discretion to be necessary (including from APRA)) at their absolute discretion to be unacceptable that:

- (e) the Issuer would be required to pay Additional Amounts in respect of the Subordinated Notes of the relevant Series;
- (f) any interest payable in respect of the Subordinated Notes of the relevant Series is not or may not be allowed as a deduction for Australian income tax purposes (whether in full or to some material extent); or
- (g) the Issuer would be exposed to more than a de minimis increase in its costs (including without limitation through the imposition of any taxes, duties, assessments or other charges or as a consequence of the Subordinated Notes of the relevant Series not satisfying the requirements of a “debt interest” as that term is defined in the Tax Legislation) or more than a de minimis adverse tax consequence in relation to the Subordinated Notes of the relevant Series;

**Tax Legislation** means:

- (a) the Income Tax Assessment Act 1936 of Australia, the Income Tax Assessment Act 1997 of Australia or the Taxation Administration Act 1953 of Australia (and a reference to any section of the Income Tax Assessment Act 1936 includes a reference to that section as rewritten in the Income Tax Assessment 1997);
- (b) any other law setting the rate of income tax payable; and
- (c) any regulation made under such laws;

**Temporary Disruption Trigger** means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate;

**Terms** means these terms and conditions as supplemented and amended for any particular Subordinated Notes by the terms of the relevant Pricing Supplement;

**Tier 1 Capital** means Tier 1 capital as defined by APRA in accordance with the Prudential Standards from time to time;

**Tier 2 Capital** means Tier 2 capital as defined by APRA in accordance with the Prudential Standards from time to time;

**Tranche** means an issue of Subordinated Notes specified as such in the relevant Pricing Supplement which are issued on the same terms except that the Issue Price, Issue Date and first Interest Payment Date and Interest Commencement Date may be different;

**Trigger Event Date** means the date on which APRA notifies the Issuer of a Non-Viability Trigger Event as contemplated in clause 6.1;

**Trigger Event Notice** has the meaning given in clause 6.2(d);

**VWAP** means, subject to any adjustments made under clause 7, the average of the daily volume weighted average prices of Ordinary Shares traded on ASX during the relevant period or the relevant days (such average being rounded to the nearest full cent) but does not include any "Crossing" transacted outside the "Open Session State" or any "Special Crossing" transacted at any time, each as defined in the ASX Operating Rules, or any overseas trades pursuant to the exercise of options over Ordinary Shares;

**VWAP Period** means:

- (a) in the case of the Issue Date VWAP, the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Issue Date; or
- (b) in the case of a Conversion on account of a Non-Viability Trigger Event, the period of five Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Trigger Event Date;

**Winding-up Default** has the meaning given in clause 8.1(b);

**Write-Off Notice** has the meaning given in clause 6.5; and

**Written-Off** has the meaning given in clause 6.5 and **Write-Off** has a corresponding meaning.

## SELLING RESTRICTIONS

*Under the Dealer Agreement dated on or about 24 April 2026 between the Issuer, the Arranger and the Dealers (as amended and supplemented from time to time, the **Dealer Agreement**) and subject to the Terms contained in the Information Memorandum, the Notes will be offered by the Issuer through the Dealers. The Issuer has the sole right to accept any offer to purchase Notes and may reject that offer in whole or (subject to the terms of the offer) in part. Each Dealer has the right to reject any offer to purchase Notes made to it in whole or (subject to the terms of such offer) in part. The Issuer is entitled under the Dealer Agreement to appoint one or more financial institutions as a Dealer for a particular Tranche of Notes or the Programme generally. At the time of any appointment, each such financial institution will be required to represent and agree to the selling restrictions applicable at that time.*

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

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

*The following selling and distribution restrictions apply.*

### 1. General

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

Persons into whose hands this Information Memorandum comes are required by the Issuer, the Arranger and the Dealers to comply with all applicable laws, regulations and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Notes or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any Notes under any applicable law, regulation or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and neither the Issuer nor the Arranger or any Dealer has responsibility for such matters. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

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

### 2. Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Programme or any Notes has been, or will be, lodged with ASIC or the Australian Securities Exchange operated by ASX Limited (**ASX**). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the relevant Pricing Supplement (or another supplement to this Information Memorandum) otherwise provides, it:

- (a) has not (directly or indirectly) made or invited, and will not make or invite, an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and

- (b) has not distributed or published, and will not distribute or publish, any Information Memorandum or any other offering material or advertisement relating to any Notes in, or into, Australia,

unless:

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

### 3. The United States of America

The Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or in transactions exempt from the registration requirements of the U.S. Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it, its affiliates and any person acting on its or their behalf will not offer or sell the Notes constituting part of its allotment within the United States, or to, or for the account or benefit of, U.S. persons, or engage in "directed selling efforts" (as such term is defined in Regulation S):

- (a) as part of its distribution at any time; and
- (b) otherwise until 40 days after completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the joint lead manager,

except in an offshore transaction in accordance with Rule 903 of Regulation S.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or other notice substantially to the following effect:

"The Notes covered hereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of such Dealer's distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Tranche of Notes of which such Notes are a part, except in either case in accordance with Rule 903 of Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Until 40 days after the completion of the distribution of all Notes of the Tranche of which those Notes are a part, an offer or sale of Notes within the United States by any Dealer acting in relation to that Tranche or other distributor (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the U.S. Securities Act.

### 4. The United Kingdom

*Prohibition of Sales to UK Retail Investors*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell or distribute otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement, in relation thereto to any retail investor in the United Kingdom (**UK**). For the purposes of this provision:

- (a) the expression **retail investor** means a person who is either one (or both) of the following:
  - (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or
  - (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024; and
- (b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in the UK except that it may make an offer:

- (A) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;
- (B) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer;
- (C) at any time if the denomination per Note being offered amounts to at least GBP50,000 (or equivalent); or
- (D) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression “an offer of Notes to the public” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes and the expression **POATRs** means the Public Offers and Admissions to Trading Regulations 2024.

#### *Other regulatory restrictions*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

## **5. European Economic Area**

### *Prohibition of sales to EEA retail investors*

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

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
  - (ii) a customer within the meaning of the Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **EU Prospectus Regulation**); and
- (b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

## 6. Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Act No. 25 of 1948, as amended, the **FIEL**) and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes directly or indirectly in Japan or to, or for the account or benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, any Japanese Person, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEL and any other applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental authorities in effect at the relevant time. For the purposes of this paragraph, **Japanese Person** means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

## 7. Hong Kong

In relation to each Tranche of Notes to be issued by an Issuer under the Programme, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (c) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the **SFO**) other than:
  - (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or
  - (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (as amended) of Hong Kong (the **C(WUMPO)**) or which do not constitute an offer to the public within the meaning of the C(WUMPO); and
- (d) it has not issued or had in its possession for the purposes of issue, and will not issue, or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

## 8. Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the *Securities and Futures Act 2001* of Singapore, as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time (the **SFA**)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore.

## 9. New Zealand

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered, directly or indirectly any Notes, and it has not distributed and will not distribute, directly or indirectly, any offering memorandum, pricing or series supplement or advertisement in relation to any offer of Notes, in each case in New Zealand, other than to persons who are "**wholesale investors**" within the meaning of clause 3(2)(a), (c) or (d) of Schedule 1 of the Financial Markets Conduct Act 2013 of New Zealand (the **FMCA**), being persons who fall within one or more of the following categories of "**wholesale investor**":

- (b) a person that is an "**investment business**" within the meaning of clause 37 of Schedule 1 of the FMCA;
- (c) a person that is "**large**" within the meaning of clause 39 of Schedule 1 of the FMCA; or
- (d) a person that is a "**government agency**" within the meaning of clause 40 of Schedule 1 of the FMCA,

in each case as defined in Schedule 1 to the FMCA, provided (for the avoidance of doubt) that the Debt Instruments may not be offered or transferred to any "**eligible investor**" (as defined in clause 41 of Schedule 1 to the FMCA), or to any person who, under clause 3(2)(b) of Schedule 1 to the FMCA, meets the investment activity criteria specified in clause 38 of that Schedule.

## 10. Variation

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

## AUSTRALIAN TAXATION

The following is a summary of the withholding tax treatment under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, **Australian Tax Act**), at the date of this Information Memorandum, of payments of interest (as defined in the Australian Tax Act) on the Notes to be issued by the Issuer under the Programme and certain other matters. A term used below but not otherwise defined has the meaning given to it in the relevant Terms.

It is not exhaustive and, in particular, does not deal with the position of certain classes of holders of Notes (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of other persons).

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

This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular Noteholder. Prospective holders of Notes are urged to satisfy themselves as to the overall tax consequences of purchasing, holding and/or selling Notes and should consult their professional advisers on the tax implications of an investment in the Notes for their particular circumstances.

### **Subordinated Notes**

This section contains a summary that applies to holders of Subordinated Notes that are:

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

#### **1. Interest withholding tax**

The Australian Tax Act characterises securities as either "debt interests" (for all entities) or "equity interests" (for companies) including for the purposes of Australian interest withholding tax (**IWT**) and dividend withholding tax. The Issuer intends to issue Subordinated Notes which will be characterised as both "debt interests" and "debentures" for these purposes. If Subordinated Notes are issued which are not so characterised, further information on the material Australian tax consequences of payments of interest and certain other amounts on those Subordinated Notes will be specified in the relevant Pricing Supplement (or another relevant supplement to this Information Memorandum).

For Australian IWT purposes, "interest" is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts.

There are specific rules that can apply to treat a portion of the purchase price of Subordinated Notes as interest for interest withholding tax purposes if the Subordinated Notes were originally issued at a discount, have a maturity premium or if they do not pay interest at least annually and they are acquired by an Australian Subordinated Noteholder. The rules do not apply if the deemed interest would have been exempt under section 128F of the 1936 Act if the Subordinated Notes had been held to maturity by a non-resident.

##### *Australian Subordinated Noteholders*

Payments of interest in respect of the Subordinated Notes to Australian Noteholders should not be subject to Australian IWT. See paragraph 4 below for other withholding taxes that may be applicable to Australian Noteholders.

##### *Non-Australian Subordinated Noteholders*

Australian IWT may be payable (currently at a rate of 10%) of the gross amount of interest paid by the Issuer to a Non-Australian Subordinated Noteholder, unless an exemption is available.

(a) **Section 128F exemption from IWT**

An exemption from Australian IWT is available if the requirements in section 128F of the Australian Tax Act are satisfied.

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

In broad terms, the requirements are as follows:

- (i) the Issuer is a company that is a resident of Australia when it issues those Subordinated Notes and when interest (as in the meaning of that term is extended by section 128A(1AB) of the Australian Tax Act) is paid;
- (ii) the Subordinated Notes are issued in a manner which satisfies the public offer test in section 128F of the Australian Tax Act. In relation to the Subordinated Notes, there are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering those Subordinated Notes for issue. In summary, the five methods are:
  - offers to 10 or more unrelated financiers, securities dealers or entities that carry on the business of investing in securities;
  - offers to 100 or more investors of a certain type;
  - offers of listed Subordinated Notes;
  - offers via publicly available information sources; and
  - offers to a dealer, manager or underwriter who offers to sell those Subordinated Notes within 30 days by one of the preceding methods.
- (iii) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that those Subordinated Notes or interests in those Subordinated Notes were being, or would later be, acquired, directly or indirectly, by an "associate" of the Issuer, except as permitted by section 128F(5) of the Australian Tax Act; and
- (iv) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an "associate" of the Issuer, except as permitted by section 128F(6) of the Australian Tax Act.

The definition of "associate" used in the Australian Tax Act applies broadly and is complex. In summary (an non-exhaustively), an associate of the Issuer for the purposes of section 128F of the Australian Tax Act would include:

- an entity which (alone or with others) holds more than 50% of the voting shares of, or otherwise sufficiently influences, the Issuer;<sup>1</sup>
- an entity in which more than 50% of the voting shares are held by, or which is otherwise sufficiently influenced by, the Issuer (alone or with other entities);<sup>2</sup>

---

<sup>1</sup> A company is sufficiently influenced by an entity or entities if the company, or its directors, are accustomed or under an obligation (whether formal or informal), or might reasonably be expected, to act in accordance with the directions, instructions or wishes of the entity or entities (whether those directions, instructions or wishes are, or might reasonably be expected to be, communicated directly or through interposed companies, partnerships or trusts).

<sup>2</sup> See footnote 1 for an explanation of the term "sufficiently influenced".

- a trustee of a trust where the Issuer is capable of benefiting (whether directly or indirectly) under that trust; and
- a person or entity who is an "associate" of another person or company which is an "associate" of the Issuer.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (iii) and (iv) above), "associate" does not include:

- (A) an Australian Subordinated Noteholder; or
- (B) a Non-Australian Subordinated Noteholder that is acting in the capacity of:
  - (aa) in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Subordinated Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme (for the purposes of the *Corporations Act 2001* (Cth)); or
  - (bb) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (for the purpose of the *Corporations Act 2001* (Cth)).

(b) **Other exemptions**

The Australian government has signed new or amended double tax conventions (**Specified Treaties**) with a number of countries (each a **Specified Country**), which contain certain exemptions from IWT. The Specified Treaties apply to interest derived by a resident of a Specified Country.

In broad terms, the Specified Treaties effectively prevent IWT being imposed on interest derived by:

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

Whether an exemption is available depends on the terms of the Specified Treaty, Subordinated Noteholders should consult their own appropriate professional advisers as to whether any such exemptions from IWT are available in their particular circumstances.

(c) **Payment of additional amounts**

As set out in more detail in the Subordinated Note Terms, and unless expressly provided to the contrary in the relevant Pricing Supplement (or another relevant supplement to this Information Memorandum), if a law requires the Issuer to deduct or withhold an amount in respect of any Taxes (as defined in the Subordinated Note Terms) in respect of the Subordinated Notes, the Issuer must, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that each holder receives the amount it would have received if no deductions or withholdings had been required to be made.

## 2. Income in respect of Subordinated Notes

Subordinated Noteholders will generally receive interest on the Subordinated Notes. Division 230 of the Australian Tax Act will apply to determine the tax treatment of "financial arrangements" for many Australian Subordinated Noteholders. The Subordinated Notes would be "financial arrangements". Division 230 sets out a number of methods that may be available to recognise the quantum and timing

of income (including interest) and deductions arising in relation to financial arrangements, including accruals, realisation, reliance on financial reports, fair value, foreign exchange retranslation and hedging. It also generally removes the distinction between capital and revenue by characterising gains or losses in respect of financial arrangements as being on revenue account.

Division 230 mandatorily applies to taxpayers (provided certain *de minimis* thresholds or other requirements are met or, if those thresholds or requirements are not met, the taxpayer elects for the regime to apply). However, individuals are generally excluded from the operation of Division 230 unless they elect for it to apply.

If Division 230 does not apply, interest derived by Australian Subordinated Noteholders will still ordinarily be required to be included in those noteholders' assessable income in determining their Australian taxable income.

Interest withholding tax is a final tax for non-residents. Therefore, non-resident noteholders who do not hold their Subordinated Notes in carrying on business at or through a permanent establishment in Australia and who either pay interest withholding tax or are exempt on one of the bases outlined above should not be required to lodge an income tax return in Australia merely because they receive interest on the Subordinated Notes.

Any interest paid to an Australian resident noteholder who holds Subordinated Notes in the course of carrying on business at or through a permanent establishment outside Australia to which interest withholding tax applies or which is exempted from interest withholding tax (as outlined above) may not be required to be included in such a noteholders' assessable income in determining their Australian taxable income.

### **3. Sale or redemption of Subordinated Notes**

#### **(a) Non-Australian Subordinated Noteholders**

- (i) A noteholder who is a non-resident of Australia will not be subject to tax on any gains realised from the sale or redemption of the Subordinated Notes if the Subordinated Notes are not held in the course of the noteholder carrying on business at or through a permanent establishment in Australia and provided such gains do not have an Australian source.
- (ii) In addition, a noteholder who is a resident of a country which has a double tax agreement with Australia may be entitled to additional relief from tax on any gains realised from the sale or redemption of the Subordinated Notes.
- (iii) Special rules apply to the taxation of resident noteholders who realise a gain or loss from the sale or redemption of the Subordinated Notes in the course of carrying on business at or through a permanent establishment outside Australia. Any gain from the sale or redemption of the Subordinated Notes may, in this case, not be subject to tax in Australia.

#### **(b) Australian Subordinated Noteholders**

- (i) As discussed above, Division 230 will apply to many Australian Subordinated Noteholders to determine the quantum and timing of income and deductions arising in relation to the Notes, including in relation to gains and losses on redemption.
- (ii) Even if Division 230 does not apply, Australian Subordinated Noteholders will ordinarily be required to include any gain from the sale or redemption of the Subordinated Notes in their assessable income in determining their Australian taxable income. They should ordinarily be entitled to a deduction for any loss from the sale or redemption of the Notes.

### **4. Other tax matters**

Under Australian laws as presently in effect:

- **death duties** – Subordinated Notes should not be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- **stamp duty and other taxes** – no ad valorem stamp, issue, registration or similar taxes should be payable in Australia on the issue or transfer of any Subordinated Notes. In addition, no ad valorem stamp, issue, registration or similar taxes should be payable in Australia on Exchange as long as the Issuer has the entirety of its share capital quoted on the ASX and no Holder (alone, with its associates, or with other parties who will be gaining an interest in the Issuer upon Exchange) will acquire or hold a 90% or more interest in the Issuer;
- **other withholding taxes on payments in respect of Subordinated Notes** – withholding tax is imposed at the rate of (currently) 47% on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (**TFN**), (in certain circumstances) an Australian Business Number (**ABN**) or proof of some other exception (as appropriate).

Assuming the requirements of Section 128F of the Australian Tax Act are satisfied with respect to the Subordinated Notes, then this withholding tax does not apply to payments to a holder of Subordinated Notes in registered form who is not a resident of Australia and not holding those Subordinated Notes in the course of carrying on business at or through a permanent establishment in Australia. Payments to other classes of holders of Subordinated Notes in registered form may be subject to a withholding where the holder of those Subordinated Notes does not quote a TFN, ABN or provide proof of an appropriate exemption (as appropriate);

- **additional withholdings from certain payments to non-residents** – the Governor-General may make regulations requiring withholding from certain payments to non-residents (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). However, the possible application of any future regulations to the proceeds of any sale of the Subordinated Notes will need to be monitored;
- **garnishee directions by the Commissioner of Taxation** – the Commissioner may give a direction requiring the Issuer to deduct or withhold from any payment (including to a holder of the Subordinated Notes) any amount in respect of Australian tax payable by the holder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and make any deduction required by that direction;
- **supply withholding tax** – payments in respect of the Subordinated Notes can be made free and clear of "supply withholding tax"; and
- **goods and services tax (GST)** – neither the issue nor receipt of the Subordinated Notes should give rise to a liability for GST in Australia on the basis that the supply of Subordinated Notes should comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST- free supply.

## 5. Non-Viability Trigger Event

The rights of Holders to a return of all or part of the principal of the Subordinated Notes and accrued interest will be affected if a Non-Viability Trigger Event occurs. Holders should obtain their own advice in relation to the tax consequences of such an event.

### Capital Notes

*This section contains a summary of the Australian tax consequences for:*

- *certain Capital Noteholders who are tax residents of Australia (**Australian Resident Capital Noteholders**); and*
- *certain Capital Noteholders who are not tax residents of Australia (**Non-Resident Capital Noteholders**), and who subscribe for Capital Notes under the Programme and hold them on capital account for tax purposes;*

This summary does not consider the consequences for Capital Noteholders who:

- *acquire Capital Notes otherwise than under the Programme;*
- *hold Capital Notes in their business of trading, dealing in securities or otherwise hold their Capital Notes on revenue account or as trading stock;*
- *are subject to the “taxation of financial arrangements” (TOFA) provisions in Division 230 of the Australian Tax Act in relation to their holdings of Capital Notes;*
- *in relation to an Australian Resident Capital Noteholder, hold their Capital Notes through a permanent establishment outside of Australia; or*
- *in relation to a Non-Resident Capital Noteholder, hold their Capital Notes through a permanent establishment in Australia.*

## 1. **Class Ruling on Capital Notes**

The Issuer has applied to the ATO for a class ruling to confirm principal tax consequences for Australian Resident Capital Noteholders (**Class Ruling**).

It is expected that the Class Ruling will be issued shortly after Capital Notes are issued. When issued, the Class Ruling will be available on the ATO and Suncorp websites.

When issued, it is expected that the Class Ruling will:

- (a) only apply to Capital Noteholders who fall within the class of entities described in the Class Ruling. In particular, it is expected that the Class Ruling will only apply to Australian Resident Capital Noteholders who subscribe for and acquire Capital Notes by initial application under this Information Memorandum, who hold their Capital Notes on capital account and who are not subject to the TOFA provisions in relation to the gains and losses on Capital Notes. Therefore, the Class Ruling will not apply to all Capital Noteholders;
- (b) not consider the Australian tax implications of Non-Resident Capital Noteholder who hold their Capital Notes through a permanent establishment in Australia;
- (c) not consider the tax treatment of Distributions made to trustee or partnership Capital Noteholders;
- (d) only bind the Commissioner if the transactions in respect of the Capital Notes are carried out in the specific manner described in the Class Ruling; and
- (e) only rule on the relevant taxation laws and regulation that apply at the time the Class Ruling is issued.

## 2. **Distributions on Capital Notes**

For Australian income tax purposes, Capital Notes should be characterised as “non-share equity interests”.

### 2.1 *Australian Resident Capital Noteholders*

Distributions on Capital Notes should constitute non-share dividends that are frankable.

Australian Resident Capital Noteholders should be required to include the amount of any Distributions in their assessable income.

Distributions on Capital Notes may be fully franked, partially franked or unfranked. The following comments apply to a Distribution on Capital Notes that is fully or partially franked. The general position is that, provided that an Australian Resident Capital Noteholder is a “qualified person” in relation to a Distribution and the ATO does not seek to apply any anti-avoidance rules to effectively deny the benefit

of franking credits to the Australian Resident Capital Noteholder, an Australian Resident Capital Noteholder:

- (a) should include the amount of the Distribution and an amount equal to the franking credits attached to the Distribution in their assessable income in the year in which the Australian Resident Capital Noteholder received the Distribution; and
- (b) should be entitled to a tax offset equal to the amount of the franking credits attached to the Distribution.

Australian Resident Capital Noteholders who are individuals or complying superannuation entities entitled to receive tax offsets may be able to either reduce the tax payable by the Capital Noteholder, or receive a tax refund if the tax offset equal to the franking credits attached to a Distribution exceeds the tax otherwise payable by the Capital Noteholder. Australian Resident Capital Noteholders that are companies are not entitled to tax refunds of excess tax offsets. Any excess tax offsets may be converted to a tax loss and carried forward to future years (subject to satisfaction of certain tax loss carry forward rules and other qualifications).

Broadly, an Australian Resident Capital Noteholder will meet the requirements to be a 'qualified person' if they meet the "holding period rule" and "related payments rule":

- (a) "*Holding period rule*" – broadly, the "holding period rule" requires the Capital Noteholder to continuously hold their Capital Notes 'at risk' for a continuous period of at least 90 days (excluding the days of acquisition and disposal) within a period beginning on the day after the day on which Capital Notes are acquired and ending on the 90<sup>th</sup> day after the day on which Capital Notes become ex-Distribution to be eligible for a franking tax offset.
- (b) "*Related payments rule*" – in general, the "related payments rule" applies where the Australian Resident Capital Noteholder (or an associate) is under an obligation to make a "related payment" (broadly, a payment that passes on the benefit of the franked Distribution). Under the "related payments rule", an Australian Resident Capital Noteholder must hold their Capital Notes 'at risk' for a continuous period of at least 90 days (excluding the days of acquisition and disposal), within the period beginning 90 days before and ending 90 days after Capital Notes become ex-Distribution.

For Capital Notes to be held 'at risk', an Australian Resident Capital Noteholder must be exposed to at least 30% of the risks of loss and opportunities for gains in respect of Capital Notes. An Australian Resident Capital Noteholder's ability to satisfy the "at risk" requirement may be impacted where the Capital Noteholder undertakes certain risk management strategies (for example, by the use of derivatives or options).

Any Australian Resident Capital Noteholder who is an individual and where the sum of the tax offsets to which the Capital Noteholder is entitled does not exceed \$5,000 in an income year will be automatically treated as a "qualified person" in respect of the Distributions (provided that the Capital Noteholder does not make any "related payment" as described above).

#### **Anti-avoidance rules**

There are certain anti-avoidance rules that can apply to deny the benefit of any franking credits to Australian Resident Capital Noteholders.

Section 177EA of the Australian Tax Act is one such measure that applies to schemes which seek to obtain a tax advantage in relation to imputation benefits. If the Commissioner of Taxation is satisfied of certain factors and section 177EA applies, the Commissioner may make a determination:

- (a) that a franking debit arises in respect of a Distribution; or
- (b) to deny a franking credit benefit on a Distribution.

Based on current case law and ATO practices, the Issuer expects that the Commissioner will make a favourable ruling that neither section 177EA, nor any other anti-avoidance provision, should apply to

Distributions on Capital Notes (subject to the individual circumstances of the Australian Resident Capital Noteholder). Capital Noteholders should refer to the Class Ruling, when available, on this point.

## 2.2 *Non-Resident Capital Noteholders*

In respect of Distributions paid to Non-Resident Capital Noteholders who do not hold their Capital Notes through a permanent establishment in Australia:

- (a) Distributions that are fully franked should not be subject to Australian withholding tax; and
- (b) Where Distributions are unfranked or partially franked, the unfranked proportion will be subject to Australian withholding tax at the current rate of 30%. If the Non-Resident Capital Noteholder is a resident of a country that has a double tax agreement with Australia, this rate may be reduced.

## 3. **Disposal of Capital Notes**

### 3.1 *Disposal other than through Conversion*

#### (a) **Australian Resident Capital Noteholders**

It is expected that the Class Ruling will confirm that Capital Notes will not be “traditional securities”. On that basis, the Capital Gains Tax (**CGT**) provisions should apply to any gains or losses on the disposal of Capital Notes. Capital Noteholders should refer to the Class Ruling, when available, on this point.

A CGT event will occur on the disposal of Capital Notes (including by way of Redemption, Resale and on-market disposal). Australian Resident Capital Noteholders may make a capital gain where the capital proceeds from a disposal are greater than the cost base for Capital Notes, and a capital loss where the capital proceeds from a disposal are less than the reduced cost base for Capital Notes.

Any capital gain should be included in the assessable income of the Australian Resident Capital Noteholder in the income year in which the relevant disposal occurred. Generally, capital losses can only be offset by capital gains and can be carried forward to future years. Australian Resident Capital Noteholders should seek independent advice on their entitlement to offset capital losses with respect to future capital gains.

The first element of the cost base (or reduced cost base) for each Capital Note held by an Australian Resident Capital Noteholder should be equal to the initial amount paid for the Capital Note (i.e. the initial issue price of \$10,000). Other non-deductible amounts associated with acquiring and/or disposing of Capital Notes should also be included in the cost base (or reduced cost base) of Capital Notes.

Each Capital Note should be taken to have been acquired by the Australian Resident Capital Noteholder for CGT purposes on the day Capital Notes are issued to that Capital Noteholder. If the Capital Noteholder has owned Capital Notes for at least 12 months (excluding the days of acquisition and disposal), certain Australian Resident Capital Noteholders may be entitled to receive a CGT discount for any capital gain arising on a CGT event with respect to Capital Notes. The CGT discount may entitle Capital Noteholders to reduce the capital gain on disposal of Capital Notes (after deducting any capital losses) by a half in respect of trusts and individuals, and a third in respect of complying superannuation entities.

In 2018, the Turnbull government announced that “managed investment trusts” and “attribution managed investment trusts” would be prevented from applying the CGT discount at the trust level. This measure has not been legislated and the status of this measure is unclear. This issue should be monitored on an ongoing basis by potential investors.

#### (b) **Non-Resident Capital Noteholders**

On the basis that it is expected that Capital Notes will not be “traditional securities”, any capital gain or capital loss made on the disposal of Capital Notes by a Non-Resident Capital Noteholder

is likely to be disregarded (as Capital Notes are not likely to be “taxable Australian property” for CGT purposes).

### 3.2 *Disposal on Conversion of Capital Notes*

On Conversion, each Capital Noteholder’s rights in relation to each Converted Capital Note will be immediately and irrevocably terminated for an amount equal to the Outstanding Principal Amount of that Capital Note. The Issuer will apply this amount for subscription of Ordinary Shares. For both Australian Resident Capital Noteholders and Non-Resident Capital Noteholders, any capital gain or capital loss on Conversion should be deferred until the subsequent sale of any Ordinary Shares acquired on Conversion. For CGT purposes, a Capital Noteholder is taken to acquire the Ordinary Shares on the date of Conversion. Both the first element of the cost base and reduced cost base of the Ordinary Shares acquired on Conversion should be equal to the cost base and reduced cost base of the relevant Capital Notes.

### 4. **Provision of TFN and/or ABN**

The Issuer may be required to deduct withholding tax from the unfranked part (if any) of distributions (currently at the rate of 47%) unless Capital Noteholders provide the Issuer with a TFN, an ABN or notify the Issuer that the Capital Noteholder is exempt from providing this information.

### 5. **GST**

No GST should be payable by Capital Noteholders on the issue, disposal, Conversion, Exchange, Redemption or Resale of Capital Notes.

Capital Noteholders may be charged GST on costs they incur which relate to the issue, disposal, Conversion, Exchange Redemption or Resale of Capital Notes (e.g. legal, financial or tax adviser fees) and Capital Noteholders may not be entitled to claim input tax credits or may only be entitled to reduced input tax credits in relation to the GST amount incurred on these costs. Capital Noteholders should seek independent tax advice in relation to their individual circumstances.

### 6. **Stamp Duty**

No stamp duty should be payable on the issue, disposal, Conversion, Exchange, Redemption, or Resale of Capital Notes.

This is on the assumption that a Conversion will not result in Capital Noteholders, either individually, together with associated or related persons or as part of substantially one arrangement or acting in concert with other Capital Noteholders, holding an interest of 90% or greater in the Issuer.

## DIRECTORY

### Issuer

**Suncorp Group Limited**  
(ABN 66 145 290 124)  
Level 23, 80 Ann Street  
Brisbane QLD 4000 Australia  
Email: [Investor.Relations@suncorp.com.au](mailto:Investor.Relations@suncorp.com.au)

### Arranger and Dealer

**National Australia Bank Limited**  
(ABN 12 004 044 937) (AFSL 230686)  
Level 6, 2 Carrington Street  
Sydney NSW 2000 Australia  
Attention: Head of Debt Syndicate  
Email: [nab.syndicate@nab.com.au](mailto:nab.syndicate@nab.com.au)

### Dealers

**Barrenjoey Markets Pty Limited**  
(ABN 66 636 976 059) (AFSL 521800)  
Quay Quarter Tower  
Level 19, 50 Bridge St  
Sydney NSW 2000 Australia  
Attention: Head of Debt Capital Markets  
Email: [Barrenjoey.DCM@barrenjoey.com](mailto:Barrenjoey.DCM@barrenjoey.com), with a copy to [notices@barrenjoey.com](mailto:notices@barrenjoey.com)

**UBS AG, Australia Branch**  
(ABN 47 088 129 613) (AFSL 231087)  
Level 16, Chifley Tower  
2 Chifley Square  
Sydney NSW 2000 Australia  
Attention: Head of Debt Capital Markets  
Email: [ol-aus-dcm-fig@ubs.com](mailto:ol-aus-dcm-fig@ubs.com), with a copy to: [ol-legalanzccs@ubs.com](mailto:ol-legalanzccs@ubs.com)

**Westpac Banking Corporation**  
(ABN 33 007 457 141) (AFSL 233714)  
Westpac Place  
Level 3, 275 Kent Street  
Sydney NSW 2000 Australia  
Attention: Head of DCM, Syndicate and Solutions  
Email: [DL.FM.DCM.and.Syndicate@westpac.com.au](mailto:DL.FM.DCM.and.Syndicate@westpac.com.au)

### Registrar, Paying Agent and Calculation Agent

**Austraclear Services Limited**  
(ABN 28 003 284 419)  
Level 27, 39 Martin Place  
Sydney NSW 2000  
Email: [IPA@asx.com.au](mailto:IPA@asx.com.au)

### Legal Advisers to the Issuer as to Australian Law

**Ashurst Australia**  
Level 8, 39 Martin Place  
Sydney NSW 2000 Australia

**PRICING SUPPLEMENT – SUBORDINATED NOTES**

**PRIPs Regulation / Prohibition of sales to EEA retail investors:** The Subordinated Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (**MiFID II**); (ii) a customer within the meaning of the Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIPs Regulation**) for offering or selling the Subordinated Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Subordinated Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

**Prohibition of sales to UK retail investors** – The Subordinated Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the *European Union (Withdrawal) Act 2018 (EUWA)*; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

**Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the *Securities and Futures Act 2001 of Singapore* (the **SFA**), the Issuer has determined, and hereby notifies all relevant persons (as defined section 309A of the SFA) that the Subordinated Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and "Excluded Investment Products" (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Series No: 1

Tranche No: 1

**Issuer****Suncorp Group Limited**

(ABN 66 145 290 124)

**Note Issuance Programme****Issue of  
A\$200,000,000 Floating Rate Subordinated Notes  
due 2037  
(Subordinated Notes)**

The date of this Pricing Supplement is 18 May 2026.

This Pricing Supplement (as referred to in the Information Memorandum in relation to the above Programme dated 24 April 2026 (**Information Memorandum**)) relates to the Tranche of Subordinated Notes referred to above. It is supplementary to, and should be read in conjunction with, the terms and conditions of the Subordinated Notes contained in the Information Memorandum (**Terms**), the Information Memorandum and the Deed Poll dated 24 April 2026 made by the Issuer. Unless otherwise indicated, terms defined in the Terms have the same meaning in this Pricing Supplement.

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

Terms used but not otherwise defined in this Pricing Supplement have the meaning given in the applicable Terms set out in the Information Memorandum.

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

1. **Issuer** : Suncorp Group Limited  
(ABN 66 145 290 124)
2. **Type of Subordinated Notes** : Floating Rate Subordinated Note
3. **Method of Distribution** : Syndicated Issue
4. **Lead Managers** : National Australia Bank Limited (ABN 12 004 044 937)  
Barrenjoey Markets Pty Limited (ABN 66 636 976 059)  
UBS AG, Australia Branch (ABN 47 088 129 613)  
Westpac Banking Corporation (ABN 33 007 457 141)
5. **Dealers** : National Australia Bank Limited (ABN 12 004 044 937)  
Barrenjoey Markets Pty Limited (ABN 66 636 976 059)  
UBS AG, Australia Branch (ABN 47 088 129 613)  
Westpac Banking Corporation (ABN 33 007 457 141)
6. **Registrar** : Austraclear Services Limited (ABN 28 003 284 419)
7. **Paying Agent** : Austraclear Services Limited (ABN 28 003 284 419)
8. **Calculation Agent** : Austraclear Services Limited (ABN 28 003 284 419)
9. **If to form a single Series with an existing Series, specify date on which all Subordinated Notes of the Series become fungible, if not the Issue Date** : Not Applicable
10. **Status** : Subordinated
11. **Currency** : A\$
12. **Aggregate Principal Amount of Tranche** : A\$200,000,000
13. **If interchangeable with existing Series, Series No.** : Not Applicable
14. **Issue Date** : 20 May 2026
15. **Issue Price** : 100 per cent.
16. **Purchase Price** : 100 per cent.
17. **Face Value** : A\$10,000

The minimum aggregate consideration for offers or transfers of the Subordinated Notes in Australia must be at least A\$500,000 (disregarding moneys lent by the transferor or its associates to the transferee), unless the offer or invitation resulting in the transfer does not otherwise require disclosure to investors in

		accordance with Parts 6D.2 or 7.9 of the <i>Corporations Act 2001</i> (Cth).
18.	<b>Interest</b> If interest-bearing, specify which of the relevant Terms is applicable, and then specify the matters required for the relevant Term, namely	: Clause 3.4 (Calculation of Interest Rate on Floating Rate Subordinated Notes) applicable
19.	<b>Change of interest basis</b>	: Not Applicable
20.	<b>Fixed Rate Subordinated Notes</b>	: Not Applicable
21.	<b>Floating Rate Subordinated Notes</b>	: Applicable
	<b>Interest Commencement Date</b>	: Issue Date
	<b>Interest Rate</b>	: BBSW Rate plus Margin
	<b>Interest Payment Dates</b>	: 1 March, 1 June, 1 September and 1 December in each year, commencing on 1 September 2026.  There will be a long first Interest Period, from and including the Issue Date to but excluding 1 September 2026. The BBSW Rate for the long first Interest Period will be 3 month BBSW + Margin
	<b>Business Day Convention</b>	: Following Business Day Convention (other than where a Non-Viability Trigger Event has occurred)
	<b>Margin</b>	: Plus 1.50 per cent.
	<b>Day Count Fraction</b>	: Actual/365 (Fixed)
	<b>Benchmark Rate</b>	: BBSW Rate
	<b>Rounding</b>	: As per clause 4.4 (Calculations)
	<b>Relevant Financial Centre</b>	: Not Applicable
	<b>Linear Interpolation</b>	: Not Applicable
22.	<b>Optional deferral of interest (Clause 3.9 (Optional deferral of interest))</b>	: Not Applicable
23.	<b>Maturity Date</b>	: 1 June 2037
24.	<b>Record Date</b>	: As per the Terms
25.	<b>Early Redemption (Clause 5.3 (Early Redemption or Resale of a Subordinated Note at the option of the Issuer))</b>	
	<b>Specify if applicable</b>	: Applicable, but only in respect of the Interest Payment Date scheduled to fall on 1 June 2032 and each Interest Payment Date thereafter
	<b>Specify minimum notice period</b>	: As per the Terms
	<b>Specify maximum notice period</b>	: As per the Terms

- Specify any additional conditions to exercise of the call option** : Not Applicable
- Scheduled Optional Redemption or Resale Date** : 1 June 2032, and each Interest Payment Date falling after 1 June 2032
- Specify if redemption amount is not the Face Value, together with accrued interest (if any) thereon of the Subordinated Notes, insert amount or full calculation provisions** : Not Applicable
- Specify whether redemption is permitted in respect of some only of the Subordinated Notes and, if so, any minimum aggregate principal amount and the means by which Subordinated Notes will be selected for redemption** : Not Applicable
26. **Early Redemption Amount (Tax Event) (Clause 5.2 (Early Redemption or Resale: Tax Event or Regulatory Event))**
- Specify if applicable** : Applicable
- Specify minimum notice period** : As per the Terms
- Specify maximum notice period** : As per the Terms
- Specify any additional conditions to exercise of option** : Not Applicable
- Specify if Early Redemption Amount (Tax Event) is not the Face Value, together with accrued interest (if any) thereon of the Subordinated Notes, insert amount or full calculation provisions** : Not Applicable
- Specify whether redemption is permitted in respect of some only of the Subordinated Notes and, if so, any minimum aggregate principal amount and the means by which Subordinated Notes will be selected for redemption** : Not Applicable
27. **Early Redemption Amount (Regulatory Event) (Clause 5.2 (Early Redemption or Resale: Tax Event or Regulatory Event))**
- Specify if applicable** : Applicable
- Specify minimum notice period** : As per the Terms
- Specify maximum notice period** : As per the Terms
- Specify any additional conditions to exercise of option** : Not Applicable

- Specify if Early Redemption Amount (Regulatory Event) is not the Face Value, together with accrued interest (if any) thereon of the Subordinated Notes, insert amount or full calculation provisions : Not Applicable
- Specify whether redemption is permitted in respect of some only of the Subordinated Notes and, if so, any minimum aggregate principal amount and the means by which Subordinated Notes will be selected for redemption : Not Applicable
28. **Taxation** : Clause 12 (Taxation) is applicable
29. **Other relevant terms and conditions** : Not Applicable
30. **ISIN** : AU3FN0110250
31. **Common Code** : 338258828
32. **Any Clearing System other than Euroclear / Clearstream / Austraclear** : None
33. **U.S. selling restrictions** : As set out in the Information Memorandum
34. **Distribution of Information Memorandum** : As set out in the Information Memorandum
35. **Other selling restrictions** : As set out in the Information Memorandum
36. **Australian interest withholding tax** : The Issuer intends to issue the Subordinated Notes in a manner consistent with the public offer test set out in section 128F(3) of the *Income Tax Assessment Act 1936* (Cth) (the **Tax Act**). If the requirements of section 128F of the Tax Act are not satisfied, clause 12.2 (Withholding tax) will be applicable, and accordingly the Issuer may, subject to certain exceptions set out in clause 12.3 (Withholding tax exemptions), be obliged to pay Additional Amounts.
- See also the section of the Information Memorandum entitled "Australian Taxation".
37. **Listing** : Not Applicable
38. **Credit ratings** : BBB+ (S&P)
- A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.*
- Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings*

*in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Pricing Supplement and anyone who receives this Pricing Supplement must not distribute it to any person who is not entitled to receive it.*

- 39. **Other amendments** : Not Applicable
- 40. **Other disclosure** : Applicable – as set out in the Appendix
- 41. **Prohibition of sales to UK retail investors** : Applicable

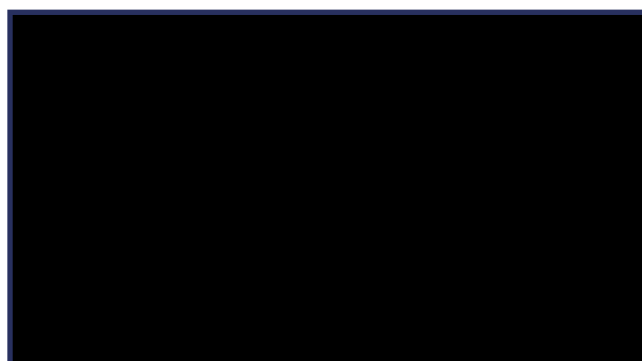
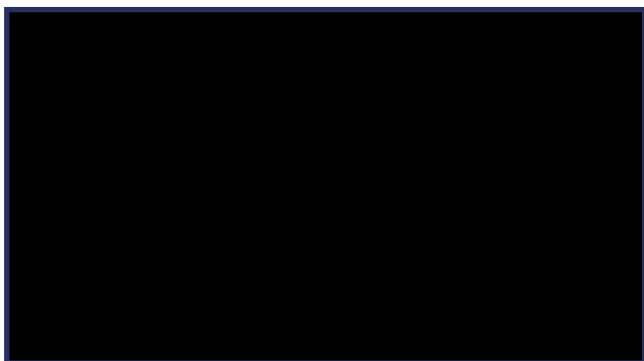
The Issuer accepts responsibility for the information contained in this Pricing Supplement.

**CONFIRMED**

For and on behalf of  
**Suncorp Group Limited**

Date: 18 May 2026

**SIGNED** by



## APPENDIX

The section entitled "*Australian Taxation*" appearing on page 141 of the Information Memorandum shall be amended by including the following new paragraph in section 3.1(a), directly under the words "and a third in respect of complying superannuation entities":

### **3. Disposal of Capital Notes**

#### *3.1 Disposal other than through Conversion*

##### **(a) Australian Resident Capital Noteholders**

(...)

In the 2026-2027 Federal Budget delivered on 12 May 2026, the Government announced proposed changes to the CGT regime. In broad summary, the announced changes include replacing the 50% CGT discount with cost base indexation for assets held for more than 12 months (with some limited exceptions) and a 30% minimum tax on net capital gains. The measures are proposed to apply from 1 July 2027 and include transitional rules. Draft legislation regarding the proposed measures has not been released. Implementation of these measures may impact the Australian tax comments in this section and the progress of these measures should be monitored on an ongoing basis by potential investors.