

EXECUTION VERSION

SUPPLEMENTAL AGENCY AGREEMENT

1 JULY 2024

**COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124**

and

**ASB BANK LIMITED
as Issuers**

**U.S.\$70,000,000,000
EURO MEDIUM TERM NOTE PROGRAMME**

A&O SHEARMAN

Allen Overy Shearman Sterling LLP

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THIS AGREEMENT is made on 1 July 2024 between the following parties:

- (1) **COMMONWEALTH BANK OF AUSTRALIA (CBA);**
- (2) **ASB BANK LIMITED (ASB Bank** and, together with CBA, the **Issuers**);
- (3) **DEUTSCHE BANK AG, LONDON BRANCH** (the **Principal Paying Agent**, which expression shall include any successor principal paying agent appointed under clause 25 of the Principal Agency Agreement (as defined below));
- (4) **DEUTSCHE BANK LUXEMBOURG S.A.** acting through its office in Luxembourg (the **Registrar**, which expression shall include any successor registrar appointed under clause 25 of the Principal Agency Agreement); and
- (5) **DEUTSCHE BANK AG, LONDON BRANCH** and **DEUTSCHE BANK LUXEMBOURG S.A.** (together (a) the **Paying Agents**, which expression shall include the Principal Paying Agent and any additional or successor paying agent appointed under clause 25 of the Principal Paying Agency Agreement and **Paying Agent** shall mean any of the Paying Agents and (b) the **Transfer Agents**, which expression shall include any additional or successor transfer agent appointed under clause 25 of the Principal Paying Agency Agreement and **Transfer Agent** shall mean any of the Transfer Agents).

WHEREAS:

- (A) The parties hereto entered into the Amended and Restated Agency Agreement dated 30 June 2023 (the **Principal Agency Agreement**) in respect of the Issuers' Euro Medium Term Note Programme (the **Programme**). This Supplemental Agency Agreement (this **Agreement**) is supplemental to and should be read in conjunction with the Principal Agency Agreement.
- (B) The parties hereto have agreed to make certain modifications to the Principal Agency Agreement.
- (C) Terms defined or construed in the Principal Agency Agreement shall bear the same meanings or construction when used in this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

This Agreement and the Principal Agency Agreement are together referred to as the Agency Agreement and all references in the Principal Agency Agreement to "this Agreement" shall be references to the Principal Agency Agreement as amended by this Agreement.

2. AMENDMENTS TO THE PRINCIPAL AGENCY AGREEMENT

- 2.1 The definition of 'Programme Agreement' in clause 1 of the Principal Agency Agreement shall be deleted and replaced with the following:

"Programme Agreement means the amended and restated programme agreement dated 1 July 2024 (as may be further amended, supplemented or restated from time to time) between the Issuers, the Guarantor and the Dealers named in it;"

- 2.2 The definition of 'Schedule of Forms' in clause 1 of the Principal Agency Agreement shall be deleted and replaced with the following:

"**Schedule of Forms** means the Schedule of Forms dated 30 June 2023 as supplemented by the Supplemental Schedule of Forms dated 1 July 2024 signed by or on behalf of the Issuers, the Principal Paying Agent, the Paying Agents, the Registrar and the Transfer Agents setting out the forms of Temporary Bearer Global Note, Permanent Bearer Global Note, Definitive Bearer Note, Coupon, Talon, Receipt, Definitive Registered Note, the Conditions, the Registered Global Note, the Definitive Registered Subordinated Note and the Registered Global Subordinated Note, in each case as from time to time modified in accordance with the provisions of these presents or as the same may be further amended and/or restated from time to time;"

2.3 Clause 7.2 of the Principal Agency Agreement shall be deemed to be deleted and replaced with the following:

"7.2 Interest Determination

(a) In the case of Floating Rate Notes where the "Reference Rate" for the manner in which the Rate of Interest is to be determined is specified in the applicable Final Terms as being EURIBOR, Compounded Daily SONIA, Compounded Daily SOFR, Compounded Daily SORA, Compounded Daily CORRA, Compounded Daily TONA, €STR or BBSW (in the case of CBA), the Rate of Interest in respect of the Notes will be determined as provided in the Conditions.

(b) In the case of Floating Rate Notes:

(i) where the "Reference Rate" for the manner in which the Rate of Interest is to be determined is specified in the applicable Final Terms as being other than EURIBOR, Compounded Daily SONIA, Compounded Daily SOFR, Compounded Daily SORA, Compounded Daily CORRA, Compounded Daily TONA, BBSW (in the case of CBA) or €STR (subject to Condition 5(f) and subject further as provided in the applicable Final Terms or the applicable Pricing Supplement, respectively), the Rate of Interest for each Floating Interest Period will, subject as provided below, be either:

(A) the offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum), for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms or the applicable Pricing Supplement, as the case may be) the Margin (if any), all as determined by the Principal Paying Agent. If five or more offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one highest quotation, one only of those quotations) and the lowest (or, if there is more than one lowest quotation, one only of those quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of the offered quotations;

(ii) if the Relevant Screen Page is not available or if, in the case of subclause 8.2(b)(i)(A), no offered quotation appears or, in the case of subclause 8.2(b)(i)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Principal Paying Agent shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in

question. If two or more of the Reference Banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Floating Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent; and

- (iii) if on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Floating Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent by the Reference Banks or any two or more of them, at which such banks offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the relevant Issuer suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Floating Interest Period from that which applied to the last preceding Floating Interest Period, the Margin relating to the relevant Floating Interest Period in place of the Margin relating to that last preceding Floating Interest Period).
- (c) If, in the case of any Benchmark Event, any Successor Rate, Alternative Rate, Adjustment Spread and/or Benchmark Amendment is notified to the Principal Paying Agent pursuant to Condition 5(e) or Condition 5(f) as applicable, and the Principal Paying Agent is in any way uncertain as to the application of such Successor Rate, Alternative Rate, Adjustment Spread and/or Benchmark Amendment in the calculation or determination of any Interest Amount or Rate of Interest (or any component part thereof), it shall promptly notify the Issuer thereof and the Issuer shall direct the Principal Paying Agent in writing (which direction may be by way of a written determination of an Independent Advisor pursuant to Condition 5(e)(iv) or Condition 5(f)(iv) as applicable) as to which course of action to adopt in the application of such Successor Rate, Alternative Rate, Adjustment Spread and/or Benchmark Amendment in the determination of such Interest Amount or Rate of Interest. If the Principal Paying Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Principal Paying Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so."

3. MISCELLANEOUS

3.1 Each of the parties hereto represents and warrants that:

- (a) it has the power to enter into and has duly authorised the execution and delivery of this Agreement; and
- (b) its obligations hereunder constitute its legal, valid and binding obligations.

3.2 For the avoidance of doubt, the terms of this Agreement shall apply only to the issue of the Notes.

3.3 The provisions of clauses 31, 32, 33, 34 and 36 of the Principal Agency Agreement shall also apply to this Agreement as if expressly incorporated in this Agreement and amended appropriately to refer to this Agreement.

3.4 If any provision in or obligation under this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Agreement, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Agreement.

4. EFFECTIVE DATE

This Agreement supplements and should be read in conjunction with the Principal Agency Agreement. The amendment contemplated by this Agreement shall take effect from the date hereof. Save for the amendments to the Principal Agency Agreement expressly provided herein, all terms and conditions of the Principal Agency Agreement shall remain in full force and effect. The Principal Agency Agreement and this Agreement shall henceforth be read and construed together as one agreement. Any Notes issued so as to be consolidated and form a single series with any Notes issued prior to the date hereof shall be issued pursuant to the Principal Agency Agreement only and shall not be issued pursuant to the Principal Agency Agreement construed together with this Agreement. This does not affect any Notes issued prior to the date of this Agreement.

THIS AGREEMENT has been entered into on the date stated at the beginning.

SIGNATORIES

The Issuers

EXECUTED for and on behalf of
COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124 by its Attorney under a Power
of Attorney dated 24 June 2013

Fergus Blackstock

Signature of Attorney

Fergus Blackstock

Fergus Blackstock
Head of Term Funding
Group Funding

General Manager Funding, Liquidity And Collateral

Name and Title of Attorney in full

ASB BANK LIMITED by its Attorneys:

Name:

Name:

Title:

Title:

In the presence of:

Name:

Occupation:

Address:

SIGNATORIES

The Issuers

EXECUTED for and on behalf of
COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124 by its Attorney under a Power
of Attorney dated

Signature of Attorney

Name and Title of Attorney in full

ASB BANK LIMITED by its Attorneys:

C.R. Ferguson
Name: *CARL FERGUSON*

Title: *OFO*

In the presence of:

Name:

Leslie

Occupation:

Stuart James Leslie
Lawyer

Address:

Auckland

Amie Smith

Name:

Amie Smith (nee Nilsson)

Chief Risk Officer

Title:

ASB Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

ASB BANK LIMITED

We, Carl Ferguson (Chief Financial Officer of ASB Bank Limited) and Amie Nilsson (Chief Risk Officer of ASB Bank Limited), each of Auckland, New Zealand, hereby certify:

- (a) that by deed dated 3 August 2023, ASB Bank Limited, having its registered office at Level 2, ASB North Wharf, 12 Jellicoe Street, Auckland, 1010, New Zealand, appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys (acting jointly and not severally) on the terms and subject to the conditions set out in the said deed:

Each Director of ASB Bank Limited

Chief Executive Officer

General Counsel & Executive General Manager Business Services

Chief Financial Officer

Chief Risk Officer

Chief Transformation Officer

Executive General Manager Business Banking

Executive General Manager Technology & Operations

Executive General Manager Personal Banking

Executive General Manager People


Executive General Manager Corporate Banking

- (b) that at the date of signing this certificate we have not received notice of or information of any event revoking the power of attorney.

SIGNED at Auckland, this 1st day of July 2024:



Carl Ferguson



Amie Nilsson

The Principal Paying Agent

DEUTSCHE BANK AG, LONDON BRANCH

By: Ian Rowell
Name: IAN ROWELL
Title: ATTORNEY

By: Alicia Harpur
Name: ALICIA HARPUR
Title: ATTORNEY

The Registrar, the Paying Agent and the Transfer Agent

DEUTSCHE BANK LUXEMBOURG S.A.

By: Ian Rowell
Name: IAN ROWELL
Title: ATTORNEY

By: Alicia Harpur
Name: ALICIA HARPUR
Title: ATTORNEY