

SCHEDULE 8 FORM OF CLAIM

To: The Commonwealth of Australia
c/- Scheme Administrator
Australian Government Guarantee Scheme for
Large Deposits and Wholesale Funding
c/- The Secretary
Reserve Bank of Australia
GPO Box 5367
SYDNEY NSW 2001

A. Detail of Guaranteed Liability

- A.1.1. We, [INSERT FULL LEGAL NAME OF BENEFICIARY and ABN/ACN if applicable], are owed the following Guaranteed Liability by [INSERT THE NAME OF THE ELIGIBLE INSTITUTION OR FOREIGN ADI WHICH IS THE PRINCIPAL DEBTOR] (**Debtor**):
- a. [INSERT DETAILS: including details of the Liability and whether the Liability claimed is a Guaranteed Eligible Institution Liability or a Guaranteed Foreign ADI Liability.]

B. Claim

- B.1.1. We refer to the Deed of Guarantee applicable to the above-mentioned Guaranteed Liability dated [INSERT Date of Deed of Guarantee] and executed on behalf of the Commonwealth of Australia. Words and expressions defined in the Deed of Guarantee have the same meanings where used in this notice.
- B.1.2. We claim payment, in accordance with the Guarantee, of the sum of [.....] being due and payable by the Debtor, but unpaid, to us under or in respect of the Guaranteed Liability (the "**Claimed Sum**").
- B.1.3. [The due date, after the expiry of the applicable grace period (if any), for the payment of interest to us under or in respect of the Guaranteed Liability was [.....] and such payment has not been made to us.]
- B.1.4. [The due date for the redemption of the Guaranteed Liability was [.....] and, after the expiry of any applicable grace period for payment, the amount due and payable to us in respect of the Guaranteed Liability on such date has not been paid to us.]
- B.1.5. We certify that we have validly claimed payment of the Claimed Sum from the Debtor and that the Debtor has failed to pay the Claimed Sum to us in accordance with our valid claim and we attach documentary evidence in support of this certification.

B.1.6. We certify that no part of the Claimed Sum is eligible to be claimed by us in accordance with the Financial Claims Scheme in Division 2AA of the *Banking Act 1959*.

B.1.7. [Where the liability claimed is in respect of a branch of a foreign ADI] We certify that we are Australian Residents within the meaning of the Guarantee and we attach documentary evidence in support of this certification.

C. Consent

C.1.1. We consent to the Guarantor sharing the information provided in and concerning this claim with the Debtor and other Commonwealth agencies, including but not limited to the Australian Prudential Regulation Authority and the Reserve Bank of Australia, for the purposes of assessing the claim or for general administration of the Guarantee.

D. Release

D.1.1. Upon payment of the Guaranteed Liability to us by the Guarantor in accordance with the Guarantee, we hereby release the Guarantor from further liability to us arising from or in connection with the Guaranteed Liability and this claim.

E. Contact information

E.1.1. [Insert address, email and facsimile details.]

Signed by:

Position: