

SECURITISATION SYSTEM – USER AGREEMENT

1. Confidentiality

1.1 The Reserve Bank undertakes to the Information Provider that it will:

- (a) take all proper precautions to preserve the confidentiality of the financial information and other data which is provided by the User to the Reserve Bank on behalf of the Information Provider via the Reserve Bank's Securitisation System Website (the **Confidential Information**);
- (b) not take any steps or actions, and will take reasonable steps to ensure that any person in its employ or under its direction or control will not take any steps or action:
 - (i) to identify or seek to identify the identity of any individual to whom any part of the Confidential Information relates; or
 - (ii) to combine or compare some or all of the Confidential Information with any other information that is or becomes available to the Reserve Bank, with a view to creating or generating any additional information that may or will result (whether deliberately or inadvertently) in the identity of any individual to whom any part of the Confidential Information relates becoming known or apparent; and
- (c) securely destroy any Confidential Information, or any material it has derived from the Confidential Information, to the extent that it contains information or an opinion about one or more identified natural persons, promptly following the Reserve Bank being made (or otherwise becoming) aware that the natural person(s) are identified.

1.2 On behalf of the Information Provider, you acknowledge and agree that any Confidential Information may be:

- (a) used by the Reserve Bank to perform any of its functions or exercise any of its powers under the Reserve Bank Act 1959 (Cth) or any other law, including for the purposes of pricing securities and risk management and analysis; and
- (b) disclosed by the Reserve Bank:
 - (i) subject to section 79A of the *Reserve Bank Act 1959* (Cth), if it is ordered to do so by a court of competent jurisdiction or as otherwise required by law;
 - (ii) to its professional advisers or contractors (including its financial, legal, accounting and information technology advisers and contractors), on the basis that the Confidential Information provided to them is the subject of confidentiality obligations owed to the Reserve Bank which correspond with

the confidentiality obligations owed by the Reserve Bank to the Information Provider under this clause 1;

- (iii) to the responsible Minister;
- (iv) in response to a request by a House or a Committee of the Parliament of the Commonwealth or the Australian National Audit Office;
- (v) in the form of statistical information or analysis, provided that such statistical information or analysis does not disclose information about any identifiable individual or entity; and
- (vi) in relation to Confidential Information which relates to a particular residential mortgage backed security, commercial mortgage backed security and/or other asset backed security (each a **Reported Security**), to a sponsor, originator, seller, servicer or issuer in relation to the securitisation structure under which the Reported Security was issued or any person that is a 'related body corporate' (as defined in section 9 of the *Corporations Act 2001* (Cth)) of any of those entities, provided that the Reserve Bank considers that the disclosure is necessary to resolve any error or apparent error in the Confidential Information or the disclosure would otherwise assist the Reserve Bank to perform any of its functions or exercise any of its powers under the *Reserve Bank Act 1959* (Cth) or any other law (including for the purposes of pricing securities and risk management and analysis).

1.3 The Reserve Bank agrees to extend the benefit of the undertakings which the Reserve Bank has given in this clause 1, in respect of Confidential Information in favour of the Information Provider, to the party (if any) to the relevant securitisation structure that has contractually engaged the Information Provider to report the Confidential Information to the Reserve Bank via the Reserve Bank's Securitisation System Website.

2. Privacy

2.1 On behalf of the Information Provider, you:

- (a) agree to comply with the requirements of the *Privacy Act 1988* (Cth) in relation to the 'personal information' (as defined in the Privacy Act), if any, which you provide to the Reserve Bank via the Reserve Bank's Securitisation System Website; and
- (b) undertake not to do any act or engage in any practice in connection with the submission of Confidential Information to the Reserve Bank via the Reserve Bank's Securitisation System Website which would cause the Reserve Bank to breach any privacy principle binding on the Reserve Bank.

3. Data

3.1 On behalf of the Information Provider, you:

- (a) represent and warrant that the Confidential Information is in all material respects:
 - (i) correct, complete, up-to-date and accurate; and
 - (ii) not misleading or deceptive; and
- (b) undertake to:
 - (i) promptly inform the Reserve Bank if the Information Provider becomes aware of any mistake, inaccuracy or other defect in the Confidential Information; and
 - (ii) as soon as reasonably practicable thereafter, correct such mistake, inaccuracy or other defect by informing the Reserve Bank of the error and providing the Reserve Bank with corrected Confidential Information.

4. Personal Information Collection Notice

The Reserve Bank of Australia (**Reserve Bank**) collects personal information regarding the Information Provider's individual nominated users (who become 'Users' as defined in clause 6 once they have entered into this user agreement) including their name, role and contact details (which are collected via forms submitted to the Reserve Bank) and their email address and phone number (which are collected via the Reserve Bank's Securitisation System Website) (together, the **Personal Information**) in order to set up and maintain the Securitisation System to allow securitisation data submissions from the Users, and to enable the Reserve Bank to contact Users to provide administrative and technical support in relation to the Securitisation System.

If the Personal Information were not collected then the Reserve Bank would not be able to provide the Users with access to the Securitisation System, or to contact the User in order to provide System support.

The Personal Information is of a kind which the Reserve Bank will usually disclose to its information technology contractor Moody's Analytics Australia Pty Ltd (**Moody's Analytics**) as necessary in order to enable Moody's Analytics to provide technical support for the Securitisation System. Moody's Analytics provides support services for the Securitisation System to the Reserve Bank and will owe a duty of confidentiality to the Reserve Bank in respect of the Personal Information. Moody's Analytics' technical support may be provided by a member of Moody's Analytics' global support team (including its permitted contractors) located in the United States, United Kingdom and/or India. Accordingly, the Personal Information may be disclosed to recipients in the United States, United Kingdom and India for the purposes of providing technical support for the Securitisation System.

Individuals are entitled under Australian privacy law in certain circumstances to access, and seek correction of, personal information about them held by the Reserve Bank. If you wish to access or

update the personal information the Reserve Bank holds about you, or if you have an enquiry or complaint about how the Reserve Bank handles personal information, you can contact the Reserve Bank's Privacy Officer by email to privacy@rba.gov.au or by phone on (02) 9551 8111. More information about access, correction and complaints is in the Reserve Bank's Privacy Policy available on its website at <http://www.rba.gov.au/privacy/>.

5. Recording of telephone calls

5.1 By clicking 'I agree', you:

- (a) consent to the Reserve Bank recording any telephone conversations between you and the Reserve Bank in connection with the Reserve Bank's Securitisation System Website;
- (b) consent to the Reserve Bank possessing and communicating or otherwise disclosing such recordings to third parties (in whole or in part) for the purpose of providing administrative or technical support in connection with the Reserve Bank's Securitisation System Website, assisting the Reserve Bank to perform its usual operations (including the pricing of securities) or fulfil its legal duties, responsibilities and mandates and/or any related purpose, including, without limitation, any communication or disclosure of a recording to the Information Provider or to a third party service provider of the Reserve Bank;
- (c) agree to obtain any necessary consent of, and give any necessary notice of such recording to, any other relevant personnel of the Information Provider; and
- (d) agree, to the extent permitted by applicable law, that any such recordings may be submitted in evidence.

6. Definitions

6.1 In this user agreement:

- (a) **Information Provider** means the entity specified as the 'Information Provider', 'IP' or 'IP Organisation' (or other similarly described entity) in the user registration form that has been submitted to the Reserve Bank by the User (in whatever form is required by the Reserve Bank from time to time).

The Information Provider is the entity which, with respect to a relevant securitisation structure, has been nominated as best placed to report Confidential Information referable to the securitisation structure to the Reserve Bank via the Reserve Bank's Securitisation System Website. The Information Provider need not be a party to the relevant securitisation structure (other than in its capacity as the Information Provider for that securitisation structure).

- (b) **User** means the natural person who:
- (i) is the subject of a user registration form that has been submitted to the Reserve Bank (in whatever form is required by the Reserve Bank from time to time);
 - (ii) clicks 'I agree' to this user agreement; and
 - (iii) is an employee, officer, director and/or a member of the contracted staff of the Information Provider or otherwise acts under the direction or control of the Information Provider.

7. Authority

7.1 By clicking 'I agree', the User (on its own behalf and on behalf of the Information Provider):

- (a) represents and warrants to the Reserve Bank that:
- (i) it is duly authorised to provide the agreements, undertakings, acknowledgments, representations and warranties specified above;
 - (ii) this user agreement constitutes valid, binding and enforceable obligations of the User and the Information Provider; and
 - (iii) it is duly authorised to submit Confidential Information to the Reserve Bank on behalf of the Information Provider; and
- (b) agrees with the Reserve Bank that this user agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.