

Latitude Australia Personal Loans Series 2020-1 Trust Note Deed Poll

Dated 24 February 2020

Perpetual Corporate Trust Limited (ABN 99 000 341 533) in its capacity as trustee of the Latitude Australia Personal Loans Series 2020-1 Trust ("**Trustee**")

The Notes have not been, and will not be, registered under the US Securities Act of 1933 ("Securities Act"), or the securities laws of any state in the United States. The Notes may not be offered or sold at any time within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

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Latitude Australia Personal Loans Series 2020-1 Trust Note Deed Poll Details

Parties	Trustee
Trustee	Name Perpetual Corporate Trust Limited
	ABN 99 000 341 533
	Capacity as trustee of the Latitude Australia Personal Loans Series 2020-1 Trust
	Address Level 18, 123 Pitt Street, Sydney NSW 2000
	Email SecuritisationOps@perpetual.com.au
	Attention Manager, Transaction Management Trust and Fund Services

Beneficiaries	Each Noteholder
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Date of deed poll	See Signing page
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Latitude Australia Personal Loans Series 2020-1 Trust Note Deed Poll

General terms

1 Interpretation

1.1 Incorporated definitions

A term which has a defined meaning in the Master Definitions and Construction Deed or the Conditions has the same meaning when used in this deed poll unless it is expressly defined in this deed poll, in which case the meaning in this deed poll prevails.

1.2 Definitions

These meanings apply unless the contrary intention appears:

Conditions means the conditions applying to the Notes as set out in Schedule 1.

Details means the section of this deed poll headed “Details”.

Master Definitions and Construction Deed means the deed entitled “Latitude Australia Personal Loans Series 2020-1 Trust Master Definitions and Construction Deed” dated 18 February 2020 and signed by, among others, the Trustee.

1.3 Interpretation

Clauses 1.2 (“*Interpretation*”) to 1.5 (“*Capacity*”) of the Master Definitions and Construction Deed and 6.1 (“*Awareness of certain events*”) of the Master Security Trust Deed apply to this deed poll.

2 The Notes

2.1 Creation of Notes

The obligations of the Trustee under the Notes of the Trust are constituted by, and owing under, this deed poll.

2.2 Undertaking to pay

The Trustee irrevocably undertakes with each Noteholder to:

- (a) pay principal, any interest and any other amounts payable in respect of each Note of the Trust held by the Noteholder in accordance with the Conditions of the Note; and
- (b) comply with the other Conditions of each Note of the Trust.

2.3 Compliance with laws

The Trustee, on the direction of the Trust Manager, may only issue Notes if:

- (a) the offer or invitation giving rise to the issue is not:

- (i) an offer or invitation which requires disclosure to investors under Part 6D.2 of the Corporations Act; or
 - (ii) an offer or invitation to a retail client for the purposes of Chapter 7 of the Corporations Act; and
- (b) the issue complies with any applicable law or directive of the jurisdiction where it takes place.

3 Rights and obligations of Noteholders

3.1 Benefit and entitlement

Each Noteholder of the Trust has the benefit of, and is entitled to enforce, this deed poll even though it is not a party to this deed poll or may not be in existence at the time this deed poll is executed and delivered.

3.2 Rights independent

Subject to the Transaction Documents of the Trust, each Noteholder of the Trust may enforce its rights under this deed poll independently from each other Noteholder of the Trust and any other person.

3.3 Noteholders bound

The Notes of the Trust are issued on the condition that each Noteholder of the Trust (and any person claiming through or under a Noteholder of the Trust) is taken to have notice of, and is bound by, this deed poll (including the Conditions) and the other Transaction Documents in respect of the Trust.

4 Limited recourse against Trustee

The Trustee's liability to the Noteholders of the Trust (and any person claiming through or under a Noteholder of the Trust) in connection with this deed poll and the other Transaction Documents of the Trust is limited in accordance with clause 2.1 ("*Trustee*") of the Master Definitions and Construction Deed.

5 General

5.1 Governing law and jurisdiction

This deed poll is governed by the law in force in Victoria. The Trustee and each Noteholder submits to the non-exclusive jurisdiction of the courts of that place.

5.2 Serving documents

Without preventing any other method of service, any document in a court action in connection with this deed poll may be served on the Trustee by being delivered to or left at the Trustee's address for service of notices in accordance with clause 24.1 ("*Notices*") of the Master Trust Deed.

EXECUTED as a deed poll in favour of the Noteholders.

Latitude Australia Personal Loans Series 2020-1 Trust Note Deed Poll Schedule 1 - Conditions

1 Interpretation

1.1 Incorporated definitions

A term which has a defined meaning in the Master Definitions and Construction Deed has the same meaning when used in these conditions unless it is expressly defined in these conditions, in which case the meaning in these conditions prevails.

1.2 Definitions

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

Bank Bill Rate means, for a Note for an Interest Period:

- (a) the applicable Screen Rate on the Quotation Day for that Interest Period; or
- (b) if no Screen Rate is available for that Interest Period and it is not possible to calculate the Interpolated Screen Rate for that Interest Period, the rate specified in good faith by the Calculation Agent at or around that time on that Quotation Day, having regard, to the extent possible, to comparable indices then applicable to prime bank eligible securities of that tenor at that time.

The Bank Bill Rate will be expressed as a yield per cent. per annum to maturity, and if necessary, will be rounded up to the nearest fourth decimal place.

Calculation Agent means the Trust Manager.

Call Option means the option to redeem the Notes before the Maturity Date in accordance with condition 8.2 ("*Redemption of Notes - Call Option*").

Call Option Date means each Payment Date occurring after the last day of the Collection Period in which the aggregate of the Outstanding Principal Balance of all Acquired Receivables (as calculated on that last day of the Collection Period) is equal to or less than 10% of the Outstanding Principal Balance of all Acquired Receivables as at the Closing Date.

Clearing System means:

- (a) the Austraclear System; or
- (b) any other clearing system specified in the Cashflow Allocation Deed.

Day Count Fraction means, for the purposes of the calculation of interest for any period, the actual number of days in the period divided by 365.

Interpolated Screen Rate means in relation to the Bank Bill Rate, the rate which results from straight line interpolation between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen rate is available) which exceeds the relevant Interest Period.

Interest Period means in respect of a Note:

- (a) initially, the period from (and including) the Issue Date of that Note to (but excluding) the first Payment Date following that Issue Date; and
- (b) thereafter, each period from (and including) each Payment Date to (but excluding) the next following Payment Date.

Interest Rate means, for a Note, the interest rate (expressed as a percentage rate per annum) for that Note determined in accordance with condition 6.3 (“*Interest Rate*”).

Margin means, in respect of a Class of Notes, the percentage rate per annum notified as such by the Trust Manager to the Trustee on or before the Issue Date of such Notes.

Maturity Date means the Payment Date in June 2028.

Master Definitions and Construction Deed means the deed entitled “Latitude Australia Personal Loans Series 2020-1 Trust Master Definitions and Construction Deed” dated 18 February 2020 and signed by, among others, the Trustee.

Note means a debt obligation issued or to be issued by the Trustee in respect of the Trust which is constituted by, and owing under, the Note Deed Poll, and the details of which are recorded in, and evidenced by entry in, the Note Register for the Trust.

Note Deed Poll means the document entitled “Latitude Australia Personal Loans Series 2020-1 Trust Note Deed Poll” dated on or about 24 February 2020 executed by the Trustee.

Noteholder means, for a Note, each person whose name is entered in the Note Register for the Trust as the holder of that Note. Subject to clause 12.5 (“*Notes lodged with Austraclear*”) of the Master Trust Deed, if a Note is held in a Clearing System, references to the Noteholder of that Note include the operator of that Clearing System or its nominee, depository or common depository (in each case acting in accordance with the rules and regulations of the Clearing System).

Record Date means, for a payment due in respect of a Note of the Trust, the second Business Day immediately preceding the relevant Payment Date.

Redemption Amount means, on any day in respect of a Note an amount equal to the aggregate of:

- (a) the Invested Amount of that Note; and
- (b) all accrued and unpaid interest in respect of that Note,

on that day.

Specified Office means the address of the Trustee which is specified in the “Details” section of this deed poll (for so long as the Trustee is the Registrar) or any other address notified to Noteholders from time to time.

Step-up Margin means, for a Class A-L Note, 0.25% per annum.

Step-up Margin Date means the first Call Option Date.

1.3 Interpretation

Clause 1.2 (“*References to certain general terms*”) to clause 1.5 (“*Capacity*”) of the Master Definitions and Construction Deed and clause 6.1 (“*Awareness of certain events*”) of the Master Security Trust Deed apply to this document.

1.4 Business Day Convention

Unless the contrary intention appears, in these conditions a reference to a particular date is a reference to that date adjusted in accordance with the Business Day Convention.

2 General

2.1 Cashflow Allocation Deed

Notes are issued on the terms set out in these conditions and the Cashflow Allocation Deed. If there is any inconsistency between these conditions and Cashflow Allocation Deed, the Cashflow Allocation Deed prevails.

Notes are issued in 8 Classes.

The following 7 Classes of Notes will be issued on the Closing Date:

- (a) Class A-S Notes;
- (b) Class A-L Notes;
- (c) Class B Notes;
- (d) Class C Notes;
- (e) Class D Notes;
- (f) Class E Notes; and
- (g) Seller Notes.

Redraw Notes may also be issued after the Closing Date in accordance with these conditions and the Cashflow Allocation Deed.

2.2 Currency

Notes are denominated in Australian dollars.

2.3 Clearing Systems

Notes may be held in a Clearing System. If Notes are held in a Clearing System, the rights of each Noteholder and any other person holding an interest in those Notes are subject to the rules and regulations of the Clearing System. The Trustee is not responsible for anything the Clearing System does or omits to do.

3 Form

3.1 Constitution

Notes are debt obligations of the Trustee constituted by, and owing under, the Note Deed Poll and the Cashflow Allocation Deed.

3.2 Registered form

Notes are issued in registered form by entry in the Note Register.

No certificates will be issued in respect of any Notes unless the Trust Manager determines that certificates should be issued or they are required by law.

3.3 Effect of entries in Note Register

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

- (a) an irrevocable undertaking by the Trustee to the Noteholder to:
 - (i) pay principal, any interest and any other amounts payable in respect of the Note in accordance with these conditions; and
 - (ii) comply with the other conditions of the Note; and
- (b) an entitlement to the other benefits given to the Noteholder in respect of the Note under these conditions.

3.4 Note Register conclusive as to ownership

Entries in the Note Register in relation to a Note are conclusive evidence of the things to which they relate (including that the person entered as the Noteholder is the owner of the Note or, if two or more persons are entered as joint Noteholders, that they are the joint owners of the Note) subject to correction for fraud, error or omission. The Trustee's obligations in relation to such Notes will become effective on inscription in the Note Register of the details for those Notes in accordance with clause 12 ("*Note Register*") of the Master Trust Deed.

3.5 Non-recognition of interests

Except as ordered by a court of competent jurisdiction or required by law, the Trustee must treat the person whose name is entered as the Noteholder of a Note in the Note Register as the owner of that Note.

No notice of any trust or other interest in, or claim to, any Note will be entered in the Note Register. The Trustee need not take notice of any trust or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by law.

This condition applies whether or not a Note is overdue.

3.6 Joint Noteholders

If two or more persons are entered in the Note Register as joint Noteholders of a Note, they are taken to hold the Note as joint tenants with rights of survivorship. However, the Trustee is not bound to register more than four persons as joint Noteholders of a Note.

3.7 Inspection of Note Register

On providing reasonable notice to the Registrar, a Noteholder will be permitted, during business hours, to inspect the Note Register. A Noteholder is entitled to inspect the Note Register only in respect of information relating to that Noteholder. The Registrar must make that information available to a Noteholder upon request by that Noteholder within one Business Day of receipt of the request.

3.8 Notes not invalid if improperly issued

No Note is invalid or unenforceable on the ground that it was issued in breach of this deed poll or any other Transaction Document.

3.9 Location of the Notes

The property in the Notes for all purposes is situated where the Note Register is located.

4 Status

4.1 Status

Notes are direct, secured, limited recourse obligations of the Trustee.

4.2 Security

The Trustee's obligations in respect of the Notes are secured by the General Security Agreement.

4.3 Ranking

The Notes of each Class rank equally amongst themselves.

There shall not be any discrimination or preference between Notes of a Class, or the corresponding Noteholders, for any reason, subject only to the Cashflow Allocation Deed and the terms of the other Transaction Documents.

The Classes of Notes rank against each other in the order set out in the Cashflow Allocation Deed.

5 Transfer of Notes

5.1 Transfer

Noteholders may only transfer Notes in accordance with the Master Trust Deed, the Cashflow Allocation Deed and these conditions.

5.2 Title

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

5.3 Transfers in whole

Notes may only be transferred in whole.

5.4 Compliance with laws

Notes may only be transferred if:

- (a) the offer or invitation giving rise to the transfer is not:
 - (i) an offer or invitation which requires disclosure to investors under Part 6D.2 of the Corporations Act; or
 - (ii) an offer or invitation to a retail client for the purposes of Chapter 7 of the Corporations Act; and
- (b) the transfer complies with any applicable law or directive of the jurisdiction where the transfer takes place.

5.5 No transfers to unincorporated associations

Noteholders may not transfer Notes to an unincorporated association.

5.6 Transfer procedures

Interests in Notes held in a Clearing System may only be transferred in accordance with the rules and regulations of that Clearing System.

Notes not held in a Clearing System may be transferred by sending a transfer form to the Specified Office of the Registrar.

To be valid, a transfer form must be:

- (a) in the form set out in Schedule 2 ("*Note Transfer*") of the Note Deed Poll;
- (b) duly completed and signed by, or on behalf of, the transferor and the transferee; and
- (c) accompanied by any evidence the Registrar may require to:
 - (i) establish that the transfer form has been duly signed; and
 - (ii) determine whether the transferee is a person with respect to whom a law would require the Trustee to withhold or deduct an amount in respect of Taxes from a payment in respect of the relevant Notes.

No fee is payable to register a transfer of Notes so long as all applicable Taxes in connection with the transfer have been paid.

5.7 CHESS

Notes listed on the ASX are not:

- (a) transferred through, or registered on, the Clearing House Electronic Subregister System operated by the ASX; or
- (b) "Approved Financial Products" (as defined for the purposes of that system).

5.8 Transfers of unidentified Notes

If a Noteholder transfers some but not all of the Notes it holds and the transfer form does not identify the specific Notes transferred, the Registrar may choose which Notes registered in the name of Noteholder have been transferred.

However, the aggregate Invested Amount of the Notes registered as transferred must equal the aggregate Invested Amount of the Notes expressed to be transferred in the transfer form.

6 Interest

6.1 Interest on Notes

- (a) Each Note bears interest on the Invested Amount of that Note until the date on which that Note is redeemed, or taken to have been redeemed, in accordance with condition 8.6 (“*Final Redemption*”) as at the Interest Rate applicable to that Note from time to time.
- (b) Interest in respect of a Note:
 - (i) accrues daily from (and including) the first day of an Interest Period for that Note to (but excluding) the last day of that Interest Period; and
 - (ii) is calculated on actual days elapsed and a year of 365 days; and
 - (iii) is payable in arrears on each Payment Date in accordance with the Transaction Documents in respect of the Trust.

6.2 Interest Rate determination

The Calculation Agent must determine the Interest Rate for the Notes for an Interest Period in accordance with these conditions and the Cashflow Allocation Deed.

The Interest Rate must be expressed as a percentage rate per annum.

6.3 Interest Rate

The Interest Rate:

- (a) for a Class A-L Note:
 - (i) for each Interest Period ending on or prior to the Step-up Margin Date is the sum of:
 - (A) the relevant Margin; and
 - (B) the Bank Bill Rate; and
 - (ii) for each Interest Period ending after the Step-up Margin Date is the sum of:
 - (A) the relevant Margin;
 - (B) the Step-up Margin; and
 - (C) the Bank Bill Rate.
- (b) for a Class of Notes (other than the Class A-L Notes or the Seller Notes) for each Interest Period is the sum of:
 - (i) the relevant Margin; and

- (ii) the Bank Bill Rate; and
- (c) for a Seller Note, is the rate agreed between the Trust Manager and the relevant Seller Noteholder prior to the Closing Date, as notified to the Trustee.

6.4 Calculation of interest payable on Notes

The amount of interest payable for any Note for any Interest Period is calculated by multiplying:

- (a) the Interest Rate for the Interest Period;
- (b) the Invested Amount of that Note on the first day of that Interest Period after any repayment of principal on that day; and
- (c) the applicable Day Count Fraction.

6.5 Notification of Interest Rate and other things

If any Interest Period or calculation period changes, the Calculation Agent may amend its determination or calculation of any rate, amount, date or other thing. If the Calculation Agent amends any determination or calculation, it must notify the Trustee and the Trust Manager. The Calculation Agent must give notice as soon as practicable after amending its determination or calculation.

6.6 Determination and calculation final

Except where there is an obvious error, any determination or calculation the Calculation Agent makes in accordance with these conditions is final and binds the Trustee and each Noteholder.

6.7 Rounding

For any determination or calculation required under these conditions:

- (a) all percentages resulting from the determination or calculation must be rounded to the nearest ten-thousandth of a percentage point (with 0.00005 per cent. being rounded up to 0.0001 per cent.); and
- (b) all amounts that are due and payable resulting from the determination or calculation must be rounded (with halves being rounded up) to:
 - (i) in the case of Australian dollars, one cent; and
 - (ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency; and
- (c) all other figures resulting from the determination or calculation must be rounded to five decimal places (with halves being rounded up).

6.8 Default interest

If the Trustee does not pay an amount under this condition 6 (“*Interest*”) on the due date, then the Trustee agrees to pay interest on the unpaid amount at the last applicable Interest Rate.

Interest payable under this condition accrues daily from (and including) the due date to (but excluding) the date the Trustee actually pays and is calculated using the Day Count Fraction.

7 Allocation of Charge-Offs

The Cashflow Allocation Deed contains provisions for:

- (a) allocating Charge-Offs to the Notes and reducing the Stated Amount of the Notes; and
- (b) reinstating reductions in the Stated Amount of the Notes.

8 Redemption

8.1 Redemption of Notes - Final Maturity

The Trustee agrees to redeem each Note on the Maturity Date of that Note by paying to the Noteholder the Redemption Amount for the Note. However, the Trustee is not required to redeem a Note on the Maturity Date of that Note if the Trustee redeems, or purchases and cancels the Note before the Maturity Date of that Note.

8.2 Redemption of Notes - Call Option

- (a) The Trust Manager may (at its option) direct the Trustee to redeem all (but not some only) of the Notes before the Maturity Date and upon receipt of such direction the Trustee must redeem the Notes by paying to the Noteholders the Redemption Amount for the Notes.
- (b) The Trust Manager may only direct the Trustee to redeem the Notes under this condition 8.2 ("*Redemption of Notes – Call Option*") if the proposed redemption date is a Call Option Date. The Trust Manager agrees to direct the Trustee to give notice of the proposed redemption under this condition 8.2 ("*Redemption of Notes – Call Option*"), at least 5 Business Days before the proposed redemption date, to the Registrar and the Noteholders and any stock exchange on which the Notes are listed.

8.3 Redemption for taxation reasons

- (a) If the Trustee is required under condition 10.2 ("*Withholding tax*") to withhold or deduct an amount in respect of Taxes (excluding any FATCA Deduction) from a payment in respect of a Note, the Trust Manager may (at its option) direct the Trustee to redeem all (but not some only) of the Notes, and upon receipt of such direction, the Trustee must redeem the Notes by paying to the Noteholders the Redemption Amount for the Notes.
- (b) The Trust Manager agrees to direct the Trustee to give notice of the proposed redemption under this condition 8.3 ("*Redemption for taxation reasons*"), at least 15 days before the proposed redemption date, to the Registrar and the Noteholders and any stock exchange on which the Notes are listed.
- (c) For any redemption of Notes under this condition 8.3 ("*Redemption for taxation reasons*"), the proposed redemption date must be a Payment Date.

8.4 Payment of principal in accordance with Cashflow Allocation Deed

Payments of principal on each Note will be made in accordance with the Cashflow Allocation Deed.

8.5 Late payments

If the Trustee does not pay an amount under this condition 8 (“*Redemption*”) on the due date, then the Trustee agrees to pay interest on the unpaid amount at the last applicable Interest Rate.

Interest payable under this condition 8.5 (“*Late payments*”) accrues daily from (and including) the due date to (but excluding) the date the Trustee actually pays and is calculated using the Day Count Fraction.

8.6 Final Redemption

A Note will be finally redeemed on the date upon which the Redemption Amount for that Note is paid.

9 Payments

9.1 Payments to Noteholders

The Trustee agrees to pay interest and amounts of principal in respect of a Note to the person who is the Noteholder of that Note at close of business on the Record Date in the place where the Note Register is maintained.

9.2 Payments to accounts

The Trustee agrees to make payments in respect of a Note:

- (a) if the Note is held in a Clearing System, by crediting on the Payment Date, the amount due to the account previously notified by the Clearing System to the Trustee and the Registrar in accordance with the Clearing System’s rules and regulations in the country of the currency in which the Note is denominated; and
- (b) if the Note is not held in a Clearing System, subject to condition 9.3 (“*Payments by cheque*”), by crediting on the Payment Date, the amount due to an account previously notified by the Noteholder to the Trustee and the Registrar in the country of the currency in which the Note is denominated.

9.3 Payments by cheque

If a Noteholder has not notified the Trustee of an account to which payments to it must be made by close of business in the place where the Note Register is maintained on the Record Date, the Trustee may make payments in respect of the Notes held by that Noteholder by cheque.

If the Trustee makes a payment in respect of a Note by cheque, the Trustee agrees to send the cheque by prepaid ordinary post not later than the Business Day immediately before the due date to the Noteholder (or, if two or more persons are entered in the Note Register as joint Noteholders of the Note, to the first named joint Noteholder) at its address appearing in the Note Register at close of business in the place where the Note Register is maintained on the Record Date. Despite the preceding sentence, the Trustee may send a cheque by any other means if directed by the Trust Manager, provided that the Trust

Manager has formed the opinion that the cheque will be delivered at the address of the Noteholder by no later than the due date for payment.

Cheques sent to a Noteholder are sent at the Noteholder's risk and are taken to be received by the Noteholder on the due date for payment. If the Trustee makes a payment in respect of a Note by cheque, the Trustee is not required to pay any additional amount (including under condition 8.5 ("*Late payments*")) as a result of the Noteholder not receiving payment on the due date.

9.4 Payments subject to law

All payments are subject to applicable law. However, this does not limit condition 10 ("*Taxation*").

10 Taxation

10.1 No set-off, counterclaim or deductions

The Trustee agrees to make all payments in respect of a Note in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless such withholding or deduction is required by law.

10.2 Withholding tax

If a law (including FATCA) requires the Trustee to withhold or deduct an amount in respect of Taxes from a payment in respect of a Note, then (at the direction of the Trust Manager):

- (a) the Trustee agrees to withhold or deduct the amount; and
- (b) the Trustee agrees to pay an amount equal to the amount withheld or deducted to the relevant authority in accordance with applicable law.

The Trustee is not liable to pay any additional amount to the Noteholder in respect of any such withholding or deduction (including, without limitation, any FATCA Deduction).

11 Time limit for claims

A claim against the Trustee for a payment under a 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.

12 General

12.1 Role of Calculation Agent

In performing calculations under these conditions, the Calculation Agent is not an agent or trustee for the benefit of, and has no fiduciary duty to or other fiduciary relationship with, any Noteholder.

12.2 Meetings of Secured Creditors

The Master Security Trust Deed contains provisions for convening meetings of the Secured Creditors to consider any matter affecting their interests, including any variation of these conditions.

13 Notices

13.1 Notices to Noteholders

All notices and other communications to Noteholders must be in writing and must be:

- (a) sent by prepaid post (airmail, if appropriate) to the address of the Noteholder (as shown in the Note Register at close of business in the place where the Note Register is maintained on the day which is three Business Days before the date of the notice or communication);
- (b) given by an advertisement published in:
 - (i) the Australian Financial Review or The Australian; or
 - (ii) if the Cashflow Allocation Deed specifies an additional or alternate newspaper, that additional or alternate newspaper;
- (c) posted on an electronic source approved by the Trust Manager and generally accepted for notices of that type (such as Bloomberg or Reuters);
- (d) distributed through the Clearing System in which the Notes are held; or
- (e) announced on the ASX (in relation to any Notes that are listed on the ASX).

13.2 When effective

Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in them.

13.3 When taken to be received

Communications are taken to be received:

- (a) if published in a newspaper, on the first date published in all the required newspapers;
- (b) if sent by post, seven days after posting (or eleven days after posting if sent from one country to another); or
- (c) if posted on an electronic source, distributed through a Clearing System or announced on the ASX, on the date of such posting, distribution or announcement (as applicable).

14 Governing law

14.1 Governing law and jurisdiction

These conditions are governed by the law in force in Victoria. The Trustee and each Noteholder submit to the non-exclusive jurisdiction of the courts of that place.

14.2 Serving documents

Without preventing any other method of service, any document in any court action in connection with any Notes may be served on the Trustee by being

delivered to or left at the Trustee's address for service of notices in accordance with clause 3 ("*Notices and other communications*") of the Master Definitions and Construction Deed.

15 Limitation of liability

The Trustee's liability to the Noteholders of the Trust (and any person claiming through or under a Noteholder of the Trust) in connection with this deed poll and the other Transaction Documents of the Trust is limited in accordance with clause 2.1 ("*Trustee*") of the Master Definitions and Construction Deed.

Latitude Australia Personal Loans Series 2020-1 Trust Note Deed Poll Schedule 2 - Note Transfer

NOTE TRANSFER FORM

FULL NAME OF TRUST OR TRUSTEE	Trust: Trustee:	
DESCRIPTION OF NOTES	Class [*] Notes	Fully Paid
	quantity:	words: figures:
FULL NAME OF TRANSFEROR		
TOTAL PURCHASE PRICE	A\$	Date of Purchase
FULL NAME OF TRANSFEREE		
TFN OR ABN OF TRANSFEREE		
ADDRESS OF TRANSFEREE		
REGISTRATION REQUEST	Please register the transfer of the above named Notes from the Transferor to the Transferee	

I, the Transferor and the registered holder of the above Notes, for the consideration stated, transfer the above named Notes to the Transferee, free from all encumbrances. I warrant that I am legally authorised and entitled to transfer the Notes.

I, the Transferee, hereby accept the Notes. I agree to be bound by the terms of the Note Deed Poll (including the Conditions), the Master Trust Deed, the Cashflow Allocation Deed and the other Transaction Documents on being registered as the holder of the Notes.

EXECUTION BY TRANSFEROR	
DATE EXECUTED	
EXECUTION BY TRANSFEREE	
DATE EXECUTED	

Latitude Australia Personal Loans Series 2020-1 Trust Note Deed Poll

Signing page

24 February
DATED: 2020

SIGNED, SEALED AND DELIVERED)
by)

as attorneys for PERPETUAL)
CORPORATE TRUST LIMITED under)
power of attorney dated 21 June 2017)
in the presence of:)


.....)
Signature of witness)

MICHAEL SQUIRES)
.....)
Name of witness (block letters))



Eugene Tee
Senior Transaction Manager

.....
By executing this deed the attorney
states that the attorney has received no
notice of revocation of the power of
attorney