



# ASX Release

**30 July 2019**

## **Zip mandates NAB on Master Trust Programme**

Zip Co Limited (ASX: Z1P) ("Zip", or the "Company") is pleased to advise that it has mandated National Australia Bank ("NAB") to arrange a series of ABS investor meetings for the establishment of the Zip Master Trust Programme. The Company noted this in its Quarterly Update on 24 July 2019.

Zip is pleased to advise that the mandate has now been confirmed and an Indicative Term Sheet was issued by NAB on 29 July 2019. The Indicative Term Sheet sought expressions of interest for debt funding of \$400m to refinance the funding of existing receivables within Zip's portfolio. Once the transaction is completed, Zip's total facilities available to fund receivables will increase from \$731.5m (as reported in the last Quarterly Update) to \$931.5m.

Consistent with Zip's existing funding programmes, Perpetual Corporate Trust Limited is expected to be appointed as Trustee of the Zip Master Trust at completion. Perpetual is the current trustee of Zip's existing bank warehouse facilities.

The transaction is expected to be completed in the next 8 weeks and the indicative term sheet is attached.

- ENDS -

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**About Zip**

ASX-listed Zip Co Limited (ASX: Z1P) or (“Zip”) is a leading player in the digital retail finance and payments industry. The Company offers point-of-sale credit and digital payment services to the retail, education, health and travel industries. It operates under the Zip Pay, Zip Money and Pocketbook brands. The Company is focused on offering transparent, responsible and fairly priced consumer products. Zip’s platform is entirely digital and leverages big data in its proprietary fraud and credit decisioning technology to deliver real-time consumer responses. Zip is managed by a team with over 50 years’ experience in retail finance and payments and is a licensed and regulated credit provider.

For more information, visit: [www.zip.co](http://www.zip.co)

## Indicative Term Sheet July 2019



### Zip Co Limited

#### Zip Master Trust Series 2019-1

Pricing Date: [\*] 2019

Settlement Date: [\*] 2019

Note Class	Payment Type	Expected Rating ([Moody's])	Expected Maturity Date (years)	Subordination	Volume (A\$M)	Pricing (1MBBSW+)
A1	Soft Bullet	[A1]	[Aug 2021]	[48.0%]	[208.0]	[ ]
A2	Soft Bullet	[A1]	[Aug 2021]	[27.0%]	[84.0]	[ ]
B	Soft Bullet	[Baa2]	[Aug 2021]	[17.0%]	[40.0]	[ ]
C	Soft Bullet	[Ba2]	[Aug 2021]	[14.0%]	[12.0]	[ ]
D	Soft Bullet	[B2]	[Aug 2021]	[10.0%]	[16.0]	[ ]
E	Soft Bullet	[NR]	[Aug 2021]	[5.0%]	[20.0]	[ ]
F	Soft Bullet	[NR]	[Aug 2021]	--	[20.0]	[ ]
<b>Total</b>				<b>100.00%</b>	<b>[400.00]</b>	

The information contained in this document is preliminary and will be superseded by the final offering document relating to the securities described in this document and the underlying transaction documents referred to in it. Any decision to invest in the securities should be made after reviewing such final offering document and the underlying transaction documents referred to in it. Please also read the disclaimer at the end of this document.

**Please also read the important disclaimer at the end of this Indicative Term Sheet.**

<b>Section 2 - Key Parties</b>	
<b>Arranger</b>	National Australia Bank Ltd (“NAB”)
<b>Seller</b>	zipMoney Payments Pty Limited (“ZIP”) a wholly owned subsidiary of Zip Co Limited, or such other person who may be appointed under the Sale Deed.
<b>Trust</b>	Zip Master Trust
<b>Purchaser, Trustee &amp; Issuer</b>	Perpetual Corporate Trust Limited as trustee of the Trust
<b>Security Trustee</b>	P.T. Limited (ABN 67 004 454 666) as trustee of the Zip Master Trust Security Trust
<b>Trust Manager &amp; Servicer</b>	ZIP
<b>Back-up Servicer</b>	Perpetual Corporate Trust Limited as trustee of the Trust
<b>Collection Account Provider &amp; Liquidity Facility Provider</b>	NAB

<b>Section 1 - Overview</b>	
<b>Establishment</b>	This term sheet provides a summary of the Zip’s Master Trust programme and its inaugural issuance, Series 2019-1. Series 2019-1 will comprise seven notes issued as a 2 year soft bullet format. Please refer to the Information Memorandum for a detailed summary of the programme and Series 2019-1.

<b>Section 4 - Key Terms</b>	
<b>Receivable</b>	Any financial asset or form of monetary obligation (including without limitation a personal loan or line of credit loan).
<b>Eligible Receivable</b>	A Trust Receivable that complies with the Eligibility Criteria at the relevant Sale Date.
<b>Trust Receivable</b>	Any Receivable which has been acquired by the Trust.
<b>Outstanding Principal Balance</b>	Means in relation to a trust receivable, an amount equal to: <ul style="list-style-type: none"> <li>a) The total amount payable by the Obligor in respect of that Trust Receivable; less</li> <li>b) Any interest, fees, charges or similar amounts that form part of (a) above that has been recorded on the Obligor’s account: <ul style="list-style-type: none"> <li>i. As being not accrued; or</li> <li>ii. As accrued but not yet paid by the Obligor.</li> </ul> </li> </ul>
<b>Purchase Price</b>	Means the amount specified in an Offer to Sell (or that Offer to Sell Back as the case may be). The Purchase Price represents the principal funded by the Trust and cannot be greater than the Outstanding Principal Balance.

<b>Section 5 - Master Trust Cashflows</b>	
<b>Trust Collections Ledger</b>	<p>A. The Manager will maintain a Trust Collections Ledger for each Collection Period by recording:</p> <p>a) an amount equal to the aggregate of each Retained Collection Amount (being Collections received by the Trust and not allocated to the Series Principal Collections Ledger of any Series), as a credit to the ledger; and</p> <p>b) all withdrawals from that Trust Collections Ledger as a debit to the ledger.</p> <p><u>Withdrawals from Trust Collections Ledger</u></p> <p>On each Trust Payment Date, the Manager must direct the Trustee to withdraw from the Trust Collections Ledger in respect of the immediately preceding Collection Period:</p> <p>a) first, an amount equal to the Income Collections in respect of that Collection Period for application as Total Trust Available Income; and</p> <p>b) next, the remaining balance of the Trust Collections Ledger, for application as Trust Available Principal.</p>

<b>Section 5 - Credit Enhancement Series 2019-1</b>	
<b>Credit Support</b>	<p>Available credit support comprises:</p> <ol style="list-style-type: none"> <li>1. Excess Spread</li> <li>2. Re-designation of excess spread from any series</li> <li>3. Loss Reserve Loan (if any)</li> <li>4. Note Subordination by note priority</li> </ol>
<b>Priority of Charge-Offs</b>	<p>The Total Defaulted Amount is notionally allocated between the Seller Note and each Series according to the Seller Note Percentage (Defaulted Amount) and Series Percentage (Defaulted Amount).</p> <p>For a Series 2019-1, Charge-Offs or any interest payment reductions will first be allocated to the Stated Amount of the most junior note until its stated amount has been reduced to zero and thereafter by next class of note by reverse note priority.</p>
<b>ISIN</b>	[Clive insert placeholder]

<b>Section 6 – Portfolio Parameters</b>	
<b>Eligibility Criteria</b>	<p>A Trust Receivable is an “Eligible Receivable” if it complies with each of the following criteria on the relevant Sale Date for that Trust Receivable:</p> <ol style="list-style-type: none"> <li>(a) the Seller is the sole legal and beneficial owner of the Trust Receivable free from Encumbrance; or</li> <li>(b) Is denominated and repayable in Australian dollars;</li> <li>(c) Is governed by the laws of a State or Territory of Australia;</li> <li>(d) The Obligor had legal capacity to enter into such Trust Receivable and was a resident in Australia or a company incorporated in Australia;</li> <li>(e) Other than in relation to staff accounts, the Obligor is not a Related Entity of the Seller;</li> </ol>

	<p>(f) the Trust Receivable was originated by the Seller in accordance with the Seller’s Credit Procedures and in the ordinary course of its business;</p> <p>(g) the Obligor is not in arrears by more than 7 days in respect of any payment due under the Trust Receivable;</p> <p>(h) the Trust Receivable was originated by the Seller in compliance in all material respects with all applicable laws;</p> <p>(i) the Trust Receivable is legal, valid, binding and enforceable;</p> <p>(j) the Trust Receivable is not subject to any dispute, litigation or claim;</p> <p>(k) subject to any interest free period, the Trust Receivable requires at least monthly payments of fixed amounts or percentages sufficient to pay interest and fully amortises principal over no longer than [72] months;</p> <p>(l) the Receivable is free of deduction, withholding, set-off or counterclaim;</p> <p>(m) the Trust Receivable will not be subject to any right of rescission, set-off, counterclaim or similar defence;</p> <p>(n) it is or will be registered and stamped if required;</p> <p>(o) Any further financial accommodation under the Trust Receivable is at the absolute discretion of the Seller;</p> <p>(p) No notice of the insolvency or bankruptcy of the Obligor in respect of the Trust Receivable has been received;</p> <p>(q) no payments under the Trust Receivable have been rescheduled due to other than for hardship reasons in accordance with the Credit Procedures;</p> <p>(r) The obligations of the Obligor have not been waived under the Trust Receivable, other than for hardship reasons;</p> <p>(s) the Seller is not in material breach of any of its obligations under the Trust Receivable;</p> <p>(t) the assignment of the Trust Receivable does not contravene any law and will not constitute a breach of the Receivable Terms of the Trust Receivable or a default by the Seller or relevant Disposing Trustee (as applicable) under any Encumbrance. All consents required in relation to the assignment of the Trust Receivable have been obtained;</p> <p>(u) the assignment of the Trust Receivable will not be held by a court to be an undervalue transfer, a fraudulent conveyance, or a voidable preference;</p> <p>(v) the Seller or the Servicer holds all documents which are necessary for enforcement of the Trust Receivable;</p> <p>provided that a Trust Receivable will still be an Eligible Receivable despite not complying with one or more of the above criteria on the relevant Sale Date for that Trust Receivable if:</p> <ul style="list-style-type: none"> <li>• there is any Rated Series outstanding, the Manager has provided a Rating Notification in respect of the non-compliance; and</li> <li>• the Manager has confirmed in writing to the Trustee that in the reasonable opinion of the Manager the non-compliance will not result in a Material Adverse Effect in respect of any Series.</li> </ul>
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<b>Section 8 – Key Events</b>	
<b>Revolving Period</b>	<p>The Revolving Period in respect of Series 2019-1 will:</p> <ul style="list-style-type: none"> <li>a) Commence on (and include) the Closing Date; and</li> <li>b) ends on the first to occur of: <ul style="list-style-type: none"> <li>i. the commencement of the Controlled Accumulation Period;</li> <li>ii. the commencement of the Scheduled Amortisation Period;</li> <li>iii. the commencement of the Rapid Amortisation Period; and</li> <li>iv. the Enforcement Date.</li> </ul> </li> </ul>
<b>Series Rapid Amortisation Events</b>	<ul style="list-style-type: none"> <li>a) failure to make a Scheduled Amortisation Payment;</li> <li>b) failure to redeem the Series 2019-1 Notes on the Final Maturity Date;</li> <li>c) failure to pay interest on the Senior Series 2019-1 Notes;</li> <li>d) The Seller does not pay any amount payable by it on time;</li> <li>e) The Seller does not comply with any of its obligations, where such non-compliance has a Material Adverse Payment Effect (remedy period [60] days);</li> <li>f) The Trustee does not comply with any of its obligations where such non-compliance has a Material Adverse Payment Effect (remedy period [60] days);</li> <li>g) The Seller breaches a representation or warranty where such breach has a Material Adverse Payment Effect (remedy period [60] days);</li> <li>h) The Trustee breaches a representation or warranty where such breach has a Material Adverse Payment Effect (remedy period [60] days);</li> <li>i) The average of the Portfolio Yield for 3 consecutive Determination Dates is less than the average of the Expense Rate plus 4%;</li> <li>j) The Seller becomes insolvent;</li> <li>k) The Seller Note Interest is less than the Seller Interest Minimum Amount;</li> <li>l) A Servicer Termination Event occurs which has a Material Adverse Payment Effect;</li> <li>m) A Transaction Document becomes (or is claimed to be) wholly or partly void, voidable or unenforceable or does not have (or is claimed not to have) the priority the Security Trustee intended;</li> <li>n) There is no excess Series 2019-1 Total Available Income available to be applied towards Shared Excess Income in respect of three consecutive Trust Payment Dates.</li> </ul>
<b>Partial Amortisation Event</b>	<p>A Partial Amortisation Event will be subsisting on a Determination Date if, as at the five most recent Trust Payment Dates, the aggregate of the amount deposited to each Series Principal Collections Ledger and the Seller Note Principal Collections Ledger is more than [20%].</p>
<b>Scheduled Amortisation Period</b>	<p>Unless the Rapid Amortisation Period has already commenced, the Scheduled Amortisation Period in respect of Series 2019-1:</p> <ul style="list-style-type: none"> <li>a) will commence on (and include) the Determination Date immediately prior to the Expected Maturity Date; and</li> <li>b) will end on (and include) the first to occur of: <ul style="list-style-type: none"> <li>i. the Scheduled Maturity Date; and</li> <li>ii. the day immediately prior to the Enforcement Date; and</li> </ul> </li> </ul>

	iii. the day immediately prior to the commencement of the Rapid Amortisation Period.
<b>Controlled Accumulation Period</b>	Unless the Rapid Amortisation Period has already commenced, the Controlled Accumulation Period in respect of Series 2019-1: a) will commence on (and include) the Controlled Accumulation Commencement Date; and b) will end on (and include) the first to occur of: i. the day immediately prior to the commencement of the Scheduled Amortisation Period; and ii. the day immediately prior to the Enforcement Date; and iii. the day immediately prior to the commencement of the Rapid Amortisation Period; and iv. the Series Payment Date notified as such by the Manager to the Trustee and the Series 2019-1 Noteholders.
<b>Controlled Accumulation Commencement Date</b>	The date specified as such by the manager in the Controlled Accumulation Notice.

<b>Section 9 - Key Periods &amp; Dates</b>	
<b>Business Day</b>	A day on which banks are open for general banking business in Sydney and Melbourne (not being a Saturday, Sunday or public holiday in that place).
<b>Interest Period</b>	For Series 2019-1, Interest Period means:  (a) initially, the period from (and including) the Issue Date to (but excluding) the immediately following Series Payment Date; and (b) thereafter, the period from (and including) each Series Payment Date to (but excluding) the next following Series Payment Date.
<b>Series Payment Date</b>	Means, in respect of a Series, each Trust Payment Date subject to the Series Business Day Convention in respect of that Series, provided that the first Series Payment Date occurs in the month specified in the Series Supplement for that Series.
<b>Collection Period</b>	The period from (and including) the first day of a calendar month to (and including) the last day of that calendar month. The first Collection Period will end on but exclude the last day of the month preceding the First Payment Date.
<b>Determination Date</b>	The Business Day which is [2] Business Day prior to a Payment Date.
<b>Trust Payment Date and Series Payment Date</b>	[means the [●] day of each calendar month, or if such date is not a Business Day, the immediately following Business Day, provided that the first Trust Payment Date and Series Payment Date occurs in [●] 2019.]
<b>Cut-Off Date</b>	TBD

<b>Series 2019-1 Cashflows</b>	
<b>Series Principal Collections Ledger</b>	The Manager will maintain a Series Principal Collections Ledger for each Series, recording:  A. Daily during that Collection Period, an amount equal to:  a) The Series Percentage for that Series; multiplied by

	<p>b) All Collections received on that day minus Retained Collection Amount; and</p> <p>B. All other deposits to the Series Principal Collections Ledger; minus</p> <p>C. All withdrawals from the Series Principal Collections Ledger.</p> <p>The Manager must not, in respect of a Collection Period, allocate amounts to the Series Principal Collections Ledger under paragraph (A) above which in aggregate exceed an amount equal to:</p> <p>a) the average of the Series Percentage for that Series for each day during that Collection Period; multiplied by</p> <p>b) the Principal Collections for that Collection Period.</p> <p><u>Withdrawals from Series Principal Collections Ledger</u></p> <p>Amounts deposited to a Series Principal Collections Ledger in respect of a Collection Period and a Series may be withdrawn on any day prior to the Determination Date following the end of the relevant Collection Period for following purposes:</p> <p>c) pay the Purchase Price for any Trust Receivables;</p> <p>d) reimburse the Seller for Line of Credit Advances in respect of any Trust Receivables;</p> <p>e) pay any Seller Reimbursement Amount and Principal Adjustment due to the Seller;</p> <p>f) to invest in Authorised Investments.</p> <p>Withdrawals out of the Series Principal Collections Ledger are subject to certain restrictions. Please refer to the IM for further details.</p> <p>The Series Principal Collections Ledger Balance in respect of a Collection Period and a Series, on the Determination Date immediately following the end of that Collection Period, must be withdrawn and applied by the Trustee on the immediately following Trust Payment Date in accordance “Application of Series Principal Collections Ledger”.</p>
<p><b>Series Amortisation Amount</b></p>	<p>For a Series and a Series Payment Date, an amount equal to:</p> <p>a) if that Series Payment Date is during the Controlled Accumulation Period for that Series, the Controlled Accumulation Amount in respect of that Series due on that Series Payment Date;</p> <p>b) if that Series Payment Date is during the Scheduled Amortisation Period for that Series, the Scheduled Amortisation Amount in respect of that Series due on that Series Payment Date; or</p> <p>c) if that Series Payment Date is during the Rapid Amortisation Period for that Series, the aggregate Stated Amount of all Notes of that Series.</p>
<p><b>Total Trust Available Income</b></p>	<p>Equals the aggregate of:</p> <p>a) the Trust Available Income;</p>

	b) Any Trust Principal Draws.
<b>Trust Available Income</b>	Equals the aggregate of: a) All trust collections that are in the nature of income; b) Other trust income.
<b>Series Principal Allocation</b>	A x B where, for a Series: A = the Total Trust Available Principal B = average of the Series Percentage for that Series for each day during the relevant Collection Period.
<b>Series Percentage</b>	a) during the Revolving Period the Series Floating Percentage on that day; b) during the Controlled Accumulation Period, the Scheduled Amortisation Period or the Rapid Amortisation Period the Series Fixed Percentage on that day.
<b>Series Fixed Percentage</b>	$\frac{A}{B + C + D}$ where, on any day: A = the Series Adjusted Interest in respect of that Series on last day of the Revolving Period of that Series (or, if there has been more than one Revolving Period for that Series, on the last day of the most recently ended Revolving Period for that Series); B = for each Series where that day falls during the Revolving Period of that Series, the aggregate of the Series Adjusted Interest in respect of each such Series on that day; C = for each Series where that day does not fall during the Revolving Period for that Series, the aggregate of the Series Adjusted Interest in respect of each such Series on last day of the Revolving Period of that Series (or, if there has been more than one Revolving Period for that Series, on the last day of the most recently ended Revolving Period for that Series); and D = the Seller Note Interest on that day.
<b>Series Floating Percentage</b>	$\frac{A}{B + C + D}$ where, on any day: A = the Series Adjusted Interest in respect of that Series on that day; B = for each Series where that day falls during the Revolving Period of that Series, the aggregate of the Series Adjusted Interest in respect of each such Series on that day; C = for each Series where that day does not fall during the Revolving Period for that Series, the aggregate of the Series Adjusted Interest in respect of each such Series on last day of the Revolving Period of that Series (or, if there has been more than one Revolving Period for that Series, on the last day of the most recently ended Revolving Period for that Series); and D = the Seller Note Interest on that day.

<b>Series Percentage (Income)</b>	$\frac{A}{B + C}$ <p>where, on any day:  A = the Series Interest in respect of that Series on that day;  B = the aggregate Series Interest in respect of each Series on that day;  C = the Seller Note Interest on that day.</p>
<b>Series Adjusted Interest</b>	$A - B$ <p>where, on any day:  A = the Series Interest in respect of a Series on that day; and  B = the Controlled Accumulation Ledger Balance in respect of that Series on that day.</p>
<b>Series Income Allocation</b>	$A \times B$ <p>where, for a Series:  A = the Total Trust Available Income available; and  B = the average of the Series Percentage (Income) in respect of that Series for each day during the relevant Collection Period.</p>
<b>Discount Option</b>	The Seller, in its sole discretion, can nominate a percentage (“Discount Rate”) adjustment to what would’ve otherwise been Outstanding Principal Balance of that Trust receivable.
<b>Discount Percentage</b>	Discount Percentage means, in respect of a Trust Receivable, the percentage (if any) specified as such in the Offer to Sell relating to that Trust Receivable.
<b>Seller Note Interest Minimum Amount</b>	An amount equal to [1]% of the aggregate Outstanding Principal Balance of all Trust Receivables at that time or such lesser amount as may be notified by the Manager to the Trustee subject to rating Notification and for so long as such a reduction does not result in the occurrence of a Series Rapid Amortisation Event in respect of any Series.
<b>Expected Maturity Date</b>	the Payment Date in [August]-2021
<b>Scheduled Maturity Date</b>	[12] months after Expected Maturity Date for each Series as applicable
<b>Capital Requirements and other regulation (CRR)</b>	Zip undertakes to retain, in respect of this transaction, on an ongoing basis a material net economic interest of not less than 5% in accordance with the provisions of Article 6(1) of Regulation (EU) 2017/2402.
<b>Japanese Risk Retention</b>	On 15 March 2019, the Japanese Financial Services Agency (JFSA) published its final rule (the “Rule”), in relation to regulatory capital requirements with respect to the investment by certain Japanese financial institutions in securitisations. Zip makes no statement or representation in relation to the application of the Rule to any transaction or compliance with the Rule and in particular the regulatory capital consequences under the Rule for any person who invests in or holds any interest in Notes. Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Rule; (ii) as to the sufficiency of the information described in the final offering document and (iii) as to the compliance with the Rule in respect of any Transaction.
<b>Section 309B(1)(c) of the Securities and Futures</b>	In connection with Section 309B of the SFA and the Securities and Futures

<b>Act (Chapter 289) of Singapore (the SFA)</b>	(Capital Markets Products) Regulations 2018 (the CMP Regulations 2018), the Notes are classified as capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified 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).
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**Section 10 - Cashflow Allocation Methodology**

<b>Application of Trust Available Principal</b>	a) first, to fund any Trust Principal Draw; b) next: <ol style="list-style-type: none"> <li>i. in respect of each Series, an amount equal to the Series Principal Allocation in respect of that Series; and</li> <li>ii. an amount equal to the Seller Note Principal Allocation.</li> </ol>
<b>Application of Series 2019-1 Total Available Principal</b>	a) first, to fund any Series 2019-1 Principal Draw; b) next as follows: <ol style="list-style-type: none"> <li>i. if that Payment Date is during the Revolving Period (and is not a Redemption Call Date), to be applied as Shared Excess Principal;</li> <li>ii. if that Payment Date is during the Controlled Accumulation Period (and is not a Redemption Call Date), in the following order of priority:             <ol style="list-style-type: none"> <li>(a) first, to the Controlled Accumulation Ledger and amount equal to any current and previously unpaid Controlled Accumulation Amount; and</li> <li>(b) next, the remaining balance to be applied as Shared Excess Principal;</li> </ol> </li> <li>iii. if that Payment Date is during the Scheduled Amortisation Period (and is not a Redemption Call Date), in the following order of priority:             <ol style="list-style-type: none"> <li>(a) first, up to an amount equal to the Scheduled Amortisation Amount will be applied pari passu and rateably                 <ol style="list-style-type: none"> <li>(i) to the Series 2019-1 Class A1 Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class A1 Notes;</li> <li>(ii) to the Series 2019-1 Class A2 Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class A2 Notes;</li> <li>(iii) to the Series 2019-1 Class B Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class B Notes;</li> <li>(iv) to the Series 2019-1 Class C Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class C Notes;</li> <li>(v) to the Series 2019-1 Class D Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class D Notes;</li> </ol> </li> <li>(b) next, the remaining balance to be applied as Shared Excess Principal;</li> </ol> </li> </ol>

	<p>iv. if that Payment Date is a Redemption Call Date or is during the Rapid Amortisation Period:</p> <p>(a) first, to the Series 2019-1 Class A1 Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class A1 Notes;</p> <p>(b) next, to the Series 2019-1 Class A2 Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class A2 Notes;</p> <p>(c) next, to the Series 2019-1 Class B Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class B Notes;</p> <p>(d) next, to the Series 2019-1 Class C Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class C Notes;</p> <p>(e) next, to the Series 2019-1 Class D Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class D Notes;</p> <p>(f) next, to the Series 2019-1 Class E Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class E Notes;</p> <p>(g) next, to the Series 2019-1 Class F Noteholders to repay the aggregate Stated Amount of the Series 2019-1 Class F Notes;</p> <p>(h) next, the remaining balance to be applied as Shared Excess Principal;</p>
<p><b>Application of Total Trust Available Income</b></p>	<p>a) first, A\$10 to the Participation Unitholder;</p> <p>b) next, in payment of any Accrued Interest Adjustment due to each Transferor;</p> <p>c) next, towards any Taxes payable;</p> <p>d) next, pari passu and rateably, towards payment of:</p> <p>iii. the Trustee's fee and any costs; and</p> <p>iv. the Security Trustee's fee and any costs;</p> <p>e) next, pari passu and rateably, towards payment of:</p> <p>i. the Manager's fee and any costs;</p> <p>ii. the Servicer's fee and any costs;</p> <p>iii. the Standby Servicer's fee and any costs; and</p> <p>iv. any Trust Expenses;</p> <p>f) next, pari passu and rateably:</p> <p>i. towards any previous period unreimbursed Trust Principal Draws funded from Trust Available Principal;</p> <p>ii. towards any unreimbursed Trust Principal Draws funded from any Series Principal Collections Ledger; and</p> <p>iii. towards any unreimbursed Trust Principal Draws funded from any Seller Note Principal Collections Ledger; and</p> <p>g) next:</p> <p>i. in respect of each Series, an amount equal to the Series Income Allocation; and</p> <p>i. an amount equal to the Seller Note Income Allocation.</p>
<p><b>Application of Income Allocation Series 2019-1</b></p>	<p>a) Pari passu and rateably:</p> <p>i. to the Derivative Counterparty, towards payment of the net amount, excluding any break costs where the Derivative Counterparty is the Defaulting Party or sole Affected Party;</p> <p>ii. to the Liquidity Facility provider for interest, fees and repayment of any Liquidity Advances.</p> <p>b) next, to the Class A1 Noteholders, towards payment of current and any unpaid Interest;</p>

	<ul style="list-style-type: none"> <li>c) next, to the Class A2 Noteholders, towards payment of current and any unpaid Interest Interest Periods;</li> <li>d) next, to the Class B Noteholders, towards payment of current and any unpaid Interest;</li> <li>e) next, to the Class C Noteholders, towards payment of current and any unpaid Interest;</li> <li>f) next, to the Class D Noteholders, towards payment of current and any unpaid Interest;</li> <li>g) next towards Total Available Principal an amount equal to unreimbursed Series 2019-1 Principal Draws</li> <li>h) next, to cover current period losses;</li> <li>i) next, to cover unreimbursed charge-offs;</li> <li>j) next, to the Class E Noteholders, towards payment of current and any unpaid Interest;</li> <li>k) next, to the Class F Noteholders, towards payment of current and any unpaid Interest;</li> <li>l) Next to the Liquidity Facility Provider and Series 2019-1 Derivative Counterparty for amounts owed but not previously paid.</li> <li>m) next, to be applied as Trust Excess Income.</li> </ul>
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- (a) may from time to time be a holder of the Notes (“**Noteholder**”) or have a pecuniary or other interests with respect to the Notes and they may also have interests relating to other arrangements with respect to a Noteholder or a Note; and
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- (vi). each Relevant Entity may have various potential and actual conflicts of interest arising in the course of its business. These interests may conflict with the interests of a Transaction Document Party, a prospective investor or a Noteholder, and a Transaction Document Party, a prospective investor or a Noteholder may suffer loss as a result. To the maximum extent permitted by applicable law, a Relevant Entity is not restricted from entering into, performing or enforcing its rights in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests and may otherwise continue or take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of Noteholders, prospective investors or a Transaction Document Party, and the Relevant Entity may in so doing act without notice to, and without regard to, the interests of any such person.

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