



Independent assurance report under the CBA Covered Bond Trust Cover Pool Monitor Agreement dated 15 November 2011 as amended on 22nd December 2011, as amended and restated on 27 June 2012, as further amended and restated on 16 November 2012 as amended and restated on 15 November 2013 and as further amended and restated on 13 December 2019 (the Agreement) and engagement letter dated 19 May 2022 (the Engagement Letter).

To the Directors and Authorised Officers of Commonwealth Bank of Australia (Issuer or CBA) and Securitisation Advisory Services Pty. Limited (Trust Manager) and the Directors and Authorised Officers of Deutsche Trustee Company Limited (Bond Trustee), Perpetual Corporate Trust Limited (Covered Bond Guarantor) and P.T. Limited (Security Trustee).

Conclusion

We have undertaken a limited assurance engagement on the Trust Manager's compliance, in all material respects, with the keeping of an accurate register of the assets in the cover pool as evaluated against the requirements of Section 30(4)(a) of the Banking Act (the Act), for the period from 1 May 2021 to 31 October 2021 (Assessment period).

We have also undertaken a limited assurance engagement on CBA's compliance, in all material respects, with the requirements of sections 31 and 31A of the Act during the Assessment Period.

Limited assurance engagement on compliance with the requirement to the keep an accurate register of the assets in the cover pool

Based on the procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the Trust Manager has not complied, in all material respects, with the requirement to keep an accurate register of the assets in the cover pool as required under Section 30(4)(a) of the Act during the Assessment Period.

Limited assurance engagement on compliance with the requirements of sections 31 and 31A of the Act

Based on the procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that CBA has not complied, in all material respects, with the requirements of sections 31 and 31A of the Act during the Assessment Period.

Basis for conclusion

We conducted our engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

Respective responsibilities

The Trust Manager is responsible for keeping an accurate register of the assets in the cover pool as defined in section 30(4)(a) of the Act, identifying risks that threaten compliance with that section, designing and operating controls which will mitigate those risks, and monitoring ongoing compliance.



The Issuer is responsible for its compliance with the requirements of sections 31 and 31A of the Act, identifying risks that threaten compliance with the requirements those sections, designing and operating controls which will mitigate those risks, and monitoring ongoing compliance.

Our independence and quality control

We have complied with the independence and other relevant ethical requirements relating to assurance engagements and apply Auditing Standard ASQC 1 Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements in undertaking this assurance engagement.

Our responsibilities

Our responsibility is to express a limited assurance conclusion on the Trust Manager's and the Issuer's compliance, in all material respects, as described in Part A and Part B below. ASAE 3100 requires that we plan and perform our procedures to obtain limited assurance about whether anything has come to our attention that indicates that the Trust Manager and Issuer have not complied, in all material respects, with the keeping an accurate register of the assets in the cover pool as defined in section 30(4)(a) of the Act, and compliance with the requirements of sections 31 and 31A of the Act respectively, during the Assessment Period.

In a limited assurance engagement, the assurance practitioner performs procedures, primarily consisting of discussion and enquiries of management and others within the entity, as appropriate, and observation and walk-throughs and evaluates the evidence obtained. The procedures selected depend on our judgement, including identifying areas where the risk of material non-compliance with the compliance requirements of sections 30(4)(a), 31, and 31A of the Act is likely to arise.

The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, we do not express a reasonable assurance opinion on compliance with the sections 30(4)(a), 31 and 31A of the Act.

We believe that the evidence we have obtained in Part A and Part B is sufficient and appropriate to provide a basis for our conclusion.

Part A – Review of the compliance with the requirement to keep an accurate register of the assets in the cover pool

Our limited assurance engagement has been conducted in accordance with the Australian Standard on Assurance Engagements (ASAE) 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board to provide limited assurance that the Trust Manager has complied with the requirement to keep an accurate register of the assets in the cover pool as required under section 30(4)(a) of the Act. The register of assets in the cover pool for this purpose is the register maintained by the Trust Manager containing the following data fields in the Helios Securitisation System (Helios):



- i. Loan Identification Number
- ii. Security Value (as determined by CBA's policy for the valuation of a security interest in a residential mortgage)
- iii. Principal Balance Outstanding (excluding any adjustments for collective provisioning or other provision made by CBA)
- iv. Post Code of the residential mortgage.
- v. Loan origination date
- vi. Deposit remaining in GIC Account (Principal ledger)
- vii. Demand Loan Advance (unallocated)
- viii. Substitution Assets Balance

Our procedures included enquiries of the Trust Manager and examining, on a sample basis, evidence supporting the compliance by the Trust Manager with the requirement to maintain an accurate register of assets in the cover pool as required under section 30(4)(a) of the Act. These procedures have been undertaken to form a conclusion as to whether anything has come to our attention that causes us to believe that the Trust Manager did not maintain, in all material respects, an accurate register of the assets in the cover pool as required under section 30(4)(a) of the Act during the Assessment Period.

Part B – Review of compliance with the requirements of sections 31 and 31A of the Act

Our limited assurance engagement has been conducted in accordance with ASAE 3100 *Compliance Engagements* to provide limited assurance as to whether CBA has complied with the requirements of sections 31 and 31A of the Act. Our procedures included enquiries of CBA and examining, on a sample basis, evidence supporting compliance with the requirements of sections 31 and 31A of the Act. These procedures have been undertaken to form a conclusion as to whether anything has come to our attention that causes us to believe that CBA did not comply, in all material respects, with the requirements of sections 31 and 31A of the Act during the Assessment Period.

Inherent limitations

Because of the inherent limitations of an assurance engagement, together with the internal control structure, it is possible that fraud, error or non-compliance may occur and may not be detected.

A limited assurance engagement for the Assessment period does not provide assurance on whether compliance with the requirements of sections 30(4)(a), 31 and 31A of the Act will continue in the future.



Use of report

In carrying out the function of Cover Pool Monitor under section 30(4)(c) of the Act, we make this report available to CBA for distribution to the holders of covered bonds or their representatives. In accordance with section 30(5) of the Act and section 2.4 of the Cover Pool Monitor Agreement, we have also agreed with the Directors and Authorised Officers of the Issuer, the Trust Manager, Deutsche Trustee Company Limited, Perpetual Corporate Trust Limited and P.T. Limited to provide them with this report or a copy of it.

We disclaim all responsibility and liability for the consequences of any use or reliance on this report by any person (including without limitation a person who accesses this report from a website) who is not referred to in the preceding paragraph and we disclaim all responsibility and liability for the consequences of any use or reliance on this report by any person (including those referred to in the preceding paragraph) for any purpose other than that for which it was prepared under section 30(4)(c) of the Act or in accordance with the Cover Pool Monitor Agreement.

PricewaterhouseCoopers

PricewaterhouseCoopers

A handwritten signature in black ink, appearing to read 'M Lunn', written over a horizontal line.

Matthew Lunn
Partner

19 July 2022
Sydney