# Target Market Determination

## for Prime – Fixed Product

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

*IMPORTANT: This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Prime – Fixed Product with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252 trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

# Target Market Determination

## for Prime – Fixed Product

### PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | Prime – Owner Occupied or Investment Loans. | Prime Construction – Owner Occupied or Investment Loans. |
|---|---|---|
| **Interest Rate Type** | Fixed. | Fixed. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and Interest<br>OR<br>Interest only, is only available during the construction phase (default terms 12 months). |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>12 months (interest-only repayments, extension allowed). Terms and conditions apply. |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>▪ during the construction period, if an Offset Facility is linked to the loan; or<br>▪ after the construction period. |
| **Maximum LVR** | 95% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | |
| **Loan Amount** | Max loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

# Target Market Determination

## for Prime – Fixed Product

## TARGET MARKET

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a property loan with certainty of fixed repayments over a set period for any of the following purposes: purchasing, refinancing, or renovating a residential owner occupied or investment property; purchase of house and land package; building and construction finance; personal needs or personal investments; and/or off the plan purchase. | ▪ The property loan facility will receive a fixed interest rate between 1 and 5 years, meaning repayments will be fixed for the selected term.<br>▪ The Fixed Rate loan will change to a Standard Variable Rate loan after the set fixed interest period expires. The interest rate and repayments will become variable, unless it is switched to another loan type including a new Fixed Rate loan.<br>▪ Additional charges including an early repayment adjustment (ERA) may apply if a customer wishes to break their fixed term early.<br>▪ Fees, charges, and third-party costs will be payable. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount up to $20,000 per annum and switch between principal and interest, and interest only repayments. | ▪ Extra repayments of up to $20,000 per annum, can be made without additional charges.<br>▪ The threshold limit includes the combined offset balance(s) greater than $20,000 in any offset facility(s) linked to a fixed rate.<br>▪ A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| ▪ Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa Debit Card (Australian residents only) and either (a) during the construction period, if an Offset Facility is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit and BPAY repayment facility; Staff assisted channels; and ATMs. |

# Target Market Determination

## for Prime – Fixed Product

## ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either an Australian Citizen or a Permanent Resident of Australia;
- meet our lending eligibility criteria; and
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination
for Prime – Fixed Product

## DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
|---|---|
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

# Target Market Determination
for Prime – Fixed Product

## REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
|---|---|
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Target Market Determination
## for Prime – Fixed Product

## DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## for Prime – Variable Product

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

*IMPORTANT: This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Prime – Variable Product with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252 trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

# Target Market Determination

## for Prime – Variable Product

### PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | Prime – Owner Occupied or Investment Loans. | Prime Construction – Owner Occupied or Investment Loans. |
|---|---|---|
| **Interest Rate Type** | Variable. | Variable. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and Interest<br>OR<br>Interest only, is only available during the construction phase (default terms 12 months). |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>12 months (interest-only repayments, extension allowed). Terms and conditions apply. |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>▪ during the construction period, if an offset account is linked to the loan; or<br>▪ after the construction period. |
| **Maximum LVR** | 95% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | |
| **Loan Amount** | Max loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

# Target Market Determination

## for Prime – Variable Product

## TARGET MARKET

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a property loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes: purchasing, refinancing, or renovating a residential owner occupied or investment property; purchase of house and land package; building and construction finance; construction of owner occupied or investment modular home (only for accredited builders); consolidation of personal debt; personal needs or personal investments; and/or off the plan purchase. | ▪ The property loan account has a variable interest rate, meaning that repayments will vary based on changes to the interest rate.<br>▪ The loan amount can be used for any one or more of the listed purposes.<br>▪ Fees, charges, and third-party costs will be payable. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount and switch between principal and interest repayments, and interest-only repayments. | ▪ Unlimited additional repayments (including the ability to pay the loan out early) can be made without additional charge.<br>▪ Customers can switch between principal and interest repayments, and interest-only repayments. Terms and conditions apply. |
| ▪ Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa Debit Card (Australian residents only) and either (a) during the construction period, if an offset account is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit and BPAY repayment facility; Staff assisted channels; and ATMs. |

PRIME®

# Target Market Determination

## for Prime – Variable Product

## ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either an Australian Citizen or a Permanent Resident of Australia;
- meet our lending eligibility criteria; and
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination

## for Prime – Variable Product

### DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
|---|---|
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

## REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
|---|---|
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Target Market Determination
## for Prime – Variable Product

### DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## for Prime NDIS – Fixed Product

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

*IMPORTANT: This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Prime NDIS – Fixed Product with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, Australian Financial Services Licence and Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

PRIME®

# Target Market Determination

## for Prime NDIS – Fixed Product

## PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | NDIS – Owner-Occupied or Investment Loans | NDIS Construction – Owner-Occupied or Investment Loans |
|---|---|---|
| **Maximum LVR** | 80% of DCF valuation (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time).<br>DCF valuation is a way to estimate what an SDA property is worth today based on the money it's expected to earn in the future. | |
| **Loan amount** | Max loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Interest Rate Type** | Fixed. | Fixed. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest Only, is available for an agreed period. | Principal and Interest<br>OR<br>Interest Only, is only available during the construction phase (maximum period of 24 months). |
| **Loan Term** | Up to 360 months (Principal & interest repayments)<br>Up to 60 months (Interest only repayments). | Up to 360 months (Principal & interest repayments)<br>Up to 24 months (Interest only repayments). |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Redraw Facility** | Redraw facility available which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed and processed for construction progress payments. |
| **Cashout Facility** | Not available. | |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>▪ during the construction period, if an offset facility is linked to the loan; or<br>▪ after the construction period. |

# Target Market Determination
## for Prime NDIS – Fixed Product

## TARGET MARKET

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a property loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes: purchasing, refinancing, renovating or investment in a Specialist Disability Accommodation (SDA) property; purchase of an SDA approved house and land package; building and construction finance for an SDA qualified property with a specialist disability accommodation provider; and SDA approved property with an off the plan purchase. | ▪ The property loan account will have a fixed interest rate between 1 and 5 years, meaning repayments will be fixed for the selected term.<br>▪ Additional charges including an early repayment adjustment (ERA) may apply if a customer wishes to break their fixed term early or pay the loan out early.<br>▪ The Fixed Rate loan will change to a Standard Variable Rate loan, after the set fixed interest period expires. The interest rate and repayments will become variable, unless it is switched to another loan type including a new Fixed Rate loan.<br>▪ Customer must have agreed terms to enter into a lease arrangement with a specialist disability accommodation provider within 90 days of drawdown of the loan or as soon as construction is complete.<br>▪ Net funds paid to customer via the specialist disability accommodation provider under the lease agreement must be paid into an offset facility held with us.<br>▪ Fees, charges, and third-party costs will be payable. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount of up to $20,000 per annum and switch between principal & interest and interest only repayments. | ▪ Extra repayments of up to $20,000 per annum, can be made without additional charges.<br>▪ The threshold limit includes the combined offset balance(s) greater than $20,000 in any offset facility linked to a fixed rate.<br>▪ A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| ▪ Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa debit card (Australian residents only) and either (a) during the construction period, if an offset facility is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit and BPAY repayment facility; Staff assisted channels; and ATMs. |

PRIME®

# Target Market Determination

## for Prime NDIS – Fixed Product

## ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either an Australian Citizen or a Permanent Resident of Australia;
- the property must be a qualified or approved SDA property;
- must meet and continue to meet the requirements of the National Disability Insurance Scheme (NDIS) and provide requested evidence of meeting NDIS requirements;
- meet our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination
## for Prime NDIS – Fixed Product

## DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
|---|---|
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

## REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
|---|---|
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Target Market Determination

## for Prime NDIS – Fixed Product

## DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## for Prime NDIS – Variable Product

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

*IMPORTANT: This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Prime NDIS – Variable Product with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, Australian Financial Services Licence and Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

# Target Market Determination

## for Prime NDIS – Variable Product

### PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | NDIS – Owner-Occupied or Investment Loans | NDIS Construction – Owner-Occupied or Investment Loans |
|---|---|---|
| **Maximum LVR** | 80% of DCF valuation (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time).<br>DCF valuation is a way to estimate what an SDA property is worth today based on the money it's expected to earn in the future. | |
| **Loan amount** | Max loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Interest Rate Type** | Variable. | Variable. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest Only, is available for an agreed period. | Principal and Interest<br>OR<br>Interest Only, is only available during the construction phase (maximum period of 24 months). |
| **Loan Term** | Up to 360 months (Principal & interest repayments)<br>Up to 60 months (Interest only repayments). | Up to 360 months (Principal & interest repayments)<br>Up to 24 months (Interest only repayments). |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Redraw Facility** | Redraw facility available which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed and processed for construction progress payments. |
| **Cashout Facility** | Not available. | |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>▪ during the construction period, if an offset facility is linked to the loan; or<br>▪ after the construction period. |

# Target Market Determination

## for Prime NDIS – Variable Product

## TARGET MARKET

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a property loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes: purchasing, refinancing, renovating or investment in a Specialist Disability Accommodation (SDA) property; purchase of an SDA approved house and land package; building and construction finance for an SDA qualified property with a specialist disability accommodation provider; and SDA approved property with an off the plan purchase. | ▪ The property loan account has a variable interest rate, meaning that repayments will vary based on changes to the interest rate.<br>▪ The loan amount can be used for any one or more of the listed purposes for an SDA qualified or approved property.<br>▪ Customer must have agreed terms to enter into a lease arrangement with a specialist disability accommodation provider within 90 days of drawdown of the loan or as soon as construction is complete.<br>▪ Net funds paid to customer via the specialist disability accommodation provider under the lease agreement must be paid into an offset facility held with us.<br>▪ Fees, charges, and third-party costs will be payable. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount and switch between Principal & Interest and Interest Only repayments. | ▪ Unlimited additional repayments (including the ability to repay the loan out early) can be made without additional charge.<br>▪ A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| ▪ Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa debit card (Australian residents only) and either (a) during the construction period, if an offset facility is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit and BPAY repayment facility; Staff assisted channels; and ATMs. |

# Target Market Determination

## for Prime NDIS – Variable Product

## ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either an Australian Citizen or a Permanent Resident of Australia;
- the property must be a qualified or approved SDA property;
- must meet and continue to meet the requirements of the National Disability Insurance Scheme (NDIS) and provide requested evidence of meeting NDIS requirements;
- meet our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination

## for Prime NDIS – Variable Product

## DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
|---|---|
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

# Target Market Determination

for Prime NDIS – Variable Product

## REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
| --- | --- |
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Target Market Determination

## for Prime NDIS – Variable Product

### DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## for HomePay – Fixed Product

This Target Market Determination (TMD), which is required by law, is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances that will cause us to review this TMD and ensure that it is still appropriate for our product (Review Triggers).

*IMPORTANT: This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial and legal advice before making any decision.*

| | |
|---|---|
| **Product** | HomePay – Fixed Product with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, trading as Origin Mortgage Management Services, Australian Credit License 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this TMD. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

# Target Market Determination

## for HomePay – Fixed Product

### PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | HomePay Construction Owner Occupied or Investment Loans |
|---|---|
| **Interest Rate Type** | Fixed. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest Only, is only available during the construction phase (maximum period of 12 months). |
| **Redraw Facility** | Redraws are only allowed after construction is complete. |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 12 months (interest only repayments). |
| **Maximum LVR** | 92% (owner occupied)<br>90% (Investment)<br>(the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). |
| **Loan Amount** | Max loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. |
| **Cashout Facility** | Not available during construction.<br>Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. |
| **Visa Debit Card** | Available for Australian residents and only:<br>▪ during the construction period, if an Offset Facility is linked to the loan; or<br>▪ after the construction period. |

# Target Market Determination

## for HomePay – Fixed Product

**TARGET MARKET**

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a property loan with certainty of fixed repayments over a set period for any of the following purposes: purchase of house and land package; building and construction finance for a residential owner occupied or investment property. | ▪ The property loan account will receive a fixed interest rate between 1 and 5 years, meaning repayments will be fixed for the selected term.<br>▪ The Fixed Rate loan will change to a Standard Variable Rate loan after the set fixed interest period expires. The interest rate and repayments will become variable, unless it is switched to another loan type including a new Fixed Rate loan.<br>▪ Additional charges including an early repayment adjustment (ERA) may apply if a customer wishes to break their fixed term early.<br>▪ The loan amount can be used for any one or more of the listed purposes.<br>▪ Fees, charges, and third-party costs will be payable. |
| ▪ Have a build contract with a HomePay accredited builder. | ▪ The product is only appropriate for customers that are partnering with a builder that has been accredited by HomePay. |
| ▪ Require the flexibility regarding the payment of principal and interest during the construction period of their property, including: first home buyers who are currently renting and would find it difficult to manage rent and construction loan payments simultaneously; second homeowners who have a current property and would like to build a new home to live in, however they need to sell their existing house or will be renting out their existing house once their new home is built; investors who would like to build a new investment property and would like to commence loan repayments once the property is earning income. | ▪ The loan does not require customers to make repayments of principal or interest for up to 12 months during the construction period of their property.<br>▪ Instead, interest amounts are capitalised for up to 12 months during the construction period of the property and added to the principal loan amount.<br>▪ Once construction is complete or 12 months from the date of the grant of the loan (whichever is earliest), the customer is obliged to begin making principal and interest payments on the total amount of the loan. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount and switch between principal and interest, and interest only repayments. | ▪ Extra repayments of up to $20,000 per annum, can be made without additional charges.<br>▪ The threshold limit includes the combined offset balance(s) greater than $20,000 in any offset account(s) linked to a fixed rate.<br>▪ A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |

| | |
|---|---|
| ▪ Require the option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa Debit Card (Australian residents only) and either (a) during the construction period, if an Offset Facility is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit and BPAY repayment facility; Staff assisted channels; and ATMs. |

# Target Market Determination
## for HomePay – Fixed Product

### ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either an Australian Citizen or a Permanent Resident of Australia;
- have a build contract with a HomePay accredited builder;
- meets our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- a guarantor who supports the loan also meets our lending eligibility criteria.

### FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination

## for HomePay – Fixed Product

### DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
|---|---|
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

## REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
|---|---|
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Target Market Determination
## for HomePay – Fixed Product

### DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## for HomePay – Variable Product

This Target Market Determination (TMD), which is required by law, is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances that will cause us to review this TMD and ensure that it is still appropriate for our product (Review Triggers).

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| | |
|---|---|
| **Product** | HomePay – Variable Product with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, trading as Origin Mortgage Management Services, Australian Credit License 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this TMD. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

# Target Market Determination

## for HomePay – Variable Product

### PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | HomePay Construction Owner Occupied or Investment Loans |
|---|---|
| **Interest Rate Type** | Variable. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest Only, is only available during the construction phase (maximum period of 12 months). |
| **Redraw Facility** | Redraws are only allowed after construction is complete. |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 12 months (interest only repayments). |
| **Maximum LVR** | 92% (owner occupied)<br>90% (Investment)<br>(the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). |
| **Loan Amount** | Max loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. |
| **Cashout Facility** | Not available during construction.<br>Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. |
| **Visa Debit Card** | Available for Australian residents and only:<br>▪ during the construction period, if an Offset Facility is linked to the loan; or<br>▪ after the construction period. |

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# Target Market Determination

## for HomePay – Variable Product

### TARGET MARKET

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a property loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes: purchase of house and land package; building and construction finance for a residential owner occupied or investment property. | ▪ The property loan account has a variable interest rate, meaning that repayments will vary based on changes to the interest rate.<br>▪ The loan amount can be used for any one or more of the listed purposes.<br>▪ Fees, charges, and third-party costs will be payable. |
| ▪ Have a build contract with a HomePay accredited builder. | ▪ The product is only appropriate for customers that are partnering with a builder that has been accredited by HomePay. |
| ▪ Require the flexibility regarding the payment of principal and interest during the construction period of their property, including: first home buyers who are currently renting and would find it difficult to manage rent and construction loan payments simultaneously; second homeowners who have a current property and would like to build a new home to live in, however they need to sell their existing house or will be renting out their existing house once their new home is built; investors who would like to build a new investment property and would like to commence loan repayments once the property is earning income. | ▪ The loan does not require customers to make repayments of principal or interest for up to 12 months during the construction period of their property.<br>▪ Instead, interest amounts are capitalised for up to 12 months during the construction period of the property and added to the principal loan amount.<br>▪ Once construction is complete or 12 months from the date of the grant of the loan (whichever is longest), the customer is obliged to begin making principal and interest payments on the total amount of the loan. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount and switch between principal and interest, and interest only repayments. | ▪ Unlimited additional repayments (including the ability to pay the loan out early) can be made without additional charge.<br>▪ A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| ▪ Require the option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa Debit Card (Australian residents only) and either (a) during the construction period, if an Offset Facility is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit and BPAY repayment facility; Staff assisted channels; and ATMs. |

# Target Market Determination

## for HomePay – Variable Product

### ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either an Australian Citizen or a Permanent Resident of Australia;
- have a build contract with a HomePay accredited builder;
- meets our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- a guarantor who supports the loan also meets our lending eligibility criteria.

### FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination

## for HomePay – Variable Product

## DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
| --- | --- |
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

## REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
|---|---|
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Target Market Determination

for HomePay – Variable Product

## DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

*for Non-Resident – Fixed Investment Product*

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

***IMPORTANT:*** *This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Non-Resident – Fixed Investment with an optional visa debit card for Australian residents only |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252 trading as Origin Mortgage Management Services, Australian Credit Licence 337303 |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269 |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30th September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination |

**** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.***

## Product Description and Key Attributes

| Product Features | Non-resident – Loan | Non-resident – Construction Loan |
|---|---|---|
| **Interest Rate Type** | Fixed. | Fixed. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and Interest<br>OR<br>Interest only, is only available during the construction phase (maximum period of 12 months). |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>Up to 12 months (interest only repayments). |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>● during the construction period, if an Offset Facility is linked to the loan; or<br>● after the construction period. |
| **Maximum LVR** | 85% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | 85% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). |
| **Loan Amount** | Max loan size $3.0m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | Max loan size $3.0m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

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## Target Market

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| • Are seeking a home loan with certainty of fixed repayments over a set period for the following purposes:<br>○ purchasing, refinancing, or renovating a residential investment property;<br>○ purchase of investment house and land package;<br>○ investment building and construction finance;<br>○ personal needs or personal investments; and/or<br>○ off the plan purchase as investors. | • Customers will receive a fixed interest rate for between 1- and 5-years meaning repayments will be fixed for the selected term.<br>• The Fixed Rate home loan will change to a Standard Variable Rate home loan after the set fixed interest period, where the interest rate and repayments will become variable, unless it is switched to another loan type including a new Fixed Rate home loan.<br>• Additional charges including an early repayment adjustment may apply if a customer wishes to break their fixed term early. |
| • Require the flexibility to make additional payments more than the required monthly repayment amount up to $20,000 per annum and switch between principal and interest, and interest only repayments. | • Extra repayments of up to $20,000 per annum can be made without additional charges.<br>• The threshold limit includes the combined offset balance(s) greater than $20,000 in any offset account(s) linked to a fixed rate.<br>• A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| • Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | • Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>• Customers can deposit, withdraw, or transact on the account via a broad range of channels by using:<br>○ Visa Debit Card (Australian residents only) and either:<br>○ (a) during the construction period, if an Offset Facility is linked to the loan; or<br>○ (b) after the construction period,<br>○ Online and Mobile Application access;<br>○ Direct Debit Facility and BPAY; and<br>○ Staff assisted channels. |

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## Eligibility Criteria for the Product

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either an Australian Citizen or a Permanent Resident of Australia;
- meet our lending eligibility criteria; and
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## Financial Situation

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

## Distribution Conditions & Approved Channels

**Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market product and in accordance with our process requirements.**

<table>
<tr><th>Distribution Channels</th><th>Product Distribution</th></tr>
<tr><td><ul><li>Staff assisted channels (e.g., via email or phone)</li></ul></td><td><ul><li>Our staff have the necessary training, knowledge, and accreditation (if required):<ul><li>to understand and can discuss the features and rates of our products;</li><li>to understand and can discuss the key differences of our products;</li><li>to assess whether the consumer is within the Target Market;</li><li>to assess whether the consumer meets our lending eligibility criteria; and</li><li>have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, pricing tools etc.</li></ul></li><li>Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.</li><li>We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market.</li></ul></td></tr>
<tr><td><ul><li>Online channels (e.g., website and the mobile app)</li></ul></td><td><ul><li>The product cannot be distributed through online channels, however the application process may commence online.</li><li>Applications commenced through an online channel will be directed through to a staff assisted channel.</li></ul></td></tr>
<tr><td><ul><li>Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations</li></ul></td><td><ul><li>A distributor must:<ul><li>hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee;</li><li>comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager; and</li><li>comply with their legal obligations.</li></ul></li><li>Third party brokers must also:<ul><li>hold appropriate qualifications, industry membership and authorisations to engage in credit activities; and</li><li>comply with their obligation to act in the best interests of their client when providing credit assistance.</li></ul></li><li>These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager.</li></ul></td></tr>
</table>

## Review Triggers

**Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:**

| Review triggers | Description |
|---|---|
| Consumer outcomes | • Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>• Unexpected early-stage arrears are detected.<br>• A significant number of defaults occur.<br>• A significant number of late repayments are being recorded.<br>• Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | • A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | • A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | • The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | • A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | • The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

## Distributor Reporting Requirements

**The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:**

| Type of information | Description | Reporting period |
|---|---|---|
| Complaints | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| Significant dealing(s) | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD) | As soon as practicable, and in any case within 10 business days after becoming aware. |
| Feedback | Details of any suggested feedback and improvements | As soon as practicable, and in any case within 15 business days after becoming aware. |
| Information requested | Any other information requested by the Product Manager | As soon as practicable, and in any case within 10 business days after receiving such request. |

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# Target Market Determination

## for Non-Resident – Variable Product

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

*IMPORTANT: This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Non-Resident – Variable with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252 trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

# Target Market Determination

## for Non-Resident – Variable Product

### PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | Non-resident – Loan | Non-resident – Construction Loan |
|---|---|---|
| **Interest Rate Type** | Variable. | Variable. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and Interest<br>OR<br>Interest only, is only available during the construction phase (maximum period of 12 months). |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>Up to 12 months (interest only repayments). |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>▪ during the construction period, if an Offset Facility is linked to the loan; or<br>▪ after the construction period. |
| **Maximum LVR** | 85% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | |
| **Loan Amount** | Max loan size $3.0m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

# Target Market Determination

## for Non-Resident – Variable Product

## TARGET MARKET

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a property loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes: purchasing, refinancing, or renovating a property; purchase of house and land package; building and construction finance; personal needs or personal investments; and/or off the plan purchase. | ▪ The property loan account has a variable interest rate, meaning that repayments will vary based on changes to the interest rate.<br>▪ The loan amount can be used for any one or more of the listed purposes.<br>▪ Fees, charges, and third-party costs will be payable. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount and switch between Principal and interest and interest only repayments. | ▪ Unlimited additional repayments (including the ability to pay the loan out early) can be made without additional charge.<br>▪ A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| ▪ Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa Debit Card (Australian residents only) and either (a) during the construction period, if an Offset Facility is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit Facility and BPAY; Staff assisted channels; and ATMs. |

# Target Market Determination

## for Non-Resident – Variable Product

### ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either:
  - an Australian Citizen or a permanent resident that does not reside in Australia;
  - Borrower is approved from foreign investment review board (FIRB);
  - Borrower is on foreign income as salary and wage earners (employees) or self-employed to cover Australian Debt Obligations; and
  - the residential address of the borrower is limited to our "Acceptable Countries" list in accordance with our lending policy.
- meet our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

### FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination

for Non-Resident – Variable Product

## DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
|---|---|
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

## REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
|---|---|
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

## DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## for Non-Resident Rate Tracker – Variable Product

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

*IMPORTANT: This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Non-Resident Rate Tracker – Variable with an optional Visa Debit Card (for Australian residents only). |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252 trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30 September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination. |

*** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.**

PRIME®

# Target Market Determination

## for Non-Resident Rate Tracker – Variable Product

### PRODUCT DESCRIPTION AND KEY ATTRIBUTES

| Product Features | Non-resident rate tracker – Loan | Non-resident rate tracker – Construction Loan |
|---|---|---|
| **Interest Rate Type** | Variable. | Variable. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and Interest<br>OR<br>Interest only, is only available during the construction phase (maximum period of 12 months). |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>Up to 12 months (interest only repayments). |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>▪ during the construction period, if an Offset Facility is linked to the loan; or<br>▪ after the construction period. |
| **Maximum LVR** | 85% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | |
| **Loan Amount** | Max loan size $3.0m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

PRIME®

# Target Market Determination

## for Non-Resident Rate Tracker – Variable Product

## TARGET MARKET

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| ▪ Are seeking a loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes: purchasing, refinancing, renovating a residential owner occupied or investment property; consolidation of personal debt; purchase of house and land package; building and construction finance; personal needs or personal investments; and/or off the plan purchase. | ▪ The loan account has a variable interest rate meaning that repayments will vary based on changes to the RBA cash interest rate.<br>▪ The Variable Interest Rate is combination of the RBA cash rate plus a margin, which may reset monthly. The loan amount can be used for any one or more of the listed purposes. |
| ▪ Require the flexibility to make additional payments more than the required monthly repayment amount and switch between principal and interest and interest only repayments. | ▪ Unlimited additional repayments (including the ability to pay the loan out early) can be made without additional charge.<br>▪ A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| ▪ Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | ▪ Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>▪ Customers can deposit, withdraw, or transact on the account via a broad range of channels by using: Visa Debit Card (Australian residents only) and either (a) during the construction period, if an Offset Facility is linked to the loan, or (b) after the construction period; Online and Mobile Application access; Direct Debit Facility and BPAY; Staff assisted channels; and ATMs. |

# Target Market Determination

## for Non-Resident Rate Tracker – Variable Product

## ELIGIBILITY CRITERIA FOR THE PRODUCT

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers);
- is either:
  - an Australian Citizen or a permanent resident that does not reside in Australia;
  - Borrower is approved from foreign investment review board (FIRB);
  - Borrower is on foreign income as salary and wage earners (employees) or self-employed to cover Australian Debt Obligations; and
  - the residential address of the borrower is limited to our "Acceptable Countries" list in accordance with our lending policy.
- meet our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## FINANCIAL SITUATION

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Target Market Determination
for Non-Resident Rate Tracker – Variable Product

## DISTRIBUTION CONDITIONS & APPROVED CHANNELS

Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market and in accordance with our process requirements.

| Distribution Channels | Product Distribution |
|---|---|
| Staff assisted channels (e.g., via email or phone) | ▪ Our staff have the necessary training, knowledge, and accreditation (if required) to understand and discuss the features, rates and key differences of our products, to assess whether the consumer is within the Target Market and meets our lending eligibility criteria, and have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, and pricing tools.<br>▪ Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>▪ We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| Online channels (e.g., website and the mobile app) | ▪ The product cannot be distributed through online channels; however, the application process may commence online.<br>▪ Applications commenced through an online channel will be directed through to a staff assisted channel. |
| Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ▪ A distributor must hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee, comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager, and comply with their legal obligations.<br>▪ Third party brokers must also hold appropriate qualifications, industry membership and authorisations to engage in credit activities, and comply with their obligation to act in the best interests of their client when providing credit assistance.<br>▪ These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

### REVIEW TRIGGERS

Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:

| Review triggers | Description |
|---|---|
| Consumer outcomes | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Target Market Determination

## for Non-Resident Rate Tracker – Variable Product

## DISTRIBUTOR REPORTING REQUIREMENTS

The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## *for Expat – Fixed Product*

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

***IMPORTANT:*** *This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Expat – Fixed Product with an optional Visa Debit Card (for Australian residents only) |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269 |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30th September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination |

**** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.***

# Product Description and Key Attributes

| Product Features | Expat – Owner Occupied and Investment Loans | Expat Construction – Owner Occupied or Investment Loans |
|---|---|---|
| **Interest Rate Type** | Fixed. | Fixed. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and interest<br>OR<br>Interest-only is only available during the construction phase (default term 12 months). |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>12 months (interest-only repayments, extension allowed. Terms and conditions apply). |
| **Maximum LVR** | 90% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | |
| **Loan Amount** | Max Loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>● during the construction period, if an offset facility is linked to the loan; or<br>● after the construction period. |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

## Target Market

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| • Are seeking a property loan with the certainty of fixed repayments over a set period for any of the following purposes:<br>○ purchasing, refinancing, or renovating a residential owner occupied or investment property;<br>○ purchase of house and land package;<br>○ building and construction finance;<br>○ personal needs or personal investments; and/or<br>○ off the plan purchase. | • The property loan account will receive a fixed interest rate between 1 and 5 years, meaning repayments will be fixed for the selected term.<br>• Additional charges including an early repayment adjustment (ERA) may apply if a customer wishes to break the fixed term early or pay the loan out early.<br>• The Fixed Rate loan will change to a Standard Variable Rate loan, after the set fixed interest period expires. The interest rate and repayments will become variable, unless it is switched to another loan type including a new Fixed Rate loan.<br>• Fees, charges, and third-party costs will be payable. |
| • Require the flexibility to make additional payments more than the required monthly repayment amount up to $20,000 per annum and switch between principal and interest and interest only repayments. | • Extra repayments of up to $20,000 per annum, can be made without additional charges.<br>• The threshold limit includes the combined offset balance(s) greater than $20,000 in any offset facility linked to a fixed rate.<br>• A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| • Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | • Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>• Customers can deposit, withdraw, or transact on the account via a broad range of channels by using:<br>○ Visa Debit Card (Australian residents only) and either:<br>○ (a) during the construction period, if an Offset Facility is linked to the loan; or<br>○ (b) after the construction period,<br>○ Online and Mobile Application access;<br>○ Direct Debit Facility and BPAY;<br>○ Staff assisted channels; and<br>○ ATMs. |

## Eligibility Criteria for the Product

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers); and
- is either:
  - an Australian Citizen that does not reside in Australia; or
  - a Permanent or Temporary Resident of Australia, with an acceptable Visa or a New Zealand Citizen that does not reside in Australia or New Zealand; or
  - a Permanent or Temporary Resident of Australia, or Citizen of Australia, who requires a Foreign Income to cover Australian Debt Obligations; and
- has either:
  - a Visa for a Permanent or Temporary Resident of Australia, with a minimum of 6 months validity (155 Visas are excluded); or
  - a residential address which is in our “Acceptable Countries” list, in accordance with our lending policy; and
- meet our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## Financial Situation

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers’ deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer’s ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Distribution Conditions & Approved Channels

**Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market product and in accordance with our process requirements.**

<table>
<tr><th>Distribution Channels</th><th>Product Distribution</th></tr>
<tr><td>• Staff assisted channels (e.g., via email or phone)</td><td>• Our staff have the necessary training, knowledge, and accreditation (if required):<br>○ to understand and can discuss the features and rates of our products;<br>○ to understand and can discuss the key differences of our products;<br>○ to assess whether the consumer is within the Target Market;<br>○ to assess whether the consumer meets our lending eligibility criteria; and<br>○ have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, pricing tools etc.<br>• Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>• We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market.</td></tr>
<tr><td>• Online channels (e.g., website and the mobile app)</td><td>• The product cannot be distributed through online channels, however the application process may commence online.<br>• Applications commenced through an online channel will be directed through to a staff assisted channel.</td></tr>
<tr><td>• Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations</td><td>• A distributor must:<br>○ hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee;<br>○ comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager; and<br>○ comply with their legal obligations.<br>• Third party brokers must also:<br>○ hold appropriate qualifications, industry membership and authorisations to engage in credit activities; and<br>○ comply with their obligation to act in the best interests of their client when providing credit assistance.<br>• These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager.</td></tr>
</table>

# Review Triggers

**Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:**

| Review triggers | Description |
|---|---|
| Consumer outcomes | • Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>• Unexpected early-stage arrears are detected.<br>• A significant number of defaults occur.<br>• A significant number of late repayments are being recorded.<br>• Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | • A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | • A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | • The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | • A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | • The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

## Distributor Reporting Requirements

**The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:**

| Type of information | Description | Reporting period |
|---|---|---|
| Complaints | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| Significant dealing(s) | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD) | As soon as practicable, and in any case within 10 business days after becoming aware. |
| Feedback | Details of any suggested feedback and improvements | As soon as practicable, and in any case within 15 business days after becoming aware. |
| Information requested | Any other information requested by the Product Manager | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## *for Expat Rate Tracker – Variable Product*

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

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| | |
|---|---|
| **Product** | Expat Rate Tracker – Variable with an [optional] Visa Debit Card (available for Australian residents only) |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, Australian Financial Services Licence and Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269 |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30th September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination |

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## Product Description and Key Attributes

| Product Features | Expat – Owner Occupied and Investment Loans | Expat Construction – Owner Occupied or Investment Loans |
|---|---|---|
| **Interest Rate Type** | Variable. | Variable. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and interest<br>OR<br>Interest-only is only available during the construction phase (default term 12 months). |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>12 months (interest-only repayments, extension allowed. Terms and conditions apply). |
| **Maximum LVR** | 90% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | |
| **Loan Amount** | Max Loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>● during the construction period, if an offset facility is linked to the loan; or<br>● after the construction period. |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

## Target Market

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

| Product designed for consumers who: | Key Product attributes appropriate for Target Market |
|---|---|
| • Are seeking a property loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes:<br>○ purchasing, refinancing, or renovating a residential owner occupied or investment property;<br>○ consolidation of personal debt;<br>○ purchase of house and land package;<br>○ building and construction finance;<br>○ personal needs or personal investments; and/or<br>○ off the plan purchase. | • The home loan account has a variable interest rate meaning that repayments will vary based on changes to the RBA cash interest rate.<br>• Interest Rate is combination of the RBA cash rate plus a margin, which may reset monthly. The loan amount can be used for any one or more of the listed purposes.<br>• Fees, charges, and third-party costs will be payable. |
| • Require the flexibility to make additional payments more than the required monthly repayment amount and switch between principal and interest and interest only repayments. | • Unlimited additional repayments (including the ability to pay the loan out early) can be made without additional charge.<br>• A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply. |
| • Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan. | • Credit balances in the Offset Facility will reduce the balance on which interest is charged.<br>• Customers can deposit, withdraw, or transact on the account via a broad range of channels by using:<br>○ Visa Debit Card (Australian residents only) and either:<br>○ (a) during the construction period, if an Offset Facility is linked to the loan; or<br>○ (b) after the construction period,<br>○ Online and Mobile Application access;<br>○ Direct Debit Facility and BPAY;<br>○ Staff assisted channels; and<br>○ ATMs. |

## Eligibility Criteria for the Product

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- are individual borrowers (as single or joint borrowers);
- at least 18 years of age and above; and
- is either:
  - an Australian Citizen that does not reside in Australia;
  - a Permanent or Temporary Resident of Australia with an Acceptable Visa or a New Zealand Citizen that does not reside in Australia or New Zealand;
  - Permanent Resident or Temporary Resident or Citizen of Australia who requires Foreign Income to cover Australian Debt Obligations;
  - the visa of an Australian Permanent or Temporary Resident must have a minimum of 6 months validity (155 Visas are excluded); or
  - the residential address of the borrower is limited to our "Acceptable Countries" list in accordance with our lending policy.
- meet our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## Financial Situation

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Distribution Conditions & Approved Channels

**Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market product and in accordance with our process requirements.**

| Distribution Channels | Product Distribution |
|---|---|
| • Staff assisted channels (e.g., via email or phone) | • Our staff have the necessary training, knowledge, and accreditation (if required):<br>○ to understand and can discuss the features and rates of our products;<br>○ to understand and can discuss the key differences of our products;<br>○ to assess whether the consumer is within the Target Market;<br>○ to assess whether the consumer meets our lending eligibility criteria; and<br>○ have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, pricing tools etc.<br>• Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>• We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| • Online channels (e.g., website and the mobile app) | • The product cannot be distributed through online channels, however the application process may commence online.<br>• Applications commenced through an online channel will be directed through to a staff assisted channel. |
| • Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | • A distributor must:<br>○ hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee;<br>○ comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager; and<br>○ comply with their legal obligations.<br>• Third party brokers must also:<br>○ hold appropriate qualifications, industry membership and authorisations to engage in credit activities; and<br>○ comply with their obligation to act in the best interests of their client when providing credit assistance.<br>• These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

## Review Triggers

**Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:**

| Review triggers | Description |
|---|---|
| Consumer outcomes | • Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>• Unexpected early-stage arrears are detected.<br>• A significant number of defaults occur.<br>• A significant number of late repayments are being recorded.<br>• Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | • A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | • A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | • The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | • A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | • The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Distributor Reporting Requirements

**The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:**

| Type of information | Description | Reporting period |
|---|---|---|
| Complaints | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| Significant dealing(s) | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD) | As soon as practicable, and in any case within 10 business days after becoming aware. |
| Feedback | Details of any suggested feedback and improvements | As soon as practicable, and in any case within 15 business days after becoming aware. |
| Information requested | Any other information requested by the Product Manager | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## *for Expat – Variable Product*

This Target Market Determination (TMD) which is required by law is to make sure that our customers' objectives and needs are considered when designing and distributing our credit products. This TMD describes the type of customers that our product is targeted at (the Target Market) and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances where we will review this TMD and ensure that it is still appropriate for our product (Review Triggers).

***IMPORTANT:*** *This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial or legal advice before making any decision.*

| | |
|---|---|
| **Product** | Expat – Variable Product with an optional Visa Debit Card (for Australian residents only) |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269 |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender)* and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Effective Date of TMD** | 30th September 2025 |
| **TMD Version** | 2025.1 |
| **Next review due** | At least every 12 months from the Effective Date of this Target Market Determination |

**** The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337303, trading as Origin Mortgage Management Services, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer, is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.***

# Product Description and Key Attributes

| Product Features | Expat – Owner Occupied and Investment Loans | Expat Construction – Owner Occupied or Investment Loans |
|---|---|---|
| **Interest Rate Type** | Variable. | Variable. |
| **Repayment Options** | Principal and Interest<br>OR<br>Interest only, is available for an agreed period. | Principal and interest<br>OR<br>Interest-only is only available during the construction phase (default term 12 months). |
| **Loan Term** | Up to 360 months (principal and interest repayments)<br>Up to 60 months (interest only repayments). | Up to 360 months (principal and interest repayments)<br>12 months (interest-only repayments, extension allowed. Terms and conditions apply). |
| **Maximum LVR** | 90% (the maximum LVR is met in accordance with the requirements notified by the Issuer from time to time). | |
| **Loan Amount** | Max Loan size $3.5m (the loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time). | |
| **Redraw Facility** | Redraw facility available, which enables customers to access additional repayments made over and above the minimum required repayments. | Redraws are only allowed after construction is complete. |
| **Offset Facility** | A transactional sub-account is available and linked to the home loan, allowing borrowers to reduce interest payable. | |
| **Visa Debit Card** | Available for Australian residents only. | Available for Australian residents and only:<br>● during the construction period, if an offset facility is linked to the loan; or<br>● after the construction period. |
| **Cashout Facility** | Cash out facility available which enables customers to access equity built on their property to use for personal or investment purposes. Terms and conditions apply. | Not available during construction. |

# Target Market

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives and needs of the Target Market.**

<table>
<tr><th>Product designed for consumers who:</th><th>Key Product attributes appropriate for Target Market</th></tr>
<tr><td><ul><li>Are seeking a property loan with a range of features including repayments that can vary over the life of the loan for any of the following purposes:<ul><li>purchasing, refinancing, or renovating a residential owner occupied or investment property;</li><li>purchase of house and land package;</li><li>building and construction finance;</li><li>personal needs or personal investments; and/or</li><li>off the plan purchase.</li></ul></li></ul></td><td><ul><li>The property loan account has a variable interest rate, meaning that repayments will vary based on changes to the interest rate.</li><li>The loan amount can be used for any one or more of the listed purposes.</li><li>Fees, charges, and third-party costs will be payable.</li></ul></td></tr>
<tr><td><ul><li>Require the flexibility to make additional payments more than the required monthly repayment amount and switch between principal and interest and interest only repayments.</li></ul></td><td><ul><li>Unlimited additional repayments (including the ability to pay the loan out early) can be made without additional charge.</li><li>A customer can switch between principal and interest, and interest only repayment methods. Terms and conditions apply.</li></ul></td></tr>
<tr><td><ul><li>Require an option to link an Offset Facility for the purposes of reducing the amount of interest payable under the loan.</li></ul></td><td><ul><li>Credit balances in the Offset Facility will reduce the balance on which interest is charged.</li><li>Customers can deposit, withdraw, or transact on the account via a broad range of channels by using:<ul><li>Visa Debit Card (Australian residents only) and either:</li><li>(a) during the construction period, if an Offset Facility is linked to the loan; or</li><li>(b) after the construction period,</li><li>Online and Mobile Application access;</li><li>Direct Debit Facility and BPAY;</li><li>Staff assisted channels; and</li><li>ATMs.</li></ul></li></ul></td></tr>
</table>

## Eligibility Criteria for the Product

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- be at least 18 years of age and above;
- are individual borrowers (as single or joint borrowers); and
- is either:
  - an Australian Citizen that does not reside in Australia; or
  - a Permanent or Temporary Resident of Australia, with an acceptable Visa or a New Zealand Citizen that does not reside in Australia or New Zealand; or
  - a Permanent or Temporary Resident of Australia, or Citizen of Australia, who requires a Foreign Income to cover Australian Debt Obligations; and
- has either:
  - a Visa for a Permanent or Temporary Resident of Australia, with a minimum of 6 months validity (155 Visas are excluded); or
  - a residential address which is in our "Acceptable Countries" list, in accordance with our lending policy; and
- meet our lending eligibility criteria;
- provide sufficient security in accordance with our lending eligibility criteria; and/or
- guarantor who supports the loan also meets our lending eligibility criteria.

## Financial Situation

**The financial situation of the Target Market are consumers that:**

- meet our lending eligibility and credit assessment criteria which includes demonstrating serviceability of the loan;
- demonstrate the capacity to make the required repayments and the ability to pay off the loan without substantial hardship; and
- where determined by us to be required, (based on the customers' deposit size, security, applicant, and loan attributes), will pay Lenders Mortgage Insurance or have an acceptable guarantor.

Upon application we will undertake an assessment to determine the consumer's ability to service the loan, which is our process of determining that the product is consistent with the financial situation of the Target Market.

# Distribution Conditions & Approved Channels

**Columbus has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market product and in accordance with our process requirements.**

| Distribution Channels | Product Distribution |
|---|---|
| • Staff assisted channels (e.g., via email or phone) | • Our staff have the necessary training, knowledge, and accreditation (if required):<br>  ○ to understand and can discuss the features and rates of our products;<br>  ○ to understand and can discuss the key differences of our products;<br>  ○ to assess whether the consumer is within the Target Market;<br>  ○ to assess whether the consumer meets our lending eligibility criteria; and<br>  ○ have access to product resources such as borrowing and repayment calculators, stamp duty & upfront cost calculator, pricing tools etc.<br>• Our staff are part of assurance programs, and we rely on existing distributors, methods, controls, and supervision already in place.<br>• We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| • Online channels (e.g., website and the mobile app) | • The product cannot be distributed through online channels, however the application process may commence online.<br>• Applications commenced through an online channel will be directed through to a staff assisted channel. |
| • Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | • A distributor must:<br>  ○ hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee;<br>  ○ comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager; and<br>  ○ comply with their legal obligations.<br>• Third party brokers must also:<br>  ○ hold appropriate qualifications, industry membership and authorisations to engage in credit activities; and<br>  ○ comply with their obligation to act in the best interests of their client when providing credit assistance.<br>• These conditions ensure distributors are appropriately authorised to provide the relevant regulated credit services and will comply with the commercial terms agreed between the distributor and Product Manager. |

## Review Triggers

**Columbus has outlined below its review triggers of this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers of this product are:**

| Review triggers | Description |
|---|---|
| Consumer outcomes | • Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>• Unexpected early-stage arrears are detected.<br>• A significant number of defaults occur.<br>• A significant number of late repayments are being recorded.<br>• Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | • A significant number of material complaints are received from consumers in relation to the product. |
| Incident Data | • A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | • The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Significant Dealings | • A significant dealing of the product to consumers outside the Target Market occurs. |
| Notification from ASIC | • The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Columbus will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to our consumers until our TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

# Distributor Reporting Requirements

**The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:**

| Type of information | Description | Reporting period |
|---|---|---|
| Complaints | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| Significant dealing(s) | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD) | As soon as practicable, and in any case within 10 business days after becoming aware. |
| Feedback | Details of any suggested feedback and improvements | As soon as practicable, and in any case within 15 business days after becoming aware. |
| Information requested | Any other information requested by the Product Manager | As soon as practicable, and in any case within 10 business days after receiving such request. |

# Target Market Determination

## *for SMSF Residential Fixed Investment Loan*

This Target Market Determination (TMD) is to make sure that our customers' objectives, financial situation and needs are considered when designing and distributing our credit products. This TMD describes the class of customers that the product is designed for (the Target Market), the class of customers for whom the product is not designed, and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances that will cause us to review this TMD and ensure that it is still appropriate for our product (Review Triggers). This TMD has been prepared having regard to the product design and distribution obligations set out in Part 7.8A of the Corporations Act 2001 (Cth) and ASIC Regulatory Guide 274 Product design and distribution obligations. As set out under Regulatory Status below, this product is not regulated by the National Consumer Credit Protection Act 2009 (Cth) or the National Credit Code. Columbus has prepared and adopted this TMD voluntarily, and references in this TMD to retail product distribution conduct, significant dealings, product intervention power orders and notification to ASIC reflect the concepts used in Part 7.8A, which Columbus applies as a matter of good practice rather than as an admission that Part 7.8A applies to this product. It does not form part of and does not vary the product's terms and conditions and it is not a recommendation to acquire the product.

***IMPORTANT:*** *This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial and legal advice before making any decision.*

| | |
|---|---|
| **Product** | SMSF Residential Fixed Investment Loan |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252 trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269 |
| **Brand** | This product is distributed under the Origin MMS brand, which is a business division of Columbus Capital Pty Ltd. Columbus Capital Pty Ltd ABN 51 119 531 252, Australian Credit Licence No. 337303. It is not the Issuer or the Product Manager of this product. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender) and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Regulatory Status** | This product is provided to a corporate trustee of a self-managed superannuation fund. The borrower is not a natural person or a strata corporation, and the credit is provided wholly or predominantly for investment purposes of the fund. Accordingly the credit is not regulated by the National Consumer Credit Protection Act 2009 (Cth) or the National Credit Code (see section 5(1) of the National Credit Code). This Target Market Determination is issued as a matter of product governance and is to be applied by all distributors of the product.<br>The real property financed must be business real property within the meaning of subsection 66(5) of the Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act). |

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| **Responsibility for this TMD** | This TMD is made and maintained by Columbus Capital Pty Ltd as Product Manager, on behalf of the Lender. |
| **Effective Date of TMD** | 10 August 2026 |
| **TMD Version** | 2026.1 |
| **Availability** | • Limited availability.<br>• From 10 August 2026, the product is available only for the refinance of an existing residential LRBA, or for a purchase where contracts were exchanged before 10 August 2026. |
| **Next Review Due** | • First review: by 10 August 2027 (within 12 months of the Effective Date).<br>• Periodic reviews: at least every 12 months thereafter and earlier if a Review Trigger occurs. |

## Product Description and Key Attributes

| | |
|---|---|
| **Purpose** | • Purchase or refinance of a single residential investment property held as an asset of a complying Self-Managed Superannuation Fund (SMSF) under a limited recourse borrowing arrangement (LRBA) permitted by sections 67A and 67B of the Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act).<br>• The product is not available for owner-occupied purposes, for personal, domestic or household purposes, or for any new LRBA over residential real property entered into on or after 10 August 2026. |
| **Interest Rate Type** | Fixed for a customer-selected term of 1 to 5 years, then reverting to the applicable variable rate unless a new fixed term or available loan type is selected. |
| **Repayment Options** | • Principal and Interest<br>OR<br>• Interest-only, available for an agreed period of up to 60 months, subject to credit policy. |
| **Redraw Facility** | Not available. Additional repayments made to the loan account permanently reduce the loan balance and cannot be redrawn. Funds held in the Offset Facility are not repayments of the loan and are dealt with under the Offset Facility terms below. |
| **Loan Term** | Up to 360 months in total. Any interest-only period is available for up to 60 months within that total term, after which repayments revert to principal and interest. |
| **Visa Debit Card** | Not Available. |

| | |
|---|---|
| **Maximum LVR** | • Up to 80% of the lower of the purchase price and property valuation for residential investment purchases in metro locations with principal and interest repayments.<br>• For all other SMSF lending purposes, repayment types and locations, the maximum LVR is 80%, subject to our credit policy and any Issuer requirements from time to time. |
| **Loan Amount** | • Minimum Loan Amount $150,000.<br>• Maximum Loan Amount $5,000,000.<br>• Loan amounts are subject to our credit policy, including security type and location limits. |

| | |
|---|---|
| **Offset Facility** | • An Offset Facility is available to reduce the interest payable on the loan, subject to the loan documents, the trust structure and applicable Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act) requirements. The Offset Facility is a sub-account of the loan held in the name of the SMSF trustee. Credit balances in the Offset Facility are offset against the loan balance for the purpose of calculating interest and are not applied in reduction of the loan.<br>• The SMSF trustee may make deposits to and withdrawals from the Offset Facility. Deposits are not repayments of the loan and withdrawals are not a redraw of amounts previously repaid. Deposits and withdrawals must comply with the SIS Act, the terms of the limited recourse borrowing arrangement and the loan documents and the SMSF trustee is responsible for ensuring that they do so.<br>• Offset benefits on a fixed rate loan are limited in line with the additional repayment allowance of $20,000 per annum. |
| **Cashout Facility** | Not Available. |
| **Fees, Charges and Costs** | • Establishment, valuation, legal, settlement, ongoing and default fees and third-party costs are payable where applicable.<br>• An early repayment adjustment (break cost) may apply where a customer breaks the fixed rate term early or repays the loan early. Full details are set out in the letter of offer and the product's terms and conditions. |
| **Additional Repayments** | Up to $20,000 per annum may be repaid during the fixed rate period without break costs; higher or full repayments may attract break costs. |
| **Guarantees** | Personal guarantees from the members of the SMSF, or the directors of its corporate trustee, may be required in accordance with our credit policy. Guarantors must obtain independent legal advice before providing a guarantee. |
| **Repayment Frequency** | Monthly, by direct debit from a nominated account of the SMSF. |
| **Security** | • A first registered mortgage over the eligible commercial investment property, the legal title to which is held by the holding trustee (Property Trustee) on trust for the SMSF.<br>• Our rights against the SMSF trustee in respect of a default on the loan are limited to the security property, consistent with the LRBA requirements in the SIS Act. |

## Target Market

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives, financial situation and needs of customers in the Target Market.**

| Product designed for customers who: | Key Product attributes appropriate for Target Market |
|---|---|
| • Are corporate trustees of a complying Self-Managed Superannuation Fund (SMSF) borrowing under a Limited Recourse Borrowing Arrangement (LRBA) permitted under sections 67A and 67B of the SIS Act. | • The loan is available only to a corporate trustee of a complying SMSF borrowing under an LRBA. Legal title to the security property is held by a holding (bare) trustee on trust for the SMSF and our rights on default are limited to the security property, consistent with sections 67A and 67B of the SIS Act. |
| • Are seeking finance to purchase or refinance a single eligible residential investment property held by an SMSF under an LRBA entered into | • The loan is available for: refinance of an existing residential investment property loan held by an SMSF; or purchase of a residential investment property where |

| | |
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| before 10 August 2026; or<br>• Are seeking finance to purchase a single eligible residential investment property for an SMSF where a binding contract was exchanged before 10 August 2026 and settlement will occur after that date. | contracts were exchanged before 10 August 2026. The product is designed for investment purposes only. It is not intended for owner-occupied purposes, or for personal, domestic or household purposes. The loan is limited to a single acquirable asset. |
| • Are seeking an investment loan with the certainty of a fixed interest rate and fixed repayments over an agreed period of between 1 and 5 years. | • The loan offers a fixed interest rate for 1 to 5 years, with fixed repayments during that period to support predictable SMSF cash flow.<br>• At the end of the fixed rate period the loan will revert to the applicable variable rate for this product, unless a new fixed rate period or another available loan type is selected. The interest rate and repayments will then vary. |
| • Require a lending solution that provides flexibility through principal and interest, or interest-only, repayment options. | • Principal and interest or interest-only repayments are available, subject to credit policy. Interest-only is available for up to 60 months, after which repayments increase. |
| • Intend to hold the residential property as a long-term investment of the SMSF, consistent with the fund's trust deed and investment strategy. | • The loan term is up to 360 months, which supports holding the property as a long-term asset of the fund.<br>• Fees, charges and third-party costs are payable. An early repayment adjustment (break costs) may apply if the customer breaks the fixed rate period or repays the loan early, so the product suits customers who do not intend to exit during the fixed rate period. |
| • Have obtained independent legal, financial and taxation advice on the borrowing and the LRBA structure. | • The product is subject to SMSF, LRBA and our lending policy requirements, including that the borrowing relates to a single acquirable asset and that borrowed funds are not used to improve the property. |
| • Need flexibility to make additional repayments of up to $20,000 per annum and switch between principal and interest and interest-only repayments. | • Extra repayments of up to $20,000 per annum, can be made without additional charges.<br>• A customer can switch between principal and interest and interest-only repayment methods. Terms and conditions apply. |
| • Require an option to link an Offset Facility to reduce interest payable under the loan. | • The Offset Facility is an SMSF trustee sub-account, not a redraw facility. Credit balances reduce the interest-bearing loan balance but do not reduce the loan principal, subject to the loan documents and SIS Act requirements.<br>• Offset benefits on a fixed rate loan are limited in line with the additional repayment allowance of $20,000 per annum.<br>• The SMSF trustee may make deposits to and withdrawals from the Offset Facility. Deposits are not repayments of the loan and withdrawals are not a redraw of amounts previously repaid. Deposits and withdrawals must comply with the SIS Act and the terms of the limited recourse borrowing arrangement.<br>• The Offset Facility is not a general transaction account and must not be used for day to day transaction |

| | |
|---|---|
| | banking.<br>● Access is available through:<br>○ Online and Mobile Application access;<br>○ Direct debit and BPAY deposits to the Offset Facility. Loan repayments are made monthly by direct debit only;<br>○ Staff assisted channels.<br>● The following are not available on the Offset Facility:<br>○ Visa debit card access;<br>○ Pay Anyone and other third-party payment functionality; and<br>○ linking of the Offset Facility to a personal account of a member, trustee, director of the corporate trustee or guarantor.<br>● The SMSF trustee is responsible for ensuring withdrawals from the Offset Facility are only used to fund:<br>○ repairs and maintenance (but not improvements) of the mortgaged property;<br>○ expenses incurred in relation to borrowing or purchasing the mortgaged property;<br>○ a refinance (including any accrued interest on a borrowing) in relation to the mortgaged property; or<br>○ as otherwise provided in the SIS Act. |

## Customers who are not in the Target Market

**This product is clearly unsuitable for customers who:**

- are individuals borrowing in their personal capacity, or entities that are not the trustee of a complying self-managed superannuation fund;
- are seeking to enter into a new limited recourse borrowing arrangement over residential real property on or after 10 August 2026. From 10 August 2026 an SMSF cannot enter into a limited recourse borrowing arrangement to acquire residential real property;
- SMSFs that do not have a corporate trustee, or where the legal interest in the security property is not held by a holding trustee on trust for the SMSF under a complying LRBA;
- SMSFs that cannot meet loan repayments, property outgoings and the fund's other obligations from fund income, contributions and liquid assets without financial stress to the fund or substantial hardship;
- are seeking owner occupied or personal use finance, or funds for a purpose unrelated to the acquisition, refinance, repair or maintenance of the security property;
- customers seeking flexibility of repayments through a variable interest rate. A separate TMD applies to the variable rate product;
- customers seeking a redraw facility, cashout facility or Visa debit card, or the ability to repay or restructure during the fixed rate period without break costs;
- are likely to need to repay, refinance or break the loan during the fixed rate period and who are not prepared to pay an early repayment adjustment;
- are seeking to acquire more than one asset under a single borrowing, or to use the loan to fund improvements to the security property;
- intend the security property to be occupied or leased by a member of the SMSF, a relative of a member, or any other related party of the fund, contrary to sections 66 and 71 of the SIS Act;
- require weekly or fortnightly repayments, or a repayment method other than direct debit; or

- customers that do not meet our credit, security or legal structure requirements.

## Eligibility Criteria for the Product

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- has a registered and compliant Australian Self-Managed Superannuation Fund (SMSF) and in relation to that SMSF:
  - all members and directors of the corporate trustee of the SMSF are Australian citizens or permanent residents of Australia;
  - the SMSF has a Corporate Trustee;
  - the SMSF holds the beneficial interest in the security property;
  - the SMSF meets all relevant legislative and associated regulatory requirements to acquire the property and borrow, in accordance with the SIS Act; and
  - a separate holding trustee (bare trustee) holds the legal title to the security property on trust for the SMSF and the SMSF has a right to acquire legal ownership of the property on making one or more payments, consistent with section 67A of the SIS Act;
  - the SMSF trust deed and the holding trust deed permit the borrowing and the acquisition of the security property and the rights of the lender on default are limited to the security property;
  - meets our lending eligibility criteria; and
  - has entered into and is maintaining, an LRBA that complies with sections 67A and 67B of the SIS Act and that was entered into before 10 August 2026; or, for a purchase, a binding contract for the acquisition of the security property was exchanged before 10 August 2026, in which case settlement, finance approval and entry into the LRBA may occur on or after that date; and
  - provide sufficient security in accordance with our lending eligibility criteria; and where a guarantor supports the loan, that guarantor also meets our lending eligibility criteria.

## Financial Situation

**The financial situation of the Target Market are customers that:**

- meet our lending eligibility and credit assessment criteria, which includes demonstrating serviceability of the loan;
- demonstrate the capacity of the SMSF to meet the required repayments, loan and property expenses and the fund's benefit and pension obligations, from rental income, member contributions and other fund income, without relying on the sale of the security property;
- hold sufficient liquid assets within the SMSF to meet repayments and fund expenses, including an allowance for vacancy and interest rate increases; and
- where we determine it is required, having regard to the SMSF contribution, security, applicant and loan characteristics, Lenders Mortgage Insurance (LMI) must be obtained; and
- where we determine it to be required (based on the SMSF's contribution, the security, the applicant and the loan attributes), provide additional credit support, which may include an acceptable guarantee. Any guarantee must be consistent with the limited recourse requirements of the SIS Act; and
- can contribute the required deposit or equity so that the loan is within the maximum LVR for this product.

Upon application we will undertake an assessment to determine the SMSF's ability to service the loan and whether the applicant is within the Target Market, which is our process of determining that the product is consistent with the financial situation of the Target Market.

## Distribution Conditions and Approved Channels

**Columbus Capital has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market in accordance with our process requirements.**

| Distribution Channels | Distribution Conditions |
|---|---|
| • All distribution channels | • Distributors must take reasonable steps that will, or are reasonably |

| | |
|---|---|
| | likely to, result in distribution of the product being consistent with this TMD. Distributors must not distribute the product to a customer outside the Target Market, must keep records of their distribution conduct and must report to us in accordance with the Distributor Reporting Requirements set out in this TMD. |
| • Staff assisted channels (e.g., via email or phone) | • Our staff have the necessary training, knowledge and accreditation (if required):<br>○ to understand and can discuss the features and rates of our products;<br>○ to understand and can discuss the key differences of our products;<br>○ to assess whether the customer is within the Target Market;<br>○ to assess whether the customer meets our lending eligibility criteria; and<br>○ have access to product resources such as borrowing and repayment calculators, stamp duty and upfront cost calculator and pricing tools etc.<br>• Our staff are part of assurance programs, and we rely on existing distributors, methods, controls and supervision already in place.<br>• We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| • Online channels (e.g., website and the mobile app) | • The product cannot be distributed through online channels however the application process may commence online.<br>• Applications commenced through an online channel will be directed through to a staff assisted channel. |
| • Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | • A distributor must:<br>○ hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee;<br>○ comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager; and<br>○ comply with their legal obligations.<br>• Third party brokers must also:<br>○ hold appropriate qualifications, industry membership and authorisations to engage in credit activities; and<br>○ comply with their obligation to act in the best interests of their client when providing credit assistance.<br>• These conditions are imposed by us as a condition of distribution. They ensure that distributors hold the licensing, accreditation and expertise we require to distribute this product and that they comply with the terms agreed between the distributor and the Product Manager. |

**The distribution conditions above are appropriate because they require distributors to verify the key legal and financial features that determine whether an SMSF is within the target market. In particular, they require confirmation that the customers:**

- meets the key eligibility criteria listed above;
- is seeking finance to buy or refinance a property in an SMSF and not for owner-occupied or construction purposes;
- has requested a loan size, LVR, term, interest rate type and repayment option that are within the product attributes; and
- has provided the SMSF trust deed and the property bare trust deed for review prior to loan approval.

## Review Triggers

**Columbus has outlined below its review triggers for this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers for this product are:**

| Review Triggers | Description |
|---|---|
| Customer outcomes | • Unexpected trends in customer outcomes which are significantly inconsistent with the intended product performance;<br>• Unexpected early-stage arrears are detected;<br>• A significant number of defaults occur;<br>• A significant number of late repayments are being recorded; and<br>• Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | • A significant number of material complaints are received from customers in relation to the product. |
| Incident Data | • A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | • The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Changes to law or regulatory guidance | • A material change to the law, regulation, industry code or regulatory guidance affecting the product or its distribution, including changes to the SIS Act, Australian Taxation Office guidance on limited recourse borrowing arrangements, or ASIC guidance on design and distribution obligations. |
| Distributor and hardship data | • Distributor reporting, assurance reviews or monitoring indicate that distribution is not consistent with this TMD, or a distributor fails to provide the reporting required by this TMD.<br>• A material increase in requests for assistance, hardship or loan variations, or in adverse external dispute resolution determinations, in relation to the product. |
| Significant Dealings | • A significant dealing of the product to customers outside the Target Market occurs. |
| Notification from ASIC | • The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a Review Trigger occurs, or any other event or circumstance occurs that would reasonably suggest this TMD is no longer appropriate, Columbus Capital will complete a review of the TMD as soon as practicable and in any case within ten (10) business days. During that period we will stop retail product distribution conduct in relation to the product until the review is complete and any necessary changes to the product, this TMD or our distribution arrangements have been made. Where we determine that this TMD is no longer appropriate, we will cease retail product distribution conduct in relation to the product until a revised TMD has been made and any necessary changes to the product or our distribution arrangements have been implemented.**

## Distributor Reporting Requirements

**The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:**

| Type of information | Description | Reporting period |
|---|---|---|
| Complaints | The number of complaints received, the substance of each complaint and the general nature of any resolution. A nil return must be provided where no complaints were received in the reporting period. Personal information about a complainant must not be provided unless it is reasonably necessary for us to resolve the complaint or to meet a legal obligation and must be provided in accordance with the Privacy Act 1988 (Cth). | Quarterly for the reporting periods ending 31 March, 30 June, 30 September and 31 December and in any case no later than 10 business days after the end of the reporting period. |
| Significant dealing(s) | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD) | As soon as practicable and in any case within 10 business days after becoming aware. |
| Applications and settlements outside the Target Market | The number of applications submitted, and loans settled, where the customer was identified as being outside the Target Market and the reason. A nil return must be provided where there were none in the reporting period. | Quarterly for the reporting periods ending 31 March, 30 June, 30 September and 31 December and in any case no later than 10 business days after the end of the reporting period. |
| Target Market assessment outcomes | The number of enquiries or applications not progressed because the customer was assessed as outside the Target Market, and the criterion that was not met. | Quarterly for the reporting periods ending 31 March, 30 June, 30 September and 31 December and in any case no later than 10 business days after the end of the reporting period. |
| Feedback | Details of any suggested feedback and improvements | As soon as practicable and in any case within 15 business days after becoming aware. |
| Information Requested | Any other information requested by the Product Manager | As soon as practicable and in any case within 10 business days after receiving such request. |
| Nil Reporting | Confirmation that no complaints were received and no significant dealings occurred during the reporting period. | Quarterly for the reporting periods ending 31 March, 30 June, 30 September and 31 December and in any case no later than 10 business days after the end of the reporting period. |

**All reporting required by this section must be provided to Columbus Capital at ddo@colcap.com.au in the format we specify from time to time. Where a distributor becomes aware of a significant dealing, it must notify us immediately by the same channel and must not wait until the end of the reporting period.**

## Definitions and Record Keeping

Accountable Owner – the accountable owner, Chief Product Officer, is the person responsible for ensuring the TMD remains appropriate, is reviewed when required, and that distribution monitoring occurs.

Approving Forum – Product Risk/Governance Committee.

Complaint – has the meaning given in ASIC Regulatory Guide 271 Internal dispute resolution.

Columbus will notify ASIC in writing within 10 business days of becoming aware of a significant dealing in the product that is not consistent with this TMD. Columbus and its distributors must keep complete and accurate records of the decisions, reviews and reasonable steps taken in relation to this TMD. Those records must be retained for at least seven years from the date the record is created. Distributor reporting under this TMD must be provided to the Product Manager at ddo@colcap.com.au.

Retail product distribution conduct – dealing in the product with a customer, giving or providing a customer with the product's terms and conditions or application form, or providing credit assistance or financial product advice in relation to the product.

Significant dealing – a dealing in the product with a customer who is not in the Target Market that is significant having regard to the proportion of customers who are not in the Target Market, the actual or potential harm to those customers, the nature and extent of any inconsistency between the dealing and this TMD and the time period over which the dealings occurred. A single dealing may be significant if it results, or is likely to result, in material harm to a customer.

System of Record for TMD Documents – Product SharePoint Product Governance Repository.

# Target Market Determination

## *for SMSF Residential Variable Investment Loan*

This Target Market Determination (TMD) is to make sure that our customers' objectives, financial situation and needs are considered when designing and distributing our credit products. This TMD describes the class of customers that the product is designed for (the Target Market), the class of customers for whom the product is not designed, and any conditions around how we allow the product to be distributed to our customers (Distribution Conditions). We have also included the events or circumstances that will cause us to review this TMD and ensure that it is still appropriate for our product (Review Triggers). This TMD has been prepared having regard to the product design and distribution obligations set out in Part 7.8A of the Corporations Act 2001 (Cth) and ASIC Regulatory Guide 274 Product design and distribution obligations. As set out under Regulatory Status below, this product is not regulated by the National Consumer Credit Protection Act 2009 (Cth) or the National Credit Code. Columbus has prepared and adopted this TMD voluntarily, and references in this TMD to retail product distribution conduct, significant dealings, product intervention power orders and notification to ASIC reflect the concepts used in Part 7.8A, which Columbus applies as a matter of good practice rather than as an admission that Part 7.8A applies to this product. It does not form part of and does not vary the product's terms and conditions and it is not a recommendation to acquire the product.

***IMPORTANT:*** *This TMD is general in nature and should not be construed as or used to substitute for professional financial or legal advice. It is important to understand that this TMD does not consider the specific objectives, financial situation, or needs of any customer on an individual level. If you are considering acquiring the product(s) referred to in this TMD, to ensure that these product(s) align with your unique personal and financial circumstances, we strongly recommend that you carefully review the product(s) relevant terms and conditions and credit guide and seek independent financial and legal advice before making any decision.*

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| **Product** | SMSF Residential Variable Investment Loan |
| **Product Manager** | Columbus Capital Pty Ltd ACN 119 531 252, trading as Origin Mortgage Management Services, Australian Credit Licence 337303. |
| **Mortgage Manager** | Prime Mortgage Group Ltd ACN 007 364 114, Australian Financial Services Licence and Australian Credit Licence 235269 |
| **Brand** | This product is distributed under the Origin MMS brand, which is a business division of Columbus Capital Pty Ltd. Columbus Capital Pty Ltd ABN 51 119 531 252, Australian Credit Licence No. 337303. It is not the Issuer or the Product Manager of this product. |
| **Issuer** | This product will be issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit Licence 392673 (Lender) and managed and serviced by the Product Manager, collectively (Columbus/we/us). |
| **Regulatory Status** | This product is provided to the corporate trustee of a self-managed superannuation fund for investment purposes in connection with a limited recourse borrowing arrangement. The borrower is a body corporate and not a natural person or a strata corporation and the credit is not provided for personal, domestic or household purposes. Accordingly, the National Consumer Credit Protection Act 2009 (Cth) and the National Credit Code do not apply to this product. |

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| **Responsibility for this TMD** | This TMD is made and maintained by Columbus Capital Pty Ltd as Product Manager, on behalf of the Lender. |
| **Effective Date of TMD** | 10 August 2026 |
| **TMD Version** | 2026.1 |
| **Availability** | • Limited availability.<br>• From 10 August 2026, the product is available only for the refinance of an existing residential LRBA, or for a purchase where contracts were exchanged before 10 August 2026. |
| **Next Review Due** | • First review: by 10 August 2027 (within 12 months of the Effective Date).<br>• Periodic reviews: at least every 12 months thereafter and earlier if a Review Trigger occurs. |

## Product Description and Key Attributes

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| **Purpose** | • Purchase or refinance of a single residential investment property held as an asset of a complying Self-Managed Superannuation Fund (SMSF) under a limited recourse borrowing arrangement (LRBA) permitted by sections 67A and 67B of the Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act).<br>• The product is not available for owner-occupied purposes, for personal, domestic or household purposes, or for any new LRBA over residential real property entered into on or after 10 August 2026. |
| **Interest Rate Type** | Variable. |
| **Repayment Options** | • Principal and Interest<br>OR<br>• Interest-only, available for an agreed period of up to 60 months, subject to credit policy. |
| **Redraw Facility** | Not available. Additional repayments made to the loan account permanently reduce the loan balance and cannot be redrawn. Funds held in the Offset Facility are not repayments of the loan and are dealt with under the Offset Facility terms below. |
| **Loan Term** | Up to 360 months in total. Any interest-only period is available for up to 60 months within that total term, after which repayments revert to principal and interest. |
| **Visa Debit Card** | Not Available. |

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| **Maximum LVR** | • Maximum LVR is calculated on the lower of the purchase price and the property valuation and is determined by security location and repayment type.<br>• Metro locations: up to 80% with principal and interest repayments and up to 75% with interest-only repayments.<br>• Non-Metro (A) locations: up to 80% with principal and interest repayments and up to 75% with interest-only repayments.<br>• Non-Metro (B) and Regional (A) locations: up to 65% for all repayment types.<br>• A maximum LVR of 80% with principal and interest repayments, supported by Lenders Mortgage Insurance, applies only to metro purchases where approved under an exception to the Master Lending Policy. |

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| | • Specialist Disability Accommodation and specialist rental accommodation are not acceptable security for this product.<br>• All LVRs are subject to our credit policy and any Issuer requirements from time to time. |
| **Loan Amount** | • Minimum Loan Amount $150,000.<br>• Maximum Loan Amount $5,000,000.<br>• Loan amounts are subject to our credit policy, including security type and location limits. |
| **Offset Facility** | • An Offset Facility is available to reduce the interest payable on the loan, subject to the loan documents, the trust structure and applicable Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act) requirements. The Offset Facility is a sub-account of the loan held in the name of the SMSF trustee. Credit balances in the Offset Facility are offset against the loan balance for the purpose of calculating interest and are not applied in reduction of the loan.<br>• The SMSF trustee may make deposits to and withdrawals from the Offset Facility. Deposits are not repayments of the loan and withdrawals are not a redraw of amounts previously repaid. Deposits and withdrawals must comply with the SIS Act, the terms of the limited recourse borrowing arrangement and the loan documents and the SMSF trustee is responsible for ensuring that they do so. |
| **Cashout Facility** | Not Available. |
| **Fees, Charges and Costs** | • Establishment, valuation, legal, settlement, ongoing and other fees, charges and third-party costs apply, as set out in the letter of offer and the schedule of fees and charges applicable from time to time.<br>• This is a variable rate product. No break costs or early repayment adjustment apply. A discharge fee and third-party costs may be payable if the loan is repaid or discharged early. Full details are set out in the letter of offer and the product's terms and conditions. |
| **Guarantees** | Personal guarantees from the members of the SMSF, or the directors of its corporate trustee, may be required in accordance with our credit policy. Guarantors must obtain independent legal advice before providing a guarantee. |
| **Repayment Frequency** | Monthly, by direct debit from a nominated account of the SMSF. |
| **Security** | • A first registered mortgage over the residential investment property, the legal title to which is held by the holding (bare) trustee on trust for the SMSF.<br>• Our rights against the SMSF trustee on default are limited to the security property, consistent with the LRBA requirements in the SIS Act. |

## Target Market

**We have undertaken an assessment of the product and are of the view that the product attributes are likely to be consistent with the objectives, financial situation and needs of customers in the Target Market.**

| Product designed for customers who: | Key Product attributes appropriate for Target Market |
|---|---|
| • Are corporate trustees of a complying Self-Managed Superannuation Fund (SMSF) borrowing under a Limited Recourse Borrowing Arrangement (LRBA) permitted under sections | • The product is designed for investment purposes only. It is not intended for owner-occupied purposes, or for personal, domestic or household purposes. |

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| 67A and 67B of the SIS Act. | |
| ● Are seeking finance to purchase or refinance a single eligible residential investment property held by an SMSF under an LRBA entered into before 10 August 2026; or<br>● Are seeking finance to purchase a single eligible residential investment property for an SMSF where a binding contract was exchanged before 10 August 2026 and settlement will occur after that date. | ● The loan is available for: refinance of an existing residential investment property loan held by an SMSF under an LRBA entered into before 10 August 2026; or purchase of a residential investment property where contracts were exchanged before 10 August 2026.<br>● Fees, charges, third-party costs and, where applicable, Lenders Mortgage Insurance will be payable. |
| ● Require a variable interest rate loan and understand that repayments may increase or decrease over the life of the loan. | ● The loan has a variable interest rate and repayments may vary over the life of the loan. |
| ● Require flexibility through principal and interest or interest-only repayments. | ● Principal and interest or interest-only repayments are available, subject to credit policy.<br>● Interest-only is available for up to 60 months, after which repayments increase. |
| ● Intend to hold the residential property as a long-term investment of the SMSF, consistent with the fund's trust deed and investment strategy. | ● The loan is available for a total term of up to 360 months, supporting a long-term hold of the property as an asset of the fund. The borrowing must relate to a single acquirable asset and borrowed funds cannot be used to improve the property, consistent with section 67A of the SIS Act. |
| ● Require the ability to make additional repayments. | ● Unlimited additional repayments may be made without additional charge, subject to the loan terms. |
| ● Have obtained independent legal, financial and taxation advice on the borrowing and the LRBA structure. | ● The product is subject to SMSF, LRBA and our lending policy requirements, including that the borrowing relates to a single acquirable asset and that borrowed funds are not used to improve the property. |
| ● Require an option to link an Offset Facility to reduce interest payable under the loan. | ● The Offset Facility is an SMSF trustee sub-account, not a redraw facility. Credit balances reduce the interest-bearing loan balance but do not reduce the loan principal, subject to the loan documents and SIS Act requirements.<br>● The SMSF trustee may make deposits to and withdrawals from the Offset Facility. Deposits are not repayments of the loan and withdrawals are not a redraw of amounts previously repaid. Deposits and withdrawals must comply with the SIS Act and the terms of the limited recourse borrowing arrangement.<br>● The Offset Facility is not a general transaction account and must not be used for day to day transaction banking.<br>● Access is available through:<br>○ Online and Mobile Application access;<br>○ Direct debit and BPAY repayment facility;<br>○ Staff assisted channels.<br>● The following are not available on the Offset Facility: |

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| | ○ Visa debit card access;<br>○ Pay Anyone and other third-party payment functionality; and<br>○ linking of the Offset Facility to a personal account of a member, trustee, director of the corporate trustee or guarantor.<br>● The SMSF trustee is responsible for ensuring withdrawals from the Offset Facility are only used to fund:<br>○ repairs and maintenance (but not improvements) of the mortgaged property;<br>○ expenses incurred in relation to borrowing or purchasing the mortgaged property;<br>○ a refinance (including any accrued interest on a borrowing) in relation to the mortgaged property; or<br>○ as otherwise provided in the SIS Act. |

## Customers who are not in the Target Market

**This product is not designed for and is outside the Target Market for customers who:**

- are individuals borrowing in their personal capacity, or entities that are not the trustee of a complying self-managed superannuation fund;
- are seeking to enter into a new LRBA over residential real property on or after 10 August 2026. From 10 August 2026 an SMSF cannot enter into a limited recourse borrowing arrangement to acquire residential real property;
- SMSFs that do not have a corporate trustee, or where the legal interest in the security property is not held by a holding trustee on trust for the SMSF under a complying LRBA;
- SMSFs that cannot meet loan repayments, property outgoings and the fund's other obligations from fund income, contributions and liquid assets without financial stress to the fund or substantial hardship;
- are seeking owner occupied or personal use finance, or funds for a purpose unrelated to the acquisition, refinance, repair or maintenance of the security property;
- are seeking certainty of repayments through a fixed interest rate. A separate TMD applies to the fixed rate product;
- customers seeking a redraw facility, cashout facility or Visa debit card;
- are seeking to acquire more than one asset under a single borrowing, or to use the loan to fund improvements to the security property;
- intend the security property to be occupied or leased by a member of the SMSF, a relative of a member, or any other related party of the fund, contrary to sections 66 and 71 of the SIS Act;
- customers that do not meet our credit, security or legal structure requirements.

## Eligibility Criteria for the Product

**To be eligible for this product the customer must meet certain eligibility criteria, including that the customer:**

- has a registered and compliant Australian Self-Managed Superannuation Fund (SMSF) and in relation to that SMSF:
    - all members and directors of the corporate trustee of the SMSF are Australian citizens or permanent residents of Australia;
    - the SMSF has a Corporate Trustee;
    - the SMSF holds the beneficial interest in the security property;
    - the SMSF meets all relevant legislative and associated regulatory requirements to acquire the property and borrow, in accordance with the SIS Act; and

- a separate holding trustee (bare trustee) holds the legal title to the security property on trust for the SMSF and the SMSF has a right to acquire legal ownership of the property on making one or more payments, consistent with section 67A of the SIS Act;
- the SMSF trust deed and the holding trust deed permit the borrowing and the acquisition of the security property and the rights of the lender on default are limited to the security property;
- meets our lending eligibility criteria; and
- has entered into and is maintaining, an LRBA that complies with sections 67A and 67B of the SIS Act and that was entered into before 10 August 2026; or, for a purchase, a binding contract for the acquisition of the security property was exchanged before 10 August 2026, in which case settlement, finance approval and entry into the LRBA may occur on or after that date; and
- provide sufficient security in accordance with our lending eligibility criteria; and where a guarantor supports the loan, that guarantor also meets our lending eligibility criteria.

## Financial Situation

**The financial situation of the Target Market are customers that:**

- meet our lending eligibility and credit assessment criteria, which includes demonstrating serviceability of the loan;
- demonstrate the capacity of the SMSF to meet the required repayments, loan and property expenses and the fund's benefit and pension obligations, from rental income, member contributions and other fund income, without relying on the sale of the security property;
- hold sufficient liquid assets within the SMSF to meet repayments and fund expenses, including an allowance for vacancy and interest rate increases; and
- where we determine it is required, having regard to the SMSF contribution, security, applicant and loan characteristics, Lenders Mortgage Insurance (LMI) must be obtained; and
- where we determine it to be required (based on the SMSF's contribution, the security, the applicant and the loan attributes), provide additional credit support, which may include an acceptable guarantee. Any guarantee must be consistent with the limited recourse requirements of the SIS Act; and
- can contribute the required deposit or equity so that the loan is within the maximum LVR for this product.

Upon application we will undertake an assessment to determine the SMSF's ability to service the loan and whether the applicant is within the Target Market, which is our process of determining that the product is consistent with the financial situation of the Target Market.

## Distribution Conditions and Approved Channels

**Columbus Capital has oversight over how the product is promoted and issued. The following distribution channels and conditions have been assessed as being appropriate to direct the distribution of the product to the Target Market in accordance with our process requirements.**

| Distribution Channels | Distribution Conditions |
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| • All distribution channels | • Distributors must take reasonable steps that will, or are reasonably likely to, result in distribution of the product being consistent with this TMD. Distributors must not distribute the product to a customer outside the Target Market, must keep records of their distribution conduct and must report to us in accordance with the Distributor Reporting Requirements set out in this TMD. |
| • Staff assisted channels (e.g., via email or phone) | • Our staff have the necessary training, knowledge and accreditation (if required):<br>○ to understand and can discuss the features and rates of our products;<br>○ to understand and can discuss the key differences of our products;<br>○ to assess whether the customer is within the Target Market; |

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|---|---|
| | ○ to assess whether the customer meets our lending eligibility criteria; and<br>○ have access to product resources such as borrowing and repayment calculators, stamp duty and upfront cost calculator and pricing tools etc.<br>● Our staff are part of assurance programs, and we rely on existing distributors, methods, controls and supervision already in place.<br>● We have approval control systems and processes in place to check and flag applicants who may be outside the Target Market. |
| ● Online channels (e.g., website and the mobile app) | ● The product cannot be distributed through online channels however the application process may commence online.<br>● Applications commenced through an online channel will be directed through to a staff assisted channel. |
| ● Third party – Mortgage Managers and Accredited Mortgage Brokers subject to their Best Interests Duty (BID) obligations | ● A distributor must:<br>○ hold an Australian Credit Licence or be a Credit Representative authorised to engage in credit activities on behalf of a credit licensee;<br>○ comply with the terms and conditions of any relevant distribution agreement or arrangement with the Product Manager; and<br>○ comply with their legal obligations.<br>● Third party brokers must also:<br>○ hold appropriate qualifications, industry membership and authorisations to engage in credit activities; and<br>○ comply with their obligation to act in the best interests of their client when providing credit assistance.<br>● These conditions are imposed by us as a condition of distribution. They ensure that distributors hold the licensing, accreditation and expertise we require to distribute this product and that they comply with the terms agreed between the distributor and the Product Manager. |

**The distribution conditions above are appropriate because they require distributors to verify the key legal and financial features that determine whether an SMSF is within the target market. In particular, they require confirmation that the customers:**

- meets the key eligibility criteria listed above;
- is seeking finance to buy or refinance a property in an SMSF and not for owner-occupied or construction purposes;
- has requested a loan size, LVR, term, interest rate type and repayment option that are within the product attributes; and
- has provided the SMSF trust deed and the property bare trust deed for review prior to loan approval.

## Review Triggers

**Columbus has outlined below its review triggers for this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers for this product are:**

| Review Triggers | Description |
|---|---|
| Customer outcomes | ● Unexpected trends in customer outcomes which are significantly inconsistent with the intended product performance;<br>● Unexpected early-stage arrears are detected;<br>● A significant number of defaults occur;<br>● A significant number of late repayments are being recorded; and |

| | |
|---|---|
| | • Evidence that the product or distributor conduct are significantly different to the Target Market. |
| Complaints | • A significant number of material complaints are received from customers in relation to the product. |
| Incident Data | • A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| Changes to the Product | • The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| Changes to law or regulatory guidance | • A material change to the law, regulation, industry code or regulatory guidance affecting the product or its distribution, including changes to the SIS Act, Australian Taxation Office guidance on limited recourse borrowing arrangements, or ASIC guidance on design and distribution obligations. |
| Distributor and hardship data | • Distributor reporting, assurance reviews or monitoring indicate that distribution is not consistent with this TMD, or a distributor fails to provide the reporting required by this TMD.<br>• A material increase in requests for assistance, hardship or loan variations, or in adverse external dispute resolution determinations, in relation to the product. |
| Significant Dealings | • A significant dealing of the product to customers outside the Target Market occurs. |
| Notification from ASIC | • The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a Review Trigger occurs, or any other event or circumstance occurs that would reasonably suggest this TMD is no longer appropriate, Columbus Capital will complete a review of the TMD as soon as practicable and in any case within ten (10) business days. During that period we will stop retail product distribution conduct in relation to the product until the review is complete and any necessary changes to the product, this TMD or our distribution arrangements have been made. Where we determine that this TMD is no longer appropriate, we will cease retail product distribution conduct in relation to the product until a revised TMD has been made and any necessary changes to the product or our distribution arrangements have been implemented.**

## Distributor Reporting Requirements

**The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:**

| Type of information | Description | Reporting period |
|---|---|---|
| Complaints | The number of complaints received, the substance of each complaint and the general nature of any resolution. A nil return must be provided where no complaints were received in the reporting period. Personal information about a complainant must not be provided unless it is reasonably necessary for us to resolve the complaint or to meet a legal obligation and must be provided in accordance with the Privacy Act 1988 (Cth). | Quarterly for the reporting periods ending 31 March, 30 June, 30 September and 31 December and in any case no later than 10 business days after the end of the reporting period. |
| Significant dealing(s) | Date or date range of the significant dealing(s) and | As soon as practicable and in any case |

| | | |
|---|---|---|
| | description of the significant dealing (e.g., why it is not consistent with the TMD) | within 10 business days after becoming aware. |
| Feedback | Details of any suggested feedback and improvements | As soon as practicable and in any case within 15 business days after becoming aware. |
| Information Requested | Any other information requested by the Product Manager | As soon as practicable and in any case within 10 business days after receiving such request. |
| Nil Reporting | Confirmation that no complaints were received and no significant dealings occurred during the reporting period. | Quarterly for the reporting periods ending 31 March, 30 June, 30 September and 31 December and in any case no later than 10 business days after the end of the reporting period. |

**All reporting required by this section must be provided to Columbus Capital at ddo@colcap.com.au in the format we specify from time to time. Where a distributor becomes aware of a significant dealing, it must notify us immediately by the same channel and must not wait until the end of the reporting period.**

## Definitions and Record Keeping

Accountable Owner – the accountable owner, Chief Product Officer, is the person responsible for ensuring the TMD remains appropriate, is reviewed when required, and that distribution monitoring occurs.

Approving Forum – Product Risk/Governance Committee.

Complaint – has the meaning given in ASIC Regulatory Guide 271 Internal dispute resolution.

Columbus will notify ASIC in writing within 10 business days of becoming aware of a significant dealing in the product that is not consistent with this TMD. Columbus and its distributors must keep complete and accurate records of the decisions, reviews and reasonable steps taken in relation to this TMD. Those records must be retained for at least seven years from the date the record is created. Distributor reporting under this TMD must be provided to the Product Manager at ddo@colcap.com.au.

Distributor reporting – including complaints, significant dealings and distribution-related incidents, is recorded and monitored through Protecht.

Retail product distribution conduct – dealing in the product with a customer, giving or providing a customer with the product's terms and conditions or application form, or providing credit assistance or financial product advice in relation to the product.

Significant dealing – a dealing in the product with a customer who is not in the Target Market that is significant having regard to the proportion of customers who are not in the Target Market, the actual or potential harm to those customers, the nature and extent of any inconsistency between the dealing and this TMD and the time period over which the dealings occurred. A single dealing may be significant if it results, or is likely to result, in material harm to a customer.

System of Record for TMD Documents – Product SharePoint Product Governance Repository.

# Target Market Determination

## Visa Debit Card

The Visa debit card (**Visa Debit Card**) attached to your ColCap loan product is a financial product for the purposes of the design and distribution obligations set out in Part 7.8A of the *Corporations Act 2001* Cth).

**The VISA Debit Card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit License 337 303, trading as Origin Mortgage Management Services, ("ColCap") who is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer is sponsoring ColCap into the Visa payment network. Hay Limited is not the issuer of the financial product.**

The purpose of this Target Market Determination is to provide consumers with information about the Visa Debit Card's key attributes, the target market for the card, and the distribution and monitoring arrangements between the finance product issuer & Visa licensed issuer

Your ColCap loan product is issued by Perpetual Corporate Trust Limited ACN 000 341 533, Australian Credit License 392673 (Lender) and managed and serviced by ColCap, collectively (**ColCap**/**we**/**us**).

This document is not to be treated as a full summary of the product's terms and conditions and is not intended to provide financial advice. You should refer to the Terms and Conditions of the Visa Debit Card available at www.originmms.com.au when making a decision about this product.

**Date from which this Target Market Determination is effective: 30 September 2025.**

### 1. Target Market

The information below summarizes the overall class of consumers that fall within the target market for the Visa Debit Card, based on the product key attributes and the objectives, financial situation and needs that it has been designed to meet. This product is targeted at customers with an eligible ColCap loan product who want to access funds held in an eligible linked account using a variety of methods.

**(a) Class of consumers that fall within the target market.**

The Visa Debit Card is for those who have an eligible loan product from ColCap and are looking for a way to access money from their loan product account or the offset account, which is a sub-account of the loan product account using a variety of methods. The Visa Debit Card is not offered as a standalone product.

**(b) Description of the Visa Debit Card and its key attributes**

The key attributes of the Visa Debit Card are that:

- It can be used at any merchant that accepts Visa.
- It can be used to access money from a loan product (or from the offset account of a loan product) using one or more of the following methods:
  - Electronic Point of Sale (EFTPOS).
  - ATMs; and
  - Online.
- The ability to use the Visa Debit Card to withdraw cash is available only at ATMs and not at point of sale (EFTPOS).

- It can only be used by the person named on the Visa Debit Card and the Visa Debit Card is not transferable.
- Transaction limits apply to the Visa Debit Card usage.

Fees and charges apply. Please refer to the terms and conditions of the card at www.originmms.com.au. The Visa Debit Card may drive fees associated with the loan product, including payment of interest. These fees and charges are documented in the loan product agreement you have with the Lender.

**(c) Excluded class of consumers**

The Visa Debit Card has not been designed for anyone who does not have an eligible loan product from ColCap.

**(d) Consistency between target market and Likely objectives, financial situation and needs**

The Visa Debit Card is likely to be consistent with the likely objectives, financial situation and needs of consumers in the target market such as:

- It can only be linked to an eligible loan product from ColCap.
- identification and verification checks are undertaken on the cardholder by ColCap;
- ColCap has processes and procedures in place to ensure that loan products are only provided to consumers who meet the relevant loan product eligibility and are suitable based on product credit assessment criteria; and
- The Visa Debit Card has controls in place to ensure it can only be used to purchase items up to the value of available funds in the loan or offset sub- account.

**(e) Eligibility Criteria for the product**

- Be over 18 years of age; and
- Have an eligible ColCap loan product

## 2. Distribution Conditions and Restrictions

**(a) Distribution channels**

The Visa Debit Card is designed to be distributed to consumers through the following means:

- Third parties who ColCap contracts with that:
  - hold an Australian Credit License or be a Credit Representative authorized to engage in credit activities on behalf of a credit licensee;
  - comply with the terms and conditions of any relevant distribution agreement or arrangement with Colcap.
- ColCap brokers subject to their Best Interests Duty (BID) obligations, through ColCap' s broker distribution channel – Granite Home Loans;
- ColCap mortgage managers though ColCap' s wholesale funding channel – Origin Mortgage Management Services; and
- directly via ColCap employees through ColCap' s retail channel – Homestar Finance.

**(b) Distribution conditions and restrictions**

The Visa Debit Card should only be distributed to individuals who:

- have an eligible loan product from ColCap;
- successfully pass the identification and verification checks put in place by ColCap; and
- who have elected to link the Visa Debit Card to their loan product.

**(c) Adequacy of distribution conditions and restrictions**

Given the requirement that the cardholder have an eligible loan product with ColCap and elect to link the Visa Debit Card to the loan product, the distribution conditions and restrictions will make it likely that consumers who purchase the product are in the class of consumers for which it has been designed.

## 3. Reviewing this Target Market Determination

**Colcap has outlined below its review triggers for this product (Review Triggers). This TMD will also be reviewed if an event or circumstance has occurred that would reasonably suggest that the TMD may no longer be appropriate. Our review triggers for this product are:**

| Review triggers | Description |
|---|---|
| **Customer outcomes** | ▪ Unexpected trends in consumer outcomes which are significantly inconsistent with the intended product performance.<br>▪ Unexpected early-stage arrears are detected.<br>▪ A significant number of defaults occur.<br>▪ A significant number of late repayments are being recorded.<br>▪ Evidence that the product or distributor conduct are significantly different to the Target Market. |
| **Complaints** | ▪ A significant number of material complaints are received from consumers in relation to the product. |
| **Incident Data** | ▪ A material incident or significant number of incidents in relation to the product's design or distribution that identify breaches of our legal or regulatory obligations. |
| **Changes to the Product** | ▪ The material alteration of the product or product terms and conditions (e.g., adding to, removing, or changing a key product attribute; significant change to distribution channel and distribution strategy). |
| **Significant Dealings** | ▪ A significant dealing of the product to consumers outside the Target Market occurs. |
| **Notification from ASIC** | ▪ The receipt of a product intervention power order from ASIC requiring us to immediately cease retail product distribution conduct in respect of the product. |

**If a review trigger occurs, Colcap will complete a review of the TMD within ten (10) business days. Meanwhile, it will cease to offer this product to its consumers until the TMD review concludes and any necessary changes to the product or TMD, including distribution methods, are made.**

## 4. Reporting and monitoring this Target Market Determination

**The following data must be provided to us by any person who engages in retail product distribution conduct in relation to this product:**

| Type of information | Description | Reporting period |
|---|---|---|
| **Complaints** | Number of complaints, details of the complaint, including name and contact details of complainant and substance of the complaint. | Quarterly, and in any case no later than 10 business days from the end of the quarter. |
| **Significant dealing(s)** | Date or date range of the significant dealing(s) and description of the significant dealing (e.g., why it is not consistent with the TMD). | As soon as practicable, and in any case within 10 business days after becoming aware. |
| **Feedback** | Details of any suggested feedback and improvements. | As soon as practicable, and in any case within 15 business days after becoming aware. |
| **Information requested** | Any other information requested by the Product Manager. | As soon as practicable, and in any case within 10 business days after receiving such request. |