

Westpac Master Agreement for Foreign Currency and Derivative Transactions – Foreign Exchange Transactions Supplement

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1 Context

1.1 Scope

This “Foreign Exchange Transactions Supplement” sets out the terms for certain foreign exchange transactions you enter into with us that are governed by the Master Agreement. This document is a “Supplement” as defined in the Master Agreement, and is incorporated into, and forms part of, the Agreement between you and us.

This Supplement applies to, and sets out certain standard terms and conditions that apply to:

- (a) each Transaction which is specified to be an FX Transaction, FX Swap, Participating Forward Contract, Range Forward Contract, Flexi Forward Contract or Foreign Exchange Option; and
- (b) any other Transaction which you and we agree is a Transaction to which this Supplement applies.

Each of these Transactions is subject to this Supplement. In addition to the inconsistency provisions set out in clause 2(d) of the Master Agreement, in the event of any inconsistency between this Supplement and the terms set out in any definitional booklet published by the International Swaps and Derivatives Association, Inc. which are incorporated into the terms of any Transaction, this Supplement will prevail.

This Supplement may be updated from time to time and published on www.westpac.com.au. The latest version of the Supplement on the date the parties enter into a Transaction will apply to that Transaction, unless the parties specifically agree another version of the Supplement to apply to that Transaction.

This Supplement is split into different sections and the terms and conditions applicable to a particular Transaction will depend on the type of Transaction you have entered into with us as set out further below.

Terms which are used but not defined in this Supplement have the meaning given in the Master Agreement.

1.2 Terms of Transactions

For a Transaction that is subject to this Supplement, in addition to the provisions of this Section 1 and Appendix A applying to the Transaction, if the Transaction is identified as:

- (a) an “FX Transaction” or a Transaction between you and us to buy or sell currency at an agreed exchange rate on an agreed date which is not a Transaction identified as a Transaction described in paragraphs (b) to (f) of this Section 1, then the provisions of Section 2 – FX Transactions will apply to that Transaction;
- (b) an “FX Swap” (which may instead be labelled as a “Foreign Exchange Swap” or “Swap Foreign Exchange”), then the provisions of Section 3 – FX Swap will apply to that Transaction;
- (c) a “Participating Forward Contract”, then the provisions of Section 4 – Participating Forward Contract will apply to that Transaction;
- (d) a “Range Forward Contract”, then the provisions of Section 5 – Range Forward Contract] will apply to that Transaction;

- (e) a “Flexi Forward Contract”, then the provisions of Section 6 – Flexi Forward Contract will apply to that Transaction; and
- (f) a “Foreign Exchange Option” (which may instead be labelled as a “Currency (Foreign Exchange) Option Contract”), then the provisions of Section 7 – Foreign Exchange Option will apply to that Transaction.

1.3 Calculations

For the purposes of any calculations referred to in any Transaction or Confirmation:

- (a) we make all determinations and calculations referred to in any Transaction or Confirmation and we will act in good faith and in a commercially reasonable manner in making such determinations and calculations;
- (b) all determinations and calculations made by us will be binding in the absence of manifest error;
- (c) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (e.g. 9.876541% (or 0.09876541) being rounded down to 9.87654% (or 0.0987654) and 9.876545% (or 0.09876545) being rounded up to 9.87655% (or 0.0987655)); and
- (d) any currency amounts used in or resulting from such calculations will be rounded in accordance with relevant market practice as determined by us.

2 FX Transaction

If the Transaction is an FX Transaction, then the provisions of this Section 2 – FX Transaction will apply.

2.1 Definitions

In addition to any other terms defined elsewhere in this Section 2, Appendix A or in the Master Agreement, the following terms have the following meanings:

Business Day means a day on which commercial banks effect delivery of the currency to be delivered on the Value Date in accordance with the market practice of the foreign exchange market in Sydney, Australia and the Principal Financial Centre(s) of such currency(ies) (as set out in Appendix A to this Supplement).

Amount Westpac purchased or Amount we purchased means, in respect of a Transaction, the quantity of the applicable currency specified as any of the Amount Westpac purchased or the Amount we purchased in the related Confirmation (as may be amended in accordance with the rollover or pre-delivery provisions set out in clauses 2.2(b) and (c) below). This is the amount payable by you to us on the Value Date.

Amount Westpac sold or Amount we sold means, in respect of a Transaction, the quantity of the applicable currency specified as any of the Amount Westpac sold or the Amount we sold in the related Confirmation (as may be amended in accordance with the rollover or pre-delivery provisions set out in clauses 2.2(b) and (c) below). This is the amount payable by us to you on the Value Date.

Trade Date or Deal Date means, in respect of a Transaction, the date specified as the Trade Date or Deal Date in the related Confirmation. This is the date on which the parties enter into the Transaction.

Value Date means, in respect of a Transaction, the date specified as the Value Date in the related Confirmation (as may be amended in accordance with the rollover or pre-delivery provisions set out in clauses 2.2(b) and (c) below), subject to adjustment in accordance with the Following Business Day Convention.

2.2 Terms

(a) Settlement

On the Value Date of a Transaction:

- (i) you will pay us the Amount Westpac purchased or Amount we purchased (as applicable) specified in the related Confirmation; and
- (ii) we will pay you the Amount Westpac sold or Amount we sold (as applicable) specified in the related Confirmation.

(b) Rollover¹

- (i) On any Business Day prior to the Value Date of a Transaction you may request to rollover the terms of the Transaction to provide that all or part of the Amount Westpac purchased or Amount we purchased (as applicable) specified in the related Confirmation is payable on a new future Value Date (a “**Rollover Request**”). This request must be made by giving us notice (which may be given orally) provided between 9am and 5pm

(Sydney time) on a Business Day. Any notice given after 5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.

- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of an indicative Amount Westpac purchased or Amount we purchased (as applicable) and indicative Amount Westpac sold or Amount we sold (as applicable) for the portion of the Transaction the subject of the Rollover Request and any changes we would require to any other terms of the Transaction, in our sole discretion (including if the Rollover Request relates to the whole Transaction any changes we would require to the Amount Westpac purchased or Amount we purchased (as applicable) and the Amount Westpac sold or Amount we sold (as applicable)).
 - (iii) If we notify you of indicative terms as set out in (ii) above, you may notify us that you wish to effect the rollover on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (“**Rollover Offer**”). If we determine, in our sole discretion, to accept such Rollover Offer, the Transaction will be amended accordingly. Following such amendment, we may issue you with a revised Confirmation for the Transaction. However, a failure to issue you with a revised Confirmation does not adversely affect the validity of the amendment or the Transaction.
 - (iv) You and we acknowledge and agree that:
 - (A) if we accept a Rollover Offer to rollover all or part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Transaction, the corresponding Amount Westpac sold or Amount we sold (as applicable) will also rollover if the Rollover Offer is accepted by us; and
 - (B) if we accept a Rollover Offer to rollover part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Transaction, the part of the Amount Westpac purchased or Amount we purchased (as applicable) which is not the subject of the Rollover Offer will not be subject to the rollover and on the original Value Date of the Transaction you will pay us the Amount Westpac purchased or Amount we purchased (as applicable) and we will pay you the Amount Westpac sold or Amount we sold (as applicable), each as reduced by the corresponding amounts the subject of the rollover.
- (c) **Pre-delivery**
- (i) On any Business Day prior to the Value Date of a Transaction you may request to pay all or part of the Amount Westpac purchased or Amount we purchased (as applicable) specified in the related Confirmation on a new earlier Value Date (a “**Pre-delivery Request**”). This request must be made by giving us notice (which may be given orally) provided between 9am and 5pm (Sydney time) on a Business Day. Any notice given after

5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.

- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of an indicative Amount Westpac purchased or Amount we purchased (as applicable) and indicative Amount Westpac sold or Amount we sold (as applicable) for the portion of the Transaction the subject of the Pre-delivery Request and any changes we would require to any other terms of the Transaction, in our sole discretion (including if the Pre-delivery Request relates to the whole Transaction any changes we would require to the Amount Westpac purchased or Amount we purchased (as applicable) and the Amount Westpac sold or Amount we sold (as applicable)).
- (iii) If we notify you of indicative terms as set out in (ii) above, you may notify us that you wish to effect the pre-delivery on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney ("**Pre-delivery Offer**"). If we determine, in our sole discretion, to accept such Pre-delivery Offer, the Transaction will be amended accordingly. Following such amendment, we may issue you with a revised Confirmation for the Transaction. However, a failure to issue you with a revised Confirmation does not adversely affect the validity of the amendment or the Transaction.
- (iv) You and we acknowledge and agree that:
 - (A) if we accept a Pre-delivery Offer to pre-deliver all or part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Transaction, the corresponding Amount Westpac sold or Amount we sold (as applicable) will also be pre-delivered if the Pre-delivery Offer is accepted by us; and
 - (B) if we accept a Pre-delivery Offer to pre-deliver part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Transaction, the part of the Amount Westpac purchased or Amount we purchased (as applicable) which is not the subject of the Pre-delivery Offer will not be pre-delivered and on the original Value Date of the Transaction you will pay us the Amount Westpac purchased or Amount we purchased (as applicable) and we will pay you the Amount Westpac sold or Amount we sold (as applicable), each as reduced by the corresponding amounts pre-delivered.

3 FX Swap

If the Transaction is an FX Swap, then the provisions of this Section 3 – FX Swap will apply.

3.1 Definitions

In addition to any other terms defined elsewhere in this Section 3, Appendix A or in the Master Agreement, the following terms have the following meanings:

Business Day means a day on which commercial banks effect delivery of the currency to be delivered on the Value Date in accordance with the market practice of the foreign exchange market in Sydney, Australia and the Principal Financial Centre(s) of such currency(ies) (as set out in Appendix A).

Amount Westpac purchased or Amount we purchased means, in respect of a Leg of a Transaction, the quantity of the applicable currency specified as any of the Amount Westpac purchased or Amount we purchased for that Leg in the related Confirmation (as may be amended in accordance with the rollover or pre-delivery provisions set out in clauses 3.2(b) and (c) below). This is the amount payable by you to us on the Value Date for that Leg.

Leg means, in respect of a Transaction, the terms that form part of the Transaction which lead to one or more cashflows and/or settlement obligations (in each case whether present, future and/or contingent) which are identified in the related Confirmation as a distinct leg. A Transaction may have more than one Leg.

Amount Westpac sold or Amount we sold means, in respect of a Leg of a Transaction, the quantity of the applicable currency specified as any of the Amount Westpac sold or the Amount we sold for that Leg in the related Confirmation (as may be amended in accordance with the rollover or pre-delivery provisions set out in clauses 3.2(b) and (c) below). This is the amount payable by us to you on the Value Date for that Leg.

Trade Date or Deal Date means, in respect of a Transaction, the date specified as the Trade Date or the Deal Date in the related Confirmation. This is the date on which the parties enter into the Transaction.

Value Date means, in respect of a Leg of a Transaction, the date specified as the Value Date in the related Confirmation (as may be amended in accordance with the rollover or pre-delivery provisions set out in clauses 3.2(b) and (c) below), subject to adjustment in accordance with the Following Business Day Convention.

3.2 Terms

(a) Settlement

In respect of each Leg of a Transaction, on the Value Date for the Leg of the Transaction:

- (i) you will pay us the Amount Westpac purchased or Amount we purchased (as applicable) for that Leg specified in the related Confirmation; and
- (ii) we will pay you the Amount Westpac sold or Amount we sold (as applicable) for that Leg specified in the related Confirmation.

(b) Rollover

- (i) On any Business Day prior to the Value Date for a Leg of a Transaction you may request to rollover the terms of the Transaction to provide that all or part of the Amount Westpac purchased or Amount we purchased (as applicable) for that Leg specified in the related Confirmation is payable on a new future Value Date for that Leg (a “**Rollover Request**”). This request must be made by giving us notice (which may be given orally) provided between 9am and 5pm (Sydney time) on a Business Day. Any notice given after 5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.
- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of an indicative Amount Westpac purchased or Amount we purchased (as applicable) and indicative Amount Westpac sold or Amount we sold (as applicable) for the portion of the Transaction the subject of the Rollover Request and any changes we would require to any other terms of the Transaction, in our sole discretion (including if the Rollover Request relates to the whole Transaction any changes we would require to the Amount Westpac purchased or Amount we purchased (as applicable) for each Leg of the Transaction and the Amount Westpac sold or Amount we sold (as applicable) for each Leg of the Transaction).
- (iii) If we notify you of indicative terms as set out in (ii) above, you may notify us that you wish to effect the rollover on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (“**Rollover Offer**”). If we determine, in our sole discretion, to accept such Rollover Offer, the Transaction will be amended accordingly. Following such amendment, we may issue you with a revised Confirmation for the Transaction. However, a failure to issue you with a revised Confirmation does not adversely affect the validity of the amendment or the Transaction.
- (iv) You and we acknowledge and agree that:
 - (A) if we accept a Rollover Offer to rollover all or part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Leg of a Transaction the corresponding Amount Westpac sold or Amount we sold (as applicable) for that Leg will also rollover if the Rollover Offer is accepted by us; and
 - (B) if we accept a Rollover Offer to rollover part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Leg of a Transaction, the part of the Amount Westpac purchased or Amount we purchased (as applicable) which is not the subject of the Rollover Offer will not be subject to the rollover and on the original Value Date of the Leg of the Transaction you will pay us the Amount Westpac purchased or Amount we purchased (as applicable) for that Leg and we will pay you the Amount Westpac sold or Amount we sold (as applicable) for that Leg, each as reduced by the corresponding amounts the subject of the rollover.

(c) **Pre-delivery**

- (i) On any Business Day prior to the Value Date for a Leg of a Transaction you may request to pay all or part of the Amount Westpac purchased or Amount we purchased (as applicable) for that Leg specified in the related Confirmation on a new earlier Value Date (a “**Pre-delivery Request**”). This request must be made by giving us notice (which may be given orally) provided between 9am and 5pm (Sydney time) on a Business Day. Any notice given after 5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.
- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of an indicative Amount Westpac purchased or Amount we purchased (as applicable) and indicative Amount Westpac sold or Amount we sold (as applicable) for the portion of the Transaction the subject of the Pre-delivery Request and any changes we would require to any other terms of the Transaction, in our sole discretion (including if the Pre-delivery Request relates to the whole Transaction any changes we would require to the Amount Westpac purchased or Amount we purchased (as applicable) for each Leg of the Transaction and the Amount Westpac sold or Amount we sold (as applicable) for each Leg of the Transaction).
- (iii) If we notify you of indicative terms as set out in (ii) above, you may notify us that you wish to effect the pre-delivery on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (“**Pre-delivery Offer**”). If we determine, in our sole discretion, to accept such Pre-delivery Offer, the Transaction will be amended accordingly. Following such amendment, we may issue you with a revised Confirmation for the Transaction. However, a failure to issue you with a revised Confirmation does not adversely affect the validity of the amendment or the Transaction.
- (iv) You and we acknowledge and agree that:
 - (A) if we accept a Pre-delivery Offer to pre-deliver all or part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Leg of a Transaction the corresponding Amount Westpac sold or Amount we sold (as applicable) for that Leg will also be pre-delivered if the Pre-delivery Offer is accepted by us; and
 - (B) if we accept a Pre-delivery Offer to pre-deliver part of the Amount Westpac purchased or Amount we purchased (as applicable) for a Leg of a Transaction, the part of the Amount Westpac purchased or Amount we purchased (as applicable) for that Leg which is not the subject of the Pre-delivery Offer will not be pre-delivered and on the original Value Date of the Leg of the Transaction you will pay us the Amount Westpac purchased or Amount we purchased (as applicable) for that Leg and we will pay you the Amount Westpac sold or Amount we sold (as applicable), each as reduced by the corresponding amounts pre-delivered.

4 Participating Forward Contract

If the Transaction is a Participating Forward Contract, then the provisions of this Section 4 – Participating Forward Contract will apply.

4.1 Definitions

In addition to any other terms defined elsewhere in this Section 4, Appendix A or in the Master Agreement, the following terms have the following meanings:

Against means, in respect of a Transaction, (a) in respect of a Purchase Transaction, the currency which is to be purchased by you from us on the Maturity Date; and (b) in respect of a Sale Transaction, the currency which is to be sold by you to us on the Maturity Date, each as specified in the related Confirmation.

Business Day means a day on which commercial banks effect delivery of the currency to be delivered on the Value Date in accordance with the market practice of the foreign exchange market in Sydney, Australia and the Principal Financial Centre(s) of such currency(ies) (as set out in Appendix A).

Contract Amount means, in respect of a Transaction, the quantity of the Foreign Currency ISO Code currency specified as the Contract Amount in the related Confirmation.

Contract Rate means, in respect of a Transaction, the rate specified as the Contract Rate in the related Confirmation, expressed as the amount of units of the Foreign Currency ISO Code currency per one unit of Against currency.

Cut-off Time means, in respect of a Transaction, the time and date specified as the Cut-off Time in the related Confirmation.

Foreign Currency ISO Code means, in respect of a Transaction, the currency specified as such in the related Confirmation. This is the currency in which the relevant Contract Amount is expressed/denominated.

Market Foreign Exchange Rate means, in respect of a Transaction, the currency exchange rate in respect of the Against currency and Foreign Currency ISO Code currency for delivery on the Maturity Date determined by us acting in good faith and a commercially reasonable manner after taking into account our costs and profit margin, expressed as the amount of units the Foreign Currency ISO Code currency per one unit of Against currency.

Maturity Date means, in respect of a Transaction, the date specified as the Maturity Date in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

Participation Ratio means, in respect of a Transaction, the percentage specified as the Participation Ratio in the related Confirmation.

Purchase Transaction means a Transaction where we agree to purchase all or part of the Contract Amount from you on the Maturity Date and the related Confirmation specifies that “*Westpac confirms Purchase from you*”.

Sale Transaction means a Transaction where you agree to purchase all or part of the Contract Amount from us on the Maturity Date and the related Confirmation specifies that “*Westpac confirms Sale to you*”.

Trade Date means, in respect of a Transaction, the date specified as the Trade Date in the related Confirmation. This is the date on which the parties enter into the Transaction.

4.2 Terms

(a) Settlement

- (i) In respect of a Purchase Transaction, if, at the Cut-off Time specified in the related Confirmation, the Market Foreign Exchange Rate is:
 - (A) equal to or greater than or above the Contract Rate (as determined by us), then on the Maturity Date you will sell to us the Contract Amount in the Foreign Currency ISO Code currency and purchase from us an equivalent amount (as determined by us) of the Against currency at the Contract Rate; or
 - (B) less than or below the Contract Rate (as determined by us), then on the Maturity Date you will sell to us a portion of the Contract Amount in the Foreign Currency ISO Code currency equal to the Contract Amount x (100% - Participation Ratio) and purchase from us an equivalent amount (as determined by us) of the Against currency at the Contract Rate.
- (ii) In respect of a Sale Transaction, if, at the Cut-off Time specified in the related Confirmation, the Market Foreign Exchange Rate is:
 - (A) equal to or less than or below the Contract Rate (as determined by us), then on the Maturity Date you will purchase from us the Contract Amount in the Foreign Currency ISO Code currency and sell to us an equivalent amount (as determined by us) of the Against currency at the Contract Rate; or
 - (B) greater than or above the Contract Rate (as determined by us), then on the Maturity Date you will purchase from us a portion of the Contract Amount in the Foreign Currency ISO Code currency equal to the Contract Amount x (100% - Participation Ratio) and sell to us an equivalent amount (as determined by us) of the Against currency at the Contract Rate.

(b) Early Termination

- (i) At any time on and from the Trade Date, up to but excluding the time specified in the definition of Cut-off Time you may request to terminate the Transaction in whole (an “**Early Termination Request**”). This request must be made by giving us notice (which may be given orally) provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (provided that if notice is given on the Maturity Date it may only be given between 9am (Sydney time) and the time specified in the definition of Cut-off Time on such day). Any notice given after 5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.
- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of any indicative amounts which would be payable by you or us as a result of any such early

termination in accordance with the procedures for calculation set out in clause 7.3 of the Master Agreement.

- (iii) If we notify you of any indicative amounts payable as set out in (ii) above, you may notify us that you wish to effect the early termination on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney ("**Early Termination Offer**"). If we determine, in our sole discretion, to accept such Early Termination Offer, we will notify you of the termination date of the Transaction, the due date for payment of any amounts payable between us and details for payment of any amount due to us.

5 Range Forward Contract

If the Transaction is a Range Forward Contract, then the provisions of this Section 5 – Range Forward Contract will apply.

5.1 Definitions

In addition to any other terms defined elsewhere in this Section 5, Appendix A or in the Master Agreement, the following terms have the following meanings:

Against means, in respect of a Transaction (a) in respect of a Purchase Transaction, the currency which is to be purchased by you from us on the Maturity Date; and (b) in respect of a Sale Transaction, the currency which is to be sold by you to us on the Maturity Date, each as specified in the related Confirmation.

Business Day means a day on which commercial banks effect delivery of the currency to be delivered on the Value Date in accordance with the market practice of the foreign exchange market in Sydney, Australia and the Principal Financial Centre(s) of such currency(ies) (as set out in Appendix A).

Ceiling Rate means, in respect of a Transaction, the rate specified as the Ceiling Rate in the related Confirmation, expressed as the amount of units of the Foreign Currency ISO Code currency per one unit of Against currency.

Contract Amount means, in respect of a Transaction, the quantity of the Foreign Currency ISO Code currency specified as the Contract Amount in the related Confirmation.

Cut-off Time means, in respect of a Transaction, the time and date specified as the Cut-off Time in the related Confirmation.

Floor Rate means, in respect of a Transaction, the rate specified as the Floor Rate in the related Confirmation, expressed as the amount of units of the Foreign Currency ISO Code currency per one unit of Against currency.

Foreign Currency ISO Code means, in respect of a Transaction, the currency specified as such in the related Confirmation. This is the currency in which the relevant Contract Amount is expressed/denominated.

Market Foreign Exchange Rate means, in respect of a Transaction, the currency exchange rate in respect of the Against currency and Foreign Currency ISO Code currency for delivery on the Maturity Date determined by us acting in good faith and a commercially reasonable manner after taking into account our costs and profit margin, expressed as the amount of units the Foreign Currency ISO Code currency per one unit of Against currency.

Maturity Date means, in respect of a Transaction, the date specified as the Maturity Date in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

Purchase Transaction means a Transaction where we agree to purchase the Contract Amount from you on the Maturity Date and the related Confirmation specifies that “*Westpac confirms Purchase from you*”.

Sale Transaction means a Transaction where you agree to purchase the Contract Amount from us on the Maturity Date and the related Confirmation specifies that “*Westpac confirms Sale to you*”.

Trade Date means, in respect of a Transaction, the date specified as the Trade Date in the related Confirmation. This is the date on which the parties enter into the Transaction.

5.2 Terms

(a) Settlement

- (i) In respect of a Purchase Transaction, if, at the Cut-off Time specified in the related Confirmation, the Market Foreign Exchange Rate is:
 - (A) equal to or greater than or above the Ceiling Rate (as determined by us), then on the Maturity Date you will sell to us the Contract Amount in the Foreign Currency ISO Code currency and purchase from us an equivalent amount (as determined by us) of the Against currency at the Ceiling Rate; or
 - (B) equal to or less than or below the Floor Rate (as determined by us), then on the Maturity Date you will sell to us the Contract Amount in the Foreign Currency ISO Code currency and purchase from us an equivalent amount (as determined by us) of the Against currency at the Floor Rate; or
 - (C) between but not equal to the Ceiling Rate and the Floor Rate (as determined by us), then on the Maturity Date, neither party will have any further obligations to the other and the Transaction will terminate.
- (ii) In respect of a Sale Transaction, if, at the Cut-off Time specified in the related Confirmation, the Market Foreign Exchange Rate is:
 - (A) equal to or greater than or above the Ceiling Rate (as determined by us), then on the Maturity Date you will purchase from us the Contract Amount in the Foreign Currency ISO Code currency and sell to us an equivalent amount (as determined by us) of the Against currency at the Ceiling Rate; or
 - (B) equal to or less than or below the Floor Rate (as determined by us), then on the Maturity Date you will purchase from us the Contract Amount in the Foreign Currency ISO Code currency and sell to us an equivalent amount (as determined by us) of the Against currency at the Floor Rate; or
 - (C) between but not equal to the Ceiling Rate and the Floor Rate (as determined by us), then on the Maturity Date, neither party will have any further obligations to the other and the Transaction will terminate.

(b) Early Termination

- (i) At any time on and from the Trade Date, up to but excluding the time specified in the definition of Cut-off Time you may request to terminate the Transaction in whole (an “**Early Termination Request**”). This request must be made by giving us notice (which may be given orally) provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (provided that if

notice is given on the Maturity Date it may only be given between 9am (Sydney time) and the time specified in the definition of Cut-off Time on such day). Any notice given after 5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.

- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of any indicative amounts which would be payable by you or us as a result of any such early termination in accordance with the procedures for calculation set out in clause 7.3 of the Master Agreement.
- (iii) If we notify you of any indicative amounts payable as set out in (ii) above, you may notify us that you wish to effect the early termination on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney ("**Early Termination Offer**"). If we determine, in our sole discretion, to accept such Early Termination Offer, we will notify you of the termination date of the Transaction, the due date for payment of any amounts payable between us and details for payment of any amount due to us.

6 Flexi Forward Contract

If the Transaction is a Flexi Forward Contract, then the provisions of this Section 6 – Flexi Forward Contract will apply.

6.1 Definitions

In addition to any other terms defined elsewhere in this Section 6, Appendix A or in the Master Agreement, the following terms have the following meanings:

Against means, in respect of a Transaction (a) in respect of a Purchase Transaction, the currency which is to be purchased by you from us on the Maturity Date; and (b) in respect of a Sale Transaction, the currency which is to be sold by you to us on the Maturity Date, each as specified in the related Confirmation.

Business Day means a day on which commercial banks effect delivery of the currency to be delivered on the Value Date in accordance with the market practice of the foreign exchange market in Sydney, Australia and the Principal Financial Centre(s) of such currency(ies) (as set out in Appendix A).

Contract Amount means, in respect of a Transaction, the quantity of the Foreign Currency ISO Code currency specified as the Contract Amount in the related Confirmation.

Contract Margin means, in respect of a Transaction, the rate specified as the Contract Margin in the related Confirmation.

Contract Rate means, in respect of a Transaction, the rate specified as the Contract Rate in the related Confirmation, expressed as the amount of units of the Foreign Currency ISO Code currency per one unit of Against currency.

Cut-off Time means, in respect of a Transaction, the time and date specified as the Cut-off Time in the related Confirmation.

Foreign Currency ISO Code means, in respect of a Transaction, the currency specified as such in the related Confirmation. This is the currency in which the relevant Contract Amount is expressed/denominated.

Market Foreign Exchange Rate means, in respect of a Transaction, the currency exchange rate in respect of the Against currency and Foreign Currency ISO Code currency for delivery on the Maturity Date determined by us acting in good faith and a commercially reasonable manner after taking into account our costs and profit margin, expressed as the amount of units the Foreign Currency ISO Code currency per one unit of Against currency.

Maturity Date means, in respect of a Transaction, the date specified as the Maturity Date in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

Purchase Transaction means a Transaction where we agree to purchase the Contract Amount from you on the Maturity Date, and the related Confirmation specifies that “*Westpac confirms Purchase from you*”.

Sale Transaction means a Transaction where you agree to purchase the Contract Amount from us on the Maturity Date, and the related Confirmation specifies that “*Westpac confirms Sale to you*”.

Trade Date means, in respect of a Transaction, the date specified as the Trade Date in the related Confirmation, which date is the day on which the parties enter into the Transaction.

6.2 Terms

(a) Settlement

- (i) In respect of a Purchase Transaction, if, at the Cut-off Time specified in the related Confirmation, the Market Foreign Exchange Rate is:
 - (A) equal to or greater than or above the Contract Rate (as determined by us), then on the Maturity Date you will sell to us the Contract Amount and purchase from us an equivalent amount (as determined by us) of the Against currency at the Contract Rate adjusted for the Contract Margin; or
 - (B) below or less than the Contract Rate (as determined by us), then on the Maturity Date you will sell to us the Contract Amount and purchase from us an equivalent amount (as determined by us) of the Against currency at the Market Foreign Exchange Rate, adjusted for the Contract Margin.
- (ii) In respect of a Sale Transaction, if, at the Cut-off Time specified in the related Confirmation, the Market Foreign Exchange Rate is:
 - (A) equal to or less than or below the Contract Rate (as determined by us), then on the Maturity Date you will purchase from us the Contract Amount and sell to us an equivalent amount (as determined by us) of the Against currency at the Contract Rate adjusted for the Contract Margin; or
 - (B) above or greater than the Contract Rate (as determined by us), then on the Maturity Date you will purchase from us the Contract Amount and sell to us an equivalent amount (as determined by us) of the Against currency at the Market Foreign Exchange Rate, adjusted for the Contract Margin.

(b) Early Termination

- (i) At any time on and from the Trade Date, up to but excluding the time specified in the definition of Cut-off Time you may request to terminate the Transaction in whole (an “**Early Termination Request**”). This request must be made by giving us notice (which may be given orally) provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (provided that if notice is given on the Maturity Date it may only be given between 9am (Sydney time) and the time specified in the definition of Cut-off Time on such day). Any notice given after 5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.
- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of any indicative amounts which would be payable by you or us as a result of any such early termination in accordance with the procedures for calculation set out in clause 7.3 of the Master Agreement.

- (iii) If we notify you of any indicative amounts payable as set out in (ii) above, you may notify us that you wish to effect the early termination on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (“**Early Termination Offer**”). If we determine, in our sole discretion, to accept such Early Termination Offer, we will notify you of the termination date of the Transaction, the due date for payment of any amounts payable between us and details for payment of any amount due to us.

7 Foreign Exchange Option

If the Transaction is a Foreign Exchange Option where we are the seller of option and you are the buyer of the option, then the provisions of this Section 7 – Foreign Exchange Option will apply.

7.1 Definitions

In addition to any other terms defined elsewhere in this Section 7, Appendix A or in the Master Agreement, the following terms have the following meanings:

Business Day means, for the purposes of:

- (a) the definition of Settlement Date, Premium Payment Date and Premium Settlement Date (as applicable) in respect of a Transaction, a day on which both of the following are satisfied: (i) commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in Sydney, Australia; and (ii) commercial banks effect delivery of the currencies to be delivered in respect of such Transaction on such Settlement Date, Premium Payment Date or Premium Settlement Date, respectively, in accordance with the market practice of the foreign exchange market in Sydney, Australia and the Principal Financial Centre(s) of such currency(ies) (as set out in Appendix A); and
- (b) the definition of Exercise Period and Exercise Date (as applicable) in respect of a Transaction, a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in Sydney, Australia; and
- (c) any other provision of these terms which apply in respect of a Transaction, a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in Sydney, Australia.

Call Currency means, in respect of a Transaction, the currency specified as the Call Currency in the related Confirmation in the line item “*Call Currency and Amount*”.

Call Currency Amount means, in respect of a Transaction, the aggregate amount of Call Currency to be purchased upon exercise of the Transaction as specified in the related Confirmation in the line item “*Call Currency and Amount*”.

Currency Option Style means, in respect of a Transaction, the Currency Option Style specified in the related Confirmation.

Currency Pair means, in respect of a Transaction, the Call Currency and the Put Currency.

Early Termination Offer has the meaning given in Section 7.2(f)(iii) below.

Exercise Date means, in respect of a Transaction, the day during the Exercise Period on which the right granted to you pursuant to the Transaction is exercised or deemed to be exercised. This is the day on which a Notice of Exercise is effective in accordance with Section 7.2(d)(ii).

Exercise Period means:

- (a) in respect of a Transaction which has a Currency Option Style which is American, all Business Days in the period from, and including the Trade

Date or Deal Date (as applicable) to, and including, the Expiration Date between 9:00am (Sydney time) and either (a) on any day other than the Expiration Date 5:00pm (Sydney time) or (b) on the Expiration Date the Expiration Time; or

- (b) in respect of a Transaction which has a Currency Option Style which is European, the Expiration Date between 9:00am (Sydney time) and the Expiration Time.

Expiration Date means, in respect of a Transaction, the date specified as the Expiration Date in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

Expiration Time means, in respect of a Transaction, the time specified as the Expiration Time in the related Confirmation.

Notice of Exercise has the meaning given in Section 7.2(d)(i) below.

Premium means, in respect of a Transaction, the amount specified as the “Premium” or otherwise determined in accordance with the related Confirmation.

Premium Payment Date means, in respect of a Transaction, the date specified as the Premium Payment Date in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

Put Currency means, in respect of a Transaction, the currency specified as the Put Currency in the related Confirmation in the line item “*Put Currency and Amount*”.

Put Currency Amount means, in respect of a Transaction, the aggregate amount of Put Currency to be sold upon exercise of the Transaction as specified in the related Confirmation in the line item “*Put Currency and Amount*”.

Settlement Date means, in respect of a Transaction, the date specified as the Settlement Date in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

Strike Price means, in respect of a Transaction, the currency exchange rate specified as the Strike Price in the related Confirmation. This is the currency exchange rate at which the Currency Pair will be exchanged upon the exercise of the right granted pursuant to the Transaction.

Trade Date means, in respect of a Transaction, the date specified as the Trade Date in the related Confirmation. This is the date on which the parties enter into the Transaction.

Termination Date means, in respect of an early termination of the Transaction in accordance with Section 7.2(f) below, the Termination Date of the Transaction as specified in the related Confirmation documenting the termination following acceptance by us of an Early Termination Offer.

Termination Premium means, in respect of an early termination of the Transaction in accordance with Section 7.2(f) below, the amount specified as the “Termination Premium” or otherwise determined in accordance with the related Confirmation documenting the termination following acceptance by us of an Early Termination Offer.

Termination Premium Payer means, in respect of an early termination of the Transaction in accordance with Section 7.2(f) below, the party specified in the related Confirmation documenting the termination following acceptance by us of an Early Termination Offer.

Termination Premium Payment Date means, in respect of an early termination of the Transaction in accordance with Section 7.2(f) below, the date specified as the Termination Premium Payment Date in the related Confirmation documenting the termination following acceptance by us of an Early Termination Offer, subject to adjustment in accordance with the Following Business Day Convention.

7.2 Terms

(a) Currency Option Style

The Confirmation for a Transaction will specify whether the Currency Option Style for the Transaction is American or European.

“American” means a style of Transaction pursuant to which the right granted are exercisable on any day during the Exercise Period.

“European” means a style of Transaction pursuant to which the right or rights granted are exercisable only on the Expiration Date.

(b) Currency Option Type

The Confirmation for a Transaction will specify the Currency Pair to be paid if the Transaction is exercised and will specify the Currency Option Type for each currency which may be either Put or Call.

“Call” means that you, as the buyer of the option, are entitled, if the Transaction is exercised, to buy from us the Call Currency Amount at the Strike Price.

“Put” means that you, as the buyer of the option, are entitled, if the Transaction is exercised, to sell us the Put Currency Amount at the Strike Price.

(c) Premium

On the Premium Payment Date or Premium Settlement Date (as applicable) for a Transaction, the Premium is payable by you to us.

(d) Exercise

(i) *Delivery of a Notice of Exercise*

You may exercise the right granted to you pursuant to a Transaction only by giving us an irrevocable notice during the Exercise Period prior to or at the Expiration Time on the Expiration Date (which notice may be given orally) of your exercise of the right or rights granted pursuant to the Transaction (such notice a **“Notice of Exercise”**).

If a Notice of Exercise is given in respect of the Transaction both the Put and Call elements of the Transaction will be exercised and the Transaction, if exercised, will be exercised in whole unless otherwise agreed with us in advance.

If a Notice of Exercise has not been received by us prior to or at the Expiration Time on the Expiration Date, the right or rights granted pursuant to the Transaction will expire and become void and of no effect.

(ii) *Effectiveness of a Notice of Exercise*

A Notice of Exercise is effective in respect of a Transaction:

- (A) in the case of an American Option Style either:
 - (aa) if received by us at or prior to the Expiration Time on a Business Day, upon receipt of such notice by us on that Business Day; or
 - (ab) if received after the Expiration Time on a Business Day, at 9:00am (Sydney time) on the next following Business Day, if any, in the Exercise Period, provided that we may, in our sole discretion, determine to accept any Notice of Exercise received by us after the Expiration Time on a Business Day; or
- (B) in the case of a European Option Style, if received by us at or prior to the Expiration Time on the Expiration Date, on the receipt of such notice by us on that Expiration Date.

(e) **Settlement**

In respect of an Exercise Date under a Transaction, on the corresponding Settlement Date, as applicable:

- (i) you will pay us the Put Currency Amount specified in the related Confirmation; and
- (ii) we will pay you the Call Currency Amount specified in the related Confirmation.

(f) **Early Termination**

- (i) At any time on and from the Trade Date, up to but excluding the Expiration Date and only if you have not delivered a Notice of Exercise, you may request to terminate the Transaction in whole (an “**Early Termination Request**”). This request must be made by giving us notice, (which may be given orally) provided between 9am and 5pm (Sydney time) on a Business Day in Sydney (provided that if notice is given on the Expiration Date it may only be given between 9am (Sydney time) and the Expiration Time). Any notice given after 5pm (Sydney time) on a Business Day is taken to be given the next Business Day, unless we choose, in our sole discretion, to accept any notice provided after 5pm (Sydney time) at the time it is received.
- (ii) Following receipt of such notice we will determine, in our sole discretion, whether to notify you of any indicative Termination Premium calculated in our sole discretion which would be payable by you or us as a result of such early termination. If we notify you of any indicative Termination Premium we will also notify you of the indicative Termination Premium Payer and Termination Premium Payment Date.
- (iii) If we notify you of any indicative Termination Premium, Termination Premium Payer and Termination Premium Payment Date as set out in (ii) above, you may notify us that you wish to effect the early termination on the indicative terms provided, by giving us notice, which may be oral notice provided between 9am and 5pm (Sydney time) on a Business Day in Sydney

(“**Early Termination Offer**”). If we determine, in our sole discretion, to accept such Early Termination Offer, we will notify you of the Termination Date, Termination Premium, Termination Premium Payer and Termination Premium Payment Date and will provide you with a Confirmation setting out the terms of the early termination.

Appendix A - Currencies

1 Currency definitions

The following terms have the following meanings:

AED. “AED” and “Emirati Dirham” each mean the lawful currency of the United Arab Emirates.

AUD. “AUD”, “Australian Dollar” and “A\$” each mean the lawful currency of the Commonwealth of Australia.

BND. “BND”, “Brunei Dollar” and “B\$” each mean the lawful currency of the Sultanate of Brunei.

CAD. “CAD”, “Canadian Dollar” and “C\$” each mean the lawful currency of Canada.

CHF. “CHF”, “Swiss Franc” and “Sfr” each mean the lawful currency of Switzerland.

CNH. If the currency of an amount is marked “CNH”, this means the corresponding amount is payable in CNY and settled solely by transfer to a Renminbi bank account maintained in accordance with applicable laws and regulations in Hong Kong.

CNY. “CNY”, “Chinese Renminbi”, “Chinese Yuan” and “RMB” each mean the lawful currency of the People’s Republic of China.

DKK. “DKK”, “Danish Krone” and “Dkr” each mean the lawful currency of the Kingdom of Denmark.

EUR. “EUR”, “Euro”, “euro” and “€” each mean the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992), the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997) and the Treaty of Nice (signed in Nice on February 26, 2001) (“EC Treaty”).

FJD. “FJD”, “Fijian Dollar” and “FJ\$” each mean the lawful currency of the Fiji Islands.

GBP. “GBP”, “Sterling”, “Pound Sterling”, “STG” and “£” each mean the lawful currency of the United Kingdom.

HKD. “HKD”, “Hong Kong Dollar” and “HK\$” each mean the lawful currency of the Hong Kong Special Administrative Region of the People’s Republic of China.

INR. “INR” and “Indian Rupee” each mean the lawful currency of the Republic of India.

JPY. “JPY”, “Japanese Yen”, “Yen” and “¥” each mean the lawful currency of Japan.

LKR. “LKR” and “Sri Lankan Rupee” each mean the lawful currency of the Democratic Socialist Republic of Sri Lanka.

NOK. “NOK”, “Norwegian Krone” and “Nkr” each mean the lawful currency of the Kingdom of Norway.

NZD. “NZD”, “New Zealand Dollar” and “NZ\$” each mean the lawful currency of New Zealand.

PGK. “PGK” and “Papua New Guinean Kina” each mean the lawful currency of Papua New Guinea.

PHP. “PHP” and “Philippine Peso” each mean the lawful currency of the Republic of the Philippines.

PKR. “PKR” and “Pakistani Rupee” each mean the lawful currency of the Islamic Republic of Pakistan.

SAR. “SAR”, “Saudi Arabian Riyal”, “Saudi Arabian Rial” and “Saudi Riyal” each mean the lawful currency of the Kingdom of Saudi Arabia.

SBD. “SBD”, “Solomon Islands Dollar” and “SI\$” each mean the lawful currency of Solomon Islands.

SEK. “SEK”, “Swedish Krona” and “Skr” each mean the lawful currency of the Kingdom of Sweden.

SGD. “SGD”, “Singapore Dollar” and “S\$” each mean the lawful currency of the Republic of Singapore.

THB. “THB” and “Thai Baht” each mean the lawful currency of the kingdom of Thailand.

TOP. “TOP”, “Tongan pa’anga” and “T\$” each mean the lawful currency of Tonga.

USD. “USD”, “U.S. Dollar”, “Dollar”, “U.S.\$” and “\$” each mean the lawful currency of the United States of America.

VUV. “VUV” and “Vanuatu vatu” each mean the lawful currency of Vanuatu.

WST. “WST”, “Samoa Tala” and “WS\$” each mean the lawful currency of Samoa.

ZAR. “ZAR”, “South African Rand”, “Rand” and “R” each mean the lawful currency of the Republic of South Africa.

2 Principal Financial Centres

Unless otherwise specified in a Confirmation for a Transaction, the Principal Financial Centre with respect to each currency defined in Section 1 above is the centre or centres specified below with respect to such currency:

Currency	Principal Financial Centre(s)
AED	Abu Dhabi
AUD	Sydney and Melbourne
BND	Bendar Seri Beagawan
CAD	Toronto
CHF	Zurich

CNH	Hong Kong SAR
CNY	Beijing
DKK	Copenhagen
EUR	TARGET Settlement Date where “TARGET Settlement Date” means any day on which TARGET2 (the Trans-European Automated Real-time Gross Settlement Express Transfer system) (or any successor transfer system) is open for the settlement of payments in Euro.
FJD	Suva
GBP	London
HKD	Hong Kong
INR	Mumbai
JPY	Tokyo
LKR	Colombo
NOK	Oslo
NZD	Wellington and Auckland
PGK	Port Moresby
PHP	Manila
PKR	Karachi
SAR	Riyadh
SBD	Honiara
SEK	Stockholm
SGD	Singapore
THB	Bangkok
TOP	Nuku'alofa
USD	New York
VUV	Port Villa
WST	Apia

ZAR	Johannesburg
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