

Foreign Exchange Knock-Out Call Option

Supplementary Product Disclosure Statement

28 September 2009

This Supplementary Product Disclosure Statement ('SPDS') is dated 28 September 2009 and is issued by Westpac Banking Corporation (ABN 33 007 457 141 AFSL No. 233714). It supplements the Foreign Exchange Knock-Out Call Option Product Disclosure Statement dated 9 February 2004 ('Original PDS'). This SPDS should be read with the Original PDS – together they make up the Product Disclosure Statement ('PDS'). In particular, terms defined in the Original PDS have the same meaning in the SPDS, unless the context requires otherwise. For further information, please contact the relevant state dealing desk using the contact details listed below or visit www.westpac.com.au

From 28 September 2009 we have made the changes set out below to the Original PDS.

This SPDS amends the Original PDS by replacing the text in certain sections of the Original PDS as set out in the table below:

Relevant page number of the Original PDS	Relevant section title of the Original PDS	Replacement text
10	Dispute resolution	<p>The following text replaces the text under the section titled "Dispute resolution":</p> <p>"Getting your complaint heard</p> <p>Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.</p> <p>We've put in place ways of dealing with your issues quickly and fairly.</p> <p>Please talk to us first</p> <p>We aim to resolve your complaint at your first point of contact with us in a timeframe agreed with you. This is our 'Ask Once' promise. So please raise your complaint with any of the people handling your banking. Alternatively, you can contact us by phone or in writing using the details listed at the back of this PDS.</p> <p>What to do if you are still unhappy</p> <p>If we haven't been able to deal with your issues to your satisfaction, there are a number of other bodies you can go to. Our external dispute resolution provider is the Financial Ombudsman Service, our membership number is 10999 and the contact details are:</p> <p>Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001 Phone 1300 780 808 Fax: (03) 9613 6399 Internet: www.fos.org.au Email: info@fos.org.au</p> <p>You can also contact the Australian Securities & Investments Commission (ASIC) to make a complaint and to obtain further information about your rights. They have a freecall Infoline on 1300 300 630 and e-mail contact address at infoline@asic.gov.au"</p>
12	Westpac Banking Corporation contact details	<p>The following text replaces the text under the section titled "Westpac Banking Corporation contact details":</p> <p>"Queensland and Northern Territory:</p> <p>Level 14, 260 Queen Street Brisbane QLD 4000 Telephone (07) 3227 2155</p>

		<p>Western Australia:</p> <p>Level 16, 109 St Georges Terrace Perth WA 6000 Telephone (08) 9426 2522</p> <p>New South Wales and ACT:</p> <p>Level 2, 275 Kent Street Sydney NSW 2000 Telephone (02) 8204 2822</p> <p>Victoria, South Australia and Tasmania:</p> <p>Level 9, 360 Collins Street Melbourne VIC 3000 Telephone (03) 9608 3950"</p>
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This SPDS amends the Original PDS by adding a new section to the Original PDS as set out in the table below:

Relevant page number of the Original PDS	New section title added to the Original PDS	New text added to the Original PDS
11	Anti-Money Laundering	<p>After the section titled "Dispute resolution" a new section titled "Anti-Money Laundering" is added. The following text is added to the new "Anti-Money Laundering" section:</p> <p>"Please be advised that in order for Westpac to meet its regulatory and compliance obligations relating to anti-money laundering and counter terrorism financing, we will be increasing the levels of control and monitoring we perform.</p> <p>You should be aware that:</p> <ul style="list-style-type: none"> • transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach Australian law or the law of any other country; • where legally obliged to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies. <p>Upon entering into any Foreign Exchange Knock-Out Call Option with Westpac, you agree:</p> <ul style="list-style-type: none"> • you are not and will not enter into any agreement with Westpac under an assumed name; • any funds used by you to enter into an agreement with Westpac have not been derived from or related to any criminal activities; • any payments received from Westpac will not be used in relation to any criminal activities; • if we ask, you will provide us with additional information we reasonably require from you; and • we may obtain information about you or any beneficial owner of an interest in an agreement with Westpac from third parties if we believe this is necessary to comply."

Foreign Exchange Knock-Out Call Option

Product Disclosure Statement

This Product Disclosure Statement relates to Foreign Exchange Knock-Out Call Options.

Issuer

Westpac Banking Corporation ABN 33 007 457 141

Australian Financial Services Licence Number: 233714



Institutional Bank

A division of Westpac Banking Corporation ABN 33 007 457 141

Foreign Exchange Knock-Out Call Option

Product Disclosure Statement

A Product Disclosure Statement is an information document. The purpose of a Product Disclosure Statement is to provide you with enough information to allow you to make an informed decision about a product's suitability for your needs. A Product Disclosure Statement is also a tool for comparing the features of other products you may be considering. If you have any questions about this product, please contact us on any of the numbers listed at the back of this Product Disclosure Statement.

Important information

This Product Disclosure Statement is issued by Westpac Banking Corporation and is current as at 9th February 2004. The information in it is subject to change. Westpac will provide updated information by issuing a supplementary or replacement Product Disclosure Statement (if this were required, such as if the change were materially adverse to you) or by posting the information on our web site. You can get a paper copy of any updated information without charge by calling us.

This Product Disclosure Statement is intended for retail clients in Australia only. Distribution of it in jurisdictions outside Australia may be restricted by law and, persons who come into possession of it, who are not in Australia, should seek advice. If you are in Australia and have received it electronically, we will give you a paper copy on request, without charge. To obtain a copy, refer to the contact details listed on the back page of this Product Disclosure Statement.

The information set out in this document is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this, you should, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs. By providing this Product Disclosure Statement, Westpac does not intend to provide financial advice or any financial recommendations. You should read and consider this Product Disclosure Statement, in its entirety, carefully and seek independent expert advice before making a decision about whether or not this product is suitable for you.

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Institutional Bank

Foreign Exchange Knock-Out Call Option

Issuer

Westpac Banking Corporation (**Westpac, we or us**).

Purpose

What is a Foreign Exchange Knock-Out Call Option?

You may use a Foreign Exchange Knock-Out Call Option (**KO Call Option**) if you need to exchange one currency for another in the future.

What is a Knock-Out Call Option used for?

A KO Call Option helps you to protect yourself against unfavourable movements in the value of the currency you are to exchange. At the same time it will help you maintain the ability to participate in any favourable movements in that currency.

Unlike the standard Call Option, the KO Call Option possesses an additional structural feature termed a knock-out level. If triggered, this causes the KO Call Option to terminate immediately.

This knock-out feature differentiates the KO Call Option from a standard option with similar terms. For this reason, the KO Call Option can usually be bought at a considerably lower cost.

Suitability

Do I have sufficient knowledge about this product?

A KO Call Option may be suitable for you if you have a good understanding of foreign exchange markets and the way that option products work. In particular, the knock-out feature of the KO Call Option requires special attention as it does not completely eliminate exposure to movements in exchange rates.

If you are not confident about your understanding of these things, this product may not be suitable for you and we strongly suggest you seek independent advice before making a decision about this product.

Description

What does a Foreign Exchange Knock-Out Call Option do?

A KO Call Option is an agreement between the buyer (you) and the seller of the KO Call Option (Westpac). As the buyer, you obtain the right, but not the obligation, to buy an agreed amount of currency with another currency at an agreed price. This price is agreed at the time you enter into the contract (the **strike price**). The KO Call Option is structured so that you can exercise the option on a specified future date (the **expiry date**), provided that the pre-determined knock-out level has not been reached at any time during the life of the option.

The two currencies in the KO Call Option are referred to as the currency pair. The currency pair must be acceptable to Westpac. Please ask for further details.

Appropriate usage

A KO Call Option is most appropriate when you require relatively inexpensive protection and where there is a well defined contingency plan if knock-out occurs.

What variables can I nominate?

You may nominate the strike price, the expiry date, the currency pair and amount, and the knock-out level. They are tailored and fixed from the outset according to your needs. The nominations you make will affect the amount of the premium payable.

European style only

KO Call Options are European style options. This means that the option can only be exercised on the expiry date, provided it has not been terminated earlier due to a knock-out.

When can knock-out occur?

A KO Call Option will immediately lapse if the exchange rate for the currency pair trades at or beyond the nominated knock-out level. This may occur *at any time* before the cut-off time on the expiry date and on any global inter-bank foreign exchange market. We will monitor the relevant foreign exchange markets to determine whether or not this occurs. We will advise you as soon as practicable if it does.

The cut-off time will be specified in the confirmation that outlines the commercial terms of the transaction.

What happens if my KO Call Option has been knocked-out before option expiry?

If knock-out occurs and the KO Call Option is terminated, you will again be exposed to currency exchange movements and will need to consider your position. For example you may choose to:

- cover your underlying exposure in the spot or forward foreign exchange markets
- enter into a new option; or
- do nothing and remain exposed to movements in exchange rates

What happens at expiry if my KO Call Option has not been knocked-out?

Where the knock-out level has not been reached during the term of the option, there are two possibilities on the expiry date:

1. If the currency pair exchange rate is less favourable to you than the strike price, it is better for you to exercise your KO Call Option. On exercise, you must exchange currencies at the strike price two business days after the expiry date.
2. If the currency pair exchange rate is more favourable to you than the strike price, you will let the KO Call Option lapse. That is because the current market rate of exchange for the currency pair would provide a better rate for exchanging your currency than the strike price. It is better for you to exchange your nominated currency at current market rates.

Cost of product

Option premium

What do I pay?

In return for Westpac selling you a KO Call Option, you pay Westpac a non-refundable option premium. We calculate the premium on a transaction by transaction basis. We will advise you of the premium to be paid for your KO Call Option before entering into the transaction.

What important factors affect the premium at any point of time?

To calculate the premium, we take several factors into account:

- the strike price
- the knock-out level
- the expiry date
- current market exchange rates
- volatility of the underlying currency at that time, and
- prevailing interest rates of the countries whose currencies are being exchanged

When do I pay this premium?

The premium can be paid in either Australian dollars or in one of the currencies in the currency pair. Premiums are generally payable within two business days of entering into the transaction.

Can the premium be paid in instalments?

With Westpac's approval, premiums can be amortised over the term of the KO Call Option. This may incur extra costs. The full amount of an amortised KO Call Option premium is always payable, even in the case of early termination. You must apply to amortise any premium before entering into the transaction or where knock-out occurs. The premium cannot be amortised over a period greater than the KO Call Option.

Advantages/benefits

Advantages/benefits

- Unless knocked-out, a KO Call Option provides protection against adverse movements in the currency pair exchange rate for the term of the option.
- A KO Call Option is usually considerably cheaper than a standard Call Option.
- KO Call Options are flexible. The strike price, the expiry date, the knock-out level and amount can be tailored to suit your needs.
- KO Call Options can be terminated before their expiry date (however, there may be costs in doing so - see Early termination section for details).
- You know how much premium you must pay when you enter the KO Call Option. There are no other fees.
- There is no commitment/obligation to exchange currencies.

Disadvantages/risks

Disadvantages/risks

- If a knock-out event occurs, you will lose the protection of the option and again be exposed to movements in exchange rates.
- The premium is not refundable. This applies even when the KO Call Option is knocked-out or terminated early. There is no cooling off period.

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- The KO Call Option requires a more proactive approach in managing your underlying exposure because of the possibility of a knock-out event occurring.
 - Depending on prevailing market rates, the total cost of the transaction, (the premium plus your ultimate currency exchange costs), might be higher than if you had not entered into the KO Call Option.
 - Should you wish to sell the option back to Westpac, movements in market rates and the passage of time may result in your option having a reduced value or even no value.
 - In the event of a knock-out, additional costs may be incurred if you seek further protection up to the expiry date.
 - We generally have performance obligations under all the financial markets products we enter into. Customers depend on us to perform our obligations. Our ability to do so is linked to our financial wellbeing. This type of risk is commonly referred to as **credit or counterparty risk**. As we are a regulated Australian bank, the risk of us failing to perform is very low.

Settlement

Settlement

Exercise and settlement can only take place if the KO Call Option has not been knocked out.

If you elect to exercise your KO Call Option, settlement will occur on the value date that is two business days after the exercise date. On this date, you will be required to deliver your currency to Westpac. You can provide foreign currency either by telegraphic transfer or by transferring funds from a foreign currency account/deposit. You must provide Australian dollars in clear funds. When we receive the funds, we will deposit any payments to a Westpac bank account (in your name) denominated in the relevant currency. Alternative arrangements can be made with Westpac's agreement.

Notification responsibility?

As the buyer of the KO Call Option, it is your responsibility to inform Westpac before expiry whether or not you intend to exercise the option.

Early termination

Can I terminate the Call Option before expiry?

If knock-out has not occurred, you may ask us to terminate the KO Call Option at any time up to the expiry date. Westpac will then provide you with a quote for cancelling the option.

What will be the value of the option on early termination?

Our quote will incorporate the same variables (strike price, currency, amount and expiry date) used when pricing the original option. These will be adjusted for prevailing market rates over the remaining term of the option.

We will also need to consider the cost of reversing or offsetting your original transaction. When doing this, Westpac takes into account the current market rates that apply to any such offsetting transactions.

What happens if I accept?

If you accept the quote, the KO Call Option will be cancelled. You should appreciate that you may lose money as a result of early termination.

Documentation

Documentation

The documentation required for all option transactions will be either:

- a standard set of Westpac terms and conditions that will apply to all option transactions that you enter into with us; or
- an industry standard master dealing agreement that will apply to all option transactions that you enter into with us. That agreement can also be used to cover dealings in other types of derivative products. You will need to sign and return this agreement

We will advise you which of these we require, based on what is most suitable for you.

Each of the above documents governs the dealing relationship between you and us and sets out the terms and conditions that apply to all transactions that we enter into with you. In particular, they document the situations where those transactions can be terminated and the way the amount to be paid following termination is calculated.

You can ask for copies of these documents and we strongly recommend that you fully consider their terms before entering into any transaction. You should obtain independent advice if you do not understand any aspect of the documents.

Confirmation

Shortly after entering into a KO Call Option, Westpac will send you a confirmation outlining the commercial terms of the transaction. You will need to sign this confirmation and return it to Westpac.

Warning

It is extremely important that you check the confirmation to make sure that it accurately records the terms of the transaction. In the case of a discrepancy, you will need to raise the matter with your Westpac representative as a matter of urgency.

Example

Example

The examples below are indicative only and use rates and figures we have selected to demonstrate how the product works. In order to assess the merits of any particular option, you would need to use the actual rates and figures quoted to you at the time. In addition, the examples do not take into account any funding costs associated with the payment of the premium, that is borrowing costs (where the premium has been borrowed), or forgone interest entitlements.

Note that the calculations below include rounding of decimal places.

Scenario

Assume you are an Australian based exporter who will receive payment of 100,000 United States dollars (USD) in 3 months' time. At that time you will need to convert the USD into Australian dollars (AUD). Assume the current AUD/USD exchange rate is 0.6450.

If I do nothing, what exchange rate risks do I face?

If you do nothing, the amount of AUD you will receive in 3 months' time for your underlying exposure will depend on the exchange rate at that particular time. If the AUD goes up, the USD will become less valuable and, as a consequence, you will receive less AUD when it comes time to exchange your USD. Assume in this example that the AUD/USD exchange rate rises to 0.6600, then you will receive:

$$\text{AUD } 151,515.15 \quad (= \text{USD } 100,000 / 0.6600)$$

If the AUD goes down, the opposite occurs and you receive more AUD when you exchange your USD. Assume the AUD/USD exchange rate falls to 0.6300, then you will receive:

$$\text{AUD } 158,730.16 \quad (= \text{USD } 100,000 / 0.6300)$$

How will the KO Call Option change this?

If, for example, you purchase a KO Call option with a strike price of 0.6550 and a knock-out level of 0.6900, you have the right to convert your USD at the strike price on the expiry date providing that the knock-out level has not been reached. Assume the option premium cost is AUD 3,000.

... no knock-out occurs

If during the life of the option the knock-out level has not been triggered and the AUD/USD exchange rate **goes up**, then on the expiry date you would exercise your KO Call Option and receive:

$$\text{AUD } 152,671.76 \quad (= \text{USD } 100,000 / 0.6550)$$

This, however, is not the overall cost of the transaction as the AUD 3,000 premium paid for the option must be taken into account. Adjusted for the option premium, your net proceeds will be:

$$\text{AUD } 149,671.76 \quad (= \text{AUD } 152,671.76 - \text{AUD } 3,000)$$

which equates to an effective exchange rate of:

$$0.6681 \quad (= \text{USD } 100,000 / \text{AUD } 149,671.76)$$

If however the AUD/USD exchange rate **goes down** (for example, to 0.6200), below the strike price of 0.6550, you will allow the option to lapse and convert your USD 100,000 into AUD at the prevailing market exchange rate (0.6200). You will receive proceeds of:

$$\text{AUD } 161,290.32 \quad (= \text{USD } 100,000 / 0.6200)$$

and adjusted for the cost of the option:

$$\text{AUD } 158,290.32 \quad (= \text{AUD } 161,290.32 - 3,000)$$

This equates to an effective exchange rate of:

$$0.6318 \quad (= \text{USD } 100,000 / \text{AUD } 158,290.32)$$

...there is a knock-out

If the AUD/USD exchange rate trades at or above 0.6900 (the knock-out level) before the option expires, the option automatically ceases to exist, leaving you without cover. At this point you can enter into a spot or forward foreign exchange transaction, select new option cover, or simply do nothing.

Assume in the example above that the AUD trades at 0.6905 and the knock-out level has been triggered. Assume also that you have instructed your Westpac representative to exchange your underlying exposure at exactly the same time and level that knock-out occurs. You will receive:

$$\text{AUD } 144,822.59 \quad (= \text{USD } 100,000 / 0.6905)$$

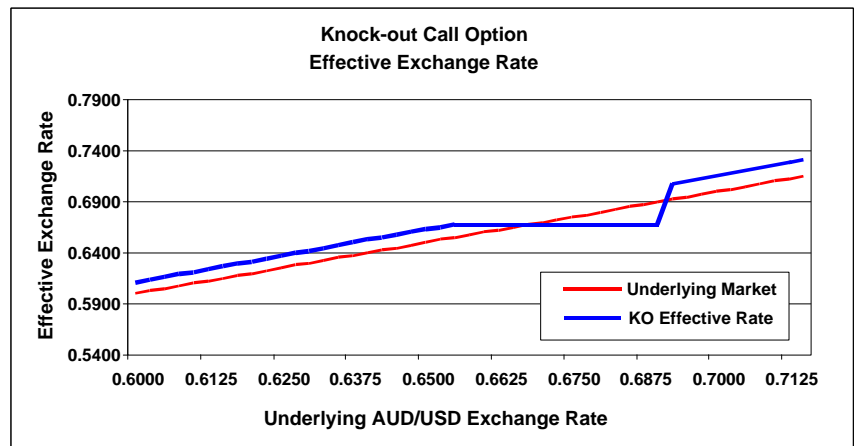
and adjusted for the cost of the option:

$$\text{AUD } 141,822.59 \quad (= \text{USD } 144,822.59 - \text{AUD } 3,000)$$

This equates to an effective exchange rate of:

$$0.7051 \quad (= \text{USD } 100,000 / \text{AUD } 141,822.59)$$

Based on the example, the graph below charts the impact of a knock-out on the protection provided by the option. As can be seen, protection is lost when knock-out occurs. Should the market rise above 0.6900, then the option lapses, leaving you exposed to movements in exchange rates.



At what point am I better off with a KO Call Option compared to doing nothing?

If knock-out has not occurred, at expiry date you will always be better off when the prevailing exchange rate is lower than the effective exchange rate. When this occurs, the amount of AUD you would receive is greater than the amount of AUD you would have received if you had not entered into a KO Call Option.

However, should the AUD rise, then the KO Call Option will protect you against this rise until the knock-out level is reached. This is because you will be able to purchase your AUD at the strike rate, which is lower than the prevailing market price, until the knock-out level is reached.

At what point am I worse off with a KO Call Option compared to doing nothing?

If the prevailing exchange rate is any higher than the effective exchange rate you are worse off. However, the KO Call Option will provide you with a maximum effective exchange rate at which you will be able to purchase your AUD provided the knock-out level is not reached. As the AUD continues to rise you are protected until the knock-out level is reached.

Taxation

Taxation

Taxation law is complex and its application will depend on a person's individual circumstances. When determining whether or not this product is suitable for you, you should consider the impact it will have on your own taxation position and seek professional advice on the tax implications it may have for you.

Telephone conversations

Telephone conversations

The terms of a KO Call Option are usually agreed verbally over the telephone. Once we have reached an agreement, both you and Westpac are bound by the terms of the KO Call Option.

Conversations with our dealing room and settlement departments are taped. This is standard market practice. We do this to make sure that we have complete records of the details of all transactions. Taped conversations are retained for a limited period and are usually used where there is a dispute and for staff monitoring purposes.

You will need to advise our dealer if you do not wish to be recorded. However, we will not enter into any transaction over the telephone unless the conversation is recorded.

Factors that may influence our advice

Factors that may influence our advice

This document has been designed to help you choose the right product for your needs. When you ask for a recommendation, please be assured that our staff members will always explain your choices and suggest a suitable product.

Sometimes our staff may be eligible for incentives, including cash incentives, for achieving or exceeding sales targets.

Code of Banking Practice compliance

Code of Banking Practice compliance

The Code of Banking Practice is a voluntary code for banks dealing with individuals and small businesses. Its purpose is to set standards of good banking practice for banks to follow when dealing with these customers. Copies of the Code are available on request.

If you are a retail client, each relevant provision of the Code will apply to this product from the date we adopt that provision. If you would like to discuss whether or not the Code will apply to you, please contact Westpac on the numbers set out at the back of this document.

Privacy and confidentiality compliance

Privacy and confidentiality compliance

Westpac's Privacy Policy explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy Policy by:

- calling Telephone Banking (on 132 032)
- contacting any of our branches
- visiting our web site at www.westpac.com.au

In addition to Westpac's duties under legislation, it has a general duty of confidentiality towards you, except:

- when disclosure is compelled by law
- where there is a duty to the public to disclose
- where the interests of Westpac require disclosure
- where disclosure is made with your express or implied consent

Dispute resolution

Dispute resolution

Problem resolution is a priority for us. We have established complaint resolution procedures that aim to deal with complaints quickly and fairly. Our complaint handling procedures are in accordance with the Australian Standard on Complaints Handling. This service is free and covers verbal and written complaints.

If you have a complaint about this product, its operation or the service that we are providing, please contact us. Your first point of contact should be your Westpac representative.

We will aim to resolve the matter when you first contact us. If we cannot resolve your issue there and then, we will commit to taking the following steps:

- Step 1 - Let you know who is handling the complaint.
- Step 2 - Keep you informed of what is happening.
- Step 3 - Aim to resolve your complaint within 5 working days.

Once your complaint has been resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

If you feel your complaint has not been properly handled or resolved, we invite you to contact our Customer Advocate on 1300 301 977 for a further review. The Customer Advocate's role is to understand and represent your interests within Westpac and help us ensure you have the best possible experience.

If you remain dissatisfied with the outcome, you can refer your complaint to either of the external organisations listed below.

The Finance Industry Complaints Service Limited
PO Box 579
Collins Street West
Melbourne VIC 8007
Phone 1300 780 808
Fax: +61 3 9621 2291
Internet: <http://www.fics.asn.au/>

Australian Banking and Financial Services Ombudsman Ltd
GPO Box 3A
Melbourne VIC 3001
Phone 1300 780 808
Fax: +61 3 9613 7345
Internet: <http://www.abio.org.au>

The Australian Securities and Investments Commission also has a free call
Infoline on 1300 300 630. You can use this number to make a complaint and
to obtain further information about your rights.

**Westpac Banking
Corporation contact
details**

Queensland and Northern Territory:

Financial Markets
Queensland
Level 15 260 Queen Street
Brisbane QLD 4000
Telephone (07) 3227 2155

Western Australia:

Financial Markets
Western Australia
Level 14 109 St Georges Terrace
Perth WA 6000
Telephone (08) 9426 2522

New South Wales and ACT:

Financial Markets
New South Wales
Level 5 255 Elizabeth Street
Sydney NSW 2000
Telephone (02) 9284 8422

Victoria, South Australia and Tasmania:

Financial Markets
Victoria
Level 9 360 Collins Street
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Telephone (03) 9608 3950