

# Participating Forward Contract

## 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 Participating Forward Contract Product Disclosure Statement dated 14 August 2006 ('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 in the Original PDS or visit [www.westpac.com.au](http://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
12	<b>What to do if you have a problem or dispute</b>	<p>The following text replaces the text under the section titled "What to do if you have a problem or dispute":</p> <p><b>Getting your complaint heard</b></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><b>Please talk to us first</b></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><b>What to do if you are still unhappy</b></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: <a href="http://www.fos.org.au">www.fos.org.au</a>  Email: <a href="mailto:info@fos.org.au">info@fos.org.au</a></p> <p>You can also contact the Australian Securities &amp; 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 <a href="mailto:infoline@asic.gov.au">infoline@asic.gov.au</a></p>
13	<b>Financial Crimes Monitoring</b>	<p>The following text replaces the text under the section titled "Financial Crimes Monitoring":</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"> <li>• 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;</li> <li>• where legally obliged to do so, we may disclose the information gathered to regulatory</li> </ul>

		<p>and/or law enforcement agencies.</p> <p>Upon entering into any Participating Forward Contract with Westpac, you agree:</p> <ul style="list-style-type: none"><li>• you are not and will not enter into any agreement with Westpac under an assumed name;</li><li>• any funds used by you to enter into an agreement with Westpac have not been derived from or related to any criminal activities;</li><li>• any payments received from Westpac will not be used in relation to any criminal activities;</li><li>• if we ask, you will provide us with additional information we reasonably require from you; and</li><li>• 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.”</li></ul>
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# Participating Forward Contract

## Product Disclosure Statement

**Issued by:**

Westpac Banking Corporation ABN 33 007 457 141  
Australian Financial Services Licence Number: 233714  
Dated 14 August 2006



**Westpac**  
Institutional Bank

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## Important information about this Product Disclosure Statement (PDS)

A PDS is an information document. Its purpose is to provide you with enough information so that you can decide if the product will meet your needs. A PDS is also a tool for comparing the features of other products you may be considering.

This PDS relates to Participating Forward Contracts. A Participating Forward Contract is a sophisticated financial product requiring a good understanding of the way foreign exchange contracts and markets work. You should read and consider all sections of this PDS carefully before making a decision about the suitability of this product for you. You may also wish to obtain independent expert advice about this. If you have any questions about this product, please contact us on any of the numbers listed at the back of this PDS.

If you decide to enter into a Participating Forward Contract, you should keep a copy of this PDS and any associated documentation. You should also promptly tell us if at any time you experience any financial difficulty.

The information set out in this PDS is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this, you should consider its appropriateness having regard to your objectives, financial situation and needs. By providing this PDS, Westpac does not intend to provide financial advice or any financial recommendations.

The information in this PDS is subject to change. Westpac will provide updated information by issuing a supplementary or replacement PDS (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 PDS 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 PDS.

## Participating Forward Contract Summary

Overview	A PFC is a foreign exchange product designed to assist you in reducing your foreign exchange risk. It may help you to manage a currency risk you are exposed to.
Costs	There are no up-front out of pocket costs with a PFC. See “What are the costs?” on page 5.
Significant Benefits	A PFC provides protection against unfavourable exchange rate movements while giving you some ability to participate in any favourable exchange rate movements on a proportion of your contract amount. See “What are the significant benefits of a PFC?” on page 6.
Significant Disadvantages	You may not receive the full benefit of favourable exchange rate movements. See “What are the significant disadvantages of a PFC?” on page 6.  See also “What are the significant risks of a PFC?” on page 6.
Minimum Transaction Amount	Australian dollars 25,000 or the foreign currency equivalent.
Term	1 week to 2 years (longer terms may be available on request)
Early Termination	You can terminate a PFC early but there may be a cost to you if you do. See “Can I terminate a PFC before maturity?” on page 6.

## What is a Participating Forward Contract (PFC)?

A PFC is an agreement with Westpac that provides protection against unfavourable exchange rate movements by setting a contract rate at which you will exchange one currency for another. At the same time it provides you with some ability to participate in any favourable exchange rate movements on a pre-determined proportion of your contract amount.

A PFC may be useful in managing the currency risk associated with exporting or importing goods denominated in foreign currency, investing or borrowing overseas, repatriating profits, converting foreign currency denominated dividends, or settling other foreign currency contractual arrangements.

### How does a Participating Forward Contract work?

When you enter into a PFC, you nominate the contract amount and the two currencies to be exchanged. These currencies are known as the currency pair and must be acceptable to Westpac.

You will also nominate either a **contract rate** or a **participation ratio**. Westpac will determine the other one based on the one nominated by you. For example, if you set the contract rate Westpac will determine the participation ratio and vice versa. The **contract rate** will be your level of exchange rate protection while the **participation ratio** will be the proportion of your contract amount that can benefit from any favourable exchange rate movements that occur.

On the maturity date the possible outcomes under a PFC are:

- if the market foreign exchange rate is the same as or less favourable than the **contract rate** at the cut-off time, the full contract amount must be exchanged with Westpac at the contract rate;
- if the market foreign exchange rate is more favourable than the **contract rate** at the cut-off time, only part of the contract amount must be exchanged with Westpac at the contract rate. The amount to be exchanged is calculated by Westpac using the following formula:

(100% less the participation ratio) multiplied by the contract amount.

You can choose to exchange the remaining amount at the prevailing market foreign exchange rate if you wish to do so.

### How do we monitor the exchange rate?

We will monitor the relevant foreign exchange markets to determine your obligations as at the cut-off time on the maturity date. We will advise you of the outcome as soon as practicable.

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

### Are there any Westpac credit requirements before dealing?

Before entering into a PFC, Westpac will assess your financial position to determine whether or not your situation satisfies our normal credit requirements. This assessment is to determine your creditworthiness: we do not consider the suitability of this product for you as part of this process. Westpac will advise you of the outcome of its review as soon as possible.

If your application is successful, you will need to sign Westpac's standard finance documentation. This documentation sets out the terms of the credit approval and other matters relevant to your application.

### What are the costs?

There are no up-front out of pocket costs with a PFC. Once the contract rate or participation ratio is set by you Westpac will determine the other rate in order to create a zero cost structure. When determining that rate, Westpac takes several factors into account including:

- the contract rate or participation ratio set by you
- the size and term of the PFC
- inter-bank foreign exchange rates
- market volatility, and
- market interest rates of the countries of the currency pair

While the transaction is structured on a zero cost basis, Westpac still derives a financial benefit. Westpac obtains that benefit by incorporating a margin into the contract rate and the participation ratio. This means that these rates will be different to the market foreign exchange rates prevailing at the time. In effect, you pay for the PFC by accepting the contract rate and participation ratio quoted by Westpac.

## What are the significant benefits of a PFC?

- PFCs provide you with protection against unfavourable foreign exchange rate movements on the full contract amount, while giving you some ability to participate in any favourable exchange rate movements on a pre-determined proportion of your contract amount. This can assist you in managing your foreign currency exposures.
- PFCs are flexible. They can be tailored to meet your particular requirements.

## What are the significant disadvantages of a PFC?

- The rate achieved with a PFC may not be as favourable as the rate you could have achieved with a forward foreign exchange contract or if you had not entered into any contract at all.
- While PFCs can be cancelled, there may be a cost to you in doing so - see "Can I terminate a PFC before maturity?" below for further details.
- There is no cooling off period.

## What are the significant risks of a PFC?

As is the case with most financial markets products we enter into, we have performance obligations under a PFC. If we are unable to perform our obligations under your PFC, you would be exposed to market exchange rate fluctuations as if you had not entered into a PFC.

Our ability to fulfil our obligations is linked to our financial wellbeing and to the effectiveness of our internal systems, processes and procedures. The first type of risk (our financial wellbeing) is commonly referred to as **credit or counterparty risk**. The second type of risk (the effectiveness of our internal systems, processes and procedures) is commonly referred to as **operational risk**.

You must make your own assessment of our ability to meet our obligations. However, as a regulated Australian bank we are subject to prudential regulation which is intended to reduce the risk of us failing to perform our obligations.

## What happens at maturity?

Depending on the terms of your PFC, on the maturity date you may need to provide Westpac with either foreign currency or Australian dollars. 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. On receipt of the funds, Westpac will deposit amounts owing to you into a Westpac bank account (in your name), denominated in the relevant currency. Alternative arrangements can be made with Westpac's agreement.

## Can I terminate a PFC before maturity?

You may ask us to terminate the PFC at any time up to the cut-off time on the maturity date. We will then provide you with a quote for cancelling the PFC.

## What will be the value of the PFC on early termination?

Our quote will incorporate the same variables (the contract rate, the participation ratio, currency, term, amount and expiry date) used when pricing the original PFC. These will be adjusted for the prevailing market rates over the remaining term of the PFC. We will also need to consider the cost of reversing or offsetting your original transaction. When doing this we take into account the current market rates that apply to any offsetting transactions.

## What happens if I accept?

If you accept the quote, we will cancel the PFC. You should appreciate that there may be a cost to you if you terminate early.

## What documentation is required?

You will need to sign an industry standard master dealing agreement if you want to enter into a PFC. There are two types of master dealing agreements that we commonly use to document PFCs:

- An Australian Financial Markets Association Agreement for Foreign Currency Transactions. This is a simple agreement and is used only for foreign exchange transactions.
- An International Swaps and Derivatives Association Master Dealing Agreement. This is a more complicated agreement and is generally used where a person intends to enter into a variety of other derivative transactions as well as foreign exchange transactions.

We will advise you which of these you will need to sign.

Each of the above master dealing agreements governs the dealing relationship between you and us and sets out the terms and conditions that will apply to all transactions that we enter into with you that are covered by the agreement. 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 a copy of the above master dealing agreements and we strongly recommend that you fully consider their terms before signing. You should obtain independent advice if you do not understand any aspect of the document.

## What about confirmations?

The commercial terms of a particular PFC are agreed verbally over the phone. Once we reach an agreement, both you and Westpac are bound by the terms of the PFC.

Shortly after entering into a PFC, 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. This confirmation forms part of the master dealing agreement you enter into with us.

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

## Examples

*The examples below are indicative only and use rates and figures that we have selected to demonstrate how the product works. In order to assess the merits of any particular PFC, you would need to use the actual rates and figures quoted to you at the time. Note that the calculations below include rounding of decimal places.*

### Scenario 1 Foreign Currency Payment

You are an Australian based importer due to pay 100,000 United States dollars (USD) in 3 months' time for goods bought overseas. At that time, you need to convert your Australian dollars (AUD) into USD. Assume the current AUD/USD market foreign exchange rate is 0.7900 and the 3-month forward exchange rate is 0.7840.

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

If you did nothing, the amount of AUD you will need in 3 months' time to obtain the USD you are due to pay will depend on the market foreign exchange rate applicable at that time.

If the AUD/USD exchange rate goes up, the USD will become less valuable and as a consequence, you will need less AUD when it is time to obtain the USD. Assume in this example that the AUD/USD market foreign exchange rate rises to 0.8200, then you will pay:

$$\begin{aligned} & \text{AUD } 121,951.22 \\ & ( = \text{USD } 100,000 / 0.8200 ) \end{aligned}$$

If the AUD/USD market foreign exchange rate goes down, the opposite occurs and you will need more AUD. Assume the AUD/USD market foreign exchange rate falls to 0.7500, then you will pay:

$$\begin{aligned} & \text{AUD } 133,333.33 \\ & ( = \text{USD } 100,000 / 0.7500 ) \end{aligned}$$

#### How will a PFC change this?

Assume that you are unsure about the direction of the AUD against the USD but wish to not only protect yourself against the AUD depreciating against the USD, but also participate in any favourable movements in the AUD.

You enter into a PFC to buy USD 100,000 with AUD in 3 months' time and set the contract rate at 0.7750. In establishing a PFC, the contract rate must be set at a rate below the current forward exchange rate. Based on a contract rate of 0.7750 Westpac determines the participation ratio to be 40 per cent.

The possible outcomes at the cut-off time on the maturity date are:

- a) if the market foreign exchange rate is below the 0.7750 contract rate, you would exchange your AUD, on the full contract amount, at the contract rate. You will pay:

$$\begin{aligned} & \text{USD } 100,000 / 0.7750 \\ & = \text{AUD } 129,032.26 \end{aligned}$$

- b) if the market foreign exchange rate is above the 0.7750 contract rate, you would exchange your AUD, on 60% (equal to 100% - participation ratio of 40%) of the contract amount, at the contract rate of 0.7750. You will pay:

$$\begin{aligned} & \text{USD } 60,000 / 0.7750 \\ & = \text{AUD } 77,419.35 \end{aligned}$$

You may also choose to exchange the remaining 40% (the participation ratio) of your contract amount at the prevailing market rate. For example, if you choose to do this and the AUD/USD market foreign exchange rate at the time is 0.8200. You will pay:

$$\begin{aligned} & \text{USD } 40,000 / 0.8200 \\ & = \text{AUD } 48,780.49 \end{aligned}$$

In this scenario the total amount of AUD you pay will be AUD 126,199.84 (equal to AUD 77,419.35 + AUD 48,780.49). Your effective dealing rate will equate to:

$$\begin{aligned} & \text{USD } 100,000 / \text{AUD } 126,199.84 \\ & = 0.7924 \end{aligned}$$

The higher the market foreign exchange rate at maturity the higher your effective rate will be and the less AUD you will have to exchange to meet your USD obligation.

### How can I change the range of outcomes?

You can change the range of possible outcomes by changing the contract rate and as a result the corresponding participation ratio. Once the contract rate and participation ratio are agreed the possible outcomes on the maturity date can be determined.

When setting the contract rate and agreeing to the participation ratio you need to consider that:

- the contract rate corresponds to the maximum amount of AUD you will pay to meet your USD obligation. Note that the contract rate will always be set below the forward exchange rate available to you at that time.
- the participation ratio is used to calculate the proportion the contract amount that will participate in favourable exchange rate movements.
- a higher contract rate will reduce your exposure to a falling AUD-USD exchange rate. However, because of the zero cost structure, the participation ratio will be lower.
- a lower contract rate will increase your exposure to a falling AUD-USD exchange rate. However, because of the zero cost structure, the participation ratio will be higher.

## Scenario 2 Foreign Currency Receipt

You are an Australian based exporter due to receive 100,000 United States dollars (USD) in 3 months' time for goods sold overseas. At that time, you need to convert the USD you will receive into Australian dollars (AUD). Assume the AUD/USD market foreign exchange rate is 0.7900 and the 3-month forward exchange rate is 0.7840.

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

If you did nothing, the amount of AUD you will receive in 3 months' time for your USD will depend on the market foreign exchange rate applicable at that time.

If the AUD/USD exchange rate goes up, the USD will become less valuable and as a consequence, you will receive less AUD when it comes time to exchange the USD. Assume in this example that the AUD/USD market foreign exchange rate rises to 0.8200, then you will receive:

$$\text{AUD } 121,951.22 \\ ( = \text{USD } 100,000 / 0.8200 )$$

If the AUD/USD market foreign exchange rate goes down, the opposite occurs and you will receive more AUD. Assume the AUD/USD market foreign exchange rate falls to 0.7500, then you will receive:

$$\text{AUD } 133,333.33 \\ ( = \text{USD } 100,000 / 0.7500 )$$

### How will a PFC change this?

Assume that you are unsure about the direction of the AUD against the USD but wish to not only protect yourself against the AUD depreciating against the USD, but also participate in any favourable movements in the AUD.

You enter into a PFC to sell USD 100,000 for AUD in 3 months' time and set the contract rate at 0.7930. In establishing a PFC, the contract rate must be set at a rate above the current forward exchange rate. Based on a contract rate of 0.7930 Westpac determines the participation ratio to be 40 per cent.

The possible outcomes at the cut-off time on the maturity date are:

- a) if the market foreign exchange rate is above the 0.7930 contract rate, you would exchange your USD, on the full contract amount, at the contract rate of 0.7930. You will receive:

$$\text{USD } 100,000 / 0.7930 \\ = \text{AUD } 126,103.40$$

- b) if the market foreign exchange rate is below the 0.7930 contract rate, you would exchange your USD on 60 % (equal to 100 % - participation ratio of 40%) of the contract amount, at the contract rate. You will receive:

$$\text{USD } 60,000 / 0.7930 \\ = \text{AUD } 75,662.04$$

You may also choose to exchange the remaining 40 % (the participation ratio) of your contract amount at the prevailing market rate. For example, if you choose to do this and the AUD/USD market foreign exchange rate at the time is 0.7500. You will receive:

$$\text{USD } 40,000 / 0.7500 \\ = \text{AUD } 53,333.33$$

In this scenario the total amount of AUD you receive will be AUD 128,995.37 (equal to AUD 75,662.04 + AUD 53,333.33). Your effective dealing rate will equate to:

$$\text{USD } 100,000 / \text{AUD } 128,995.37 \\ = 0.7752$$

The lower the market foreign exchange rate at maturity the lower your effective rate will be and the more AUD you will receive for your USD.

#### **How can I change the range of outcomes?**

You can change the range of possible outcomes by changing the contract rate and as a result the corresponding participation ratio. Once the contract rate and participation ratio are agreed the possible outcomes on the maturity date can be determined.

When setting the contract rate and agreeing to the participation ratio you need to consider that:

- the contract rate corresponds to the maximum amount of AUD you will receive for your USD. Note that the contract rate will always be set above the forward exchange rate available to you at that time.
- the participation ratio is used to calculate the proportion of the contract amount that will participate in favourable exchange rate movements.
- a lower contract rate will reduce your exposure to a rising AUD-USD exchange rate. However, because of the zero cost structure, the participation ratio will be lower.
- a higher contract rate will increase your exposure to a rising AUD-USD exchange rate. However, because of the zero cost structure, the participation ratio will be higher.

## Other things you should know

### Taxation

Taxation law is complex and its application to this product will depend on your particular circumstances. We make no claim that this product will provide a beneficial or appropriate tax outcome for you. When determining whether this product is suitable for you, you should consider the impact it will have on your own taxation position and seek professional advice if needed. We note that the Australian government is currently looking at reforming the taxation treatment of financial arrangements and the taxation implications of this product may change for you in the future.

### Telephone conversations

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

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 training and 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

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.

### Communications with you

From time to time, members of the Westpac Group may contact you with or send you information about other Westpac products and services that we feel might be of relevance or benefit. (Westpac Group refers to Westpac Banking Corporation and its related bodies corporate).

Although we encourage you to receive this information, it is not compulsory. If you do not wish to receive it, please advise us in one of these three ways:

- call Telephone Banking on 132 032;
- write to us at GPO Box 3433, Sydney NSW 2001; or
- visit any of our branches.

You don't need to do this if you have already told us you do not want to receive this sort of information.

### Code of Banking Practice Compliance

The Code of Banking Practice is a self regulatory Code adopted by us and other banks. Its purpose is to set standards of good banking practice for banks to follow when dealing with persons who are, or who may become, individual and small business customers and their guarantors.

If you are an individual or small business customer, each relevant provision of the Code applies to the product described in this PDS. The general descriptive information referred to in the Code (other than information in relation to bank cheques and account opening procedures) is set out in this PDS. This includes information about:

- our obligations regarding the confidentiality of your information
- complaint handling procedures
- the advisability of you informing us promptly when you are in financial difficulty, and
- the advisability of you reading the terms and conditions applying to a PFC.

If you would like to discuss whether or not the Code will apply to you, please contact us on the numbers set out at the back of this document.

## 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](http://www.westpac.com.au)

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

- where 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

## What to do if you have a problem or dispute

### Getting your complaint heard

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

### Please talk to us first

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.

You can contact us 24 hours a day, 7 days a week from anywhere in Australia, by:

**Phone:** 1300 130 467

**Email:** Go to our website - [www.westpac.com.au](http://www.westpac.com.au) and click on 'Contact Us'

**Fax:** 02 9220 4177

**Mail:** GPO Box 5265, Sydney NSW 2001.

### Contact our National Customer Relations Unit

If we can't resolve your complaint at your first point of contact with us, we will escalate it to our National Customer Relations Unit. They will aim to resolve your complaint in a timeframe agreed with you.

You can also contact our National Customer Relations Unit:

**Telephone:** 1300 130 206

**Email:** Go to our website - [www.westpac.com.au](http://www.westpac.com.au) and click on 'Contact Us' and then click on 'Complaints and Compliments'

**Fax:** 02 9220 4177

**Mail:** NCRU, GPO Box 5265, Sydney NSW 2001.

### Contact our Customer Advocate

If you feel we did not act fairly in the way we handled your complaint or in the way we resolved your complaint, you can ask our Customer Advocate to review the matter for you.

The Customer Advocate's role is to act as independently as possible to make sure that Westpac has treated you fairly.

You can contact our Customer Advocate on:

**Telephone:** 1300 301 977

**Mail:** Customer Advocate,  
GPO Box 5265  
Sydney NSW 2001

### What to do if you are still unhappy

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. You may be able to refer your complaint to either of the external organisations listed below:

Financial Industry Complaints Service Limited  
PO Box 579  
Collins Street West  
Melbourne VIC 8007  
Phone 1300 780 808  
Fax: (03) 9621 2291  
Internet: [www.fics.asn.au](http://www.fics.asn.au)

Banking and Financial Services Ombudsman Limited  
GPO Box 3, Melbourne VIC 3001.  
Phone: 1300 780 808  
Fax: (03) 9613 7345  
Internet: [www.bfso.org.au](http://www.bfso.org.au)

You can also contact the Australian Securities & Investments Commission (ASIC) to make a complaint and to obtain further information about your rights. They also have a freecall Infoline - 1300 300 630 and e-mail contact address - [infoline@asic.gov.au](mailto:infoline@asic.gov.au)

## Financial Crimes Monitoring

Please be advised that in order for Westpac to meet its regulatory and compliance obligations relating to anti-money laundering and counter financing of terrorism, we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- 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;
- we may from time to time require additional information from you to assist us in the above compliance process;
- where legally obliged to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies.

You must not initiate or conduct a transaction that may be in breach of Australian law or the law of any other country.

## Glossary

To help you to understand this PDS, the meanings of some words used in this PDS are set out below.

**AUD** means Australian dollars.

**Code** means the Code of Banking Practice adopted by us and other banks.

**confirmation** means a letter confirming the terms of a particular PFC.

**contract amount** means the face value amount of the PFC.

**contract rate** means the agreed exchange rate at which the currency pair will be exchanged. The contract rate will always be less favourable than the forward exchange rate available to you at the time you enter into the PFC.

**currency pair** means the two currencies applying in respect of a PFC. The currency pair must be acceptable to Westpac.

**cut-off time** means the time on the maturity date at which the outcome of the PFC will be determined. The cut-off time will be set out in the confirmation.

**forward exchange rate** means the price of one currency in terms of another currency for delivery on a specified date in the future taking into account Westpac's costs and its profit margin. This is the rate that Westpac would make available to you at the relevant time.

**market foreign exchange rate** means the price of one currency in terms of another currency for delivery on the same day after taking into account Westpac's costs and its profit margin. This is the rate that Westpac would make available to you at the relevant time.

**maturity date** means the date at which the outcome of the PFC will be determined. It is also the date on which the currency pair will be exchanged under the PFC.

**PFC and Participating Forward Contract** means the product the subject of this PDS.

**participation ratio** means the percentage nominated to determine the proportion of the contract amount that may participate in favourable exchange rate movements.

**USD** means United State dollars.

**Westpac, we or us** means Westpac Banking Corporation.

**you, your** means the customer entering into a PFC.

**zero cost structure** means a structure where the relevant foreign exchange rates and ratios are set so that there are no up-front out of pocket costs payable by you. The cost is effectively embedded in the foreign exchange rates applicable to the PFC.

## Contact Details

### Queensland and Northern Territory:

Level 14, 260 Queen Street  
Brisbane QLD 4000  
Telephone (07) 3227 2155

### Western Australia:

Level 16, 109 St Georges Terrace  
Perth WA 6000  
Telephone (08) 9426 2522

### New South Wales and ACT:

Level 2, 275 Kent Street  
Sydney NSW 2000  
Telephone (02) 8204 2822

### Victoria, South Australia and Tasmania:

Level 9, 360 Collins Street  
Melbourne VIC 3000  
Telephone (03) 9608 3950