



Corporate Online New Zealand Third Party Amendment form

Westpac New Zealand Limited (Westpac or WNZL).

Use this form for accounts and/or services domiciled in New Zealand only.

Complete this form each time an Organisation (“Authorised Organisation”) requires access to accounts and/or services held in New Zealand by a third party Organisation (“Third Party Account Holder”) and accessed via Westpac Corporate Online (“Corporate Online”). Handwritten forms will **not** be accepted.

1. Authorised Organisation

This authority will authorise the Authorised Organisation named below (including each of their nominated Administrators and Users) to access the accounts and services listed below or on the attached annexure via Westpac Corporate Online or such other access means as considered appropriate by Westpac (“Corporate Online”), including under the Addendum relating to the Corporate Online back-up platform.

Name of the Organisation that **is being granted access** to the third parties’ accounts and services:

Full Name of Organisation

Corporate Online CIS Key

2. Third Party Account Holder

Name of the Organisation Account Holder that **owns** the accounts and services and which is granting access to their individual Organisation accounts and services via this Authority:

Account Holder

3. Details of Account(s), Service(s) and access to be granted by this authority

This Authority will authorise the Authorised Organisation to access the accounts and services below or set out on the attached Corporate Online Form Annexure as specified in the annexure and on the terms set out in below.

List the details of the Account(s) you are granting access to and tick the type of access granted by this authority:

Bank, Branch, Account Number and Suffix	Account Description	Currency	Allow access to view and export balances and transaction information	Allow access to transfer and remit funds/make payments
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

4. Billing Statement

Invoice ID	Description	Secondary

5. Privacy Statement

Once you have completed and submitted this form, Westpac will collect your name and signature (your personal data) to process this form for the organisation on behalf of which you are completing this form. Westpac may share your personal data with other companies within the Westpac Group. Westpac may also share your personal data with third party service suppliers, who help deliver and support the product and services Westpac delivers to your organisation and may transfer your personal data to the countries where some of Westpac’s third party service suppliers are located.

6. Third Party Account Holder declaration and authority

It is mandatory for the Executive Officers of the Third Party Account Holder to complete this section:

You (the Account Holder) agree/declare that:

- (a) Each of Westpac, Westpac Banking Corporation and their related companies (Westpac Group) are authorised to act upon all instructions and requests to effect transactions, and make disclosure to the Authorised Organisation on your Accounts listed above in this Authority through Corporate Online in the manner specified;
- (b) this Authority is in addition to and not in substitution to any other notice provided to any Westpac Group member concerning the operations on any Account held by you. Amendments to other authorities that you may have with a Westpac Group member now or in the future shall not affect this Authority which is to continue in full force and effect until Westpac receives a written notice of cancellation of this Authority;
- (c) Each Westpac Group member is authorised to treat any transaction, effected through Corporate Online by the Authorised Organisation, on your Accounts listed in this Authority, as a transaction that is to be undertaken with your Authority without the Westpac Group member being required to verify your authority in any case;
- (d) the Westpac Group Member is not required to check the accuracy of any instructions, requests or notifications received or sent through Corporate Online on your Accounts and that any liability in connection with the operation of the Accounts generally is joint and several;
- (e) you release each Westpac Group Member from all actions, suits, proceedings, claims, costs and demands that may be made, brought or incurred by or against it arising from any unauthorised or incorrect instructions or requests to effect transactions via Corporate Online on your Accounts in the manner specified in this Authority;
- (f) the Authorised Organisation (including its Administrators and Users) will comply with the terms and conditions of the Accounts listed above in this Authority;
- (g) you are not prevented by law (including the Corporations Act 2001 (Australia)) from agreeing with this Authority or any transactions contemplated by it; and
- (h) authority has been duly given for the Authorised Organisation to appoint the Administrator and Users of the Authorised Organisation as operators of the Accounts and to act in accordance with the terms of this authority.

This authority is signed for and on behalf of the Third Party Account Holder named above.

Account Holder

Executive Officer 1

(Director, Trustee, Partner)

Name FIRST MIDDLE LAST

Designation

Signature Date DD / MM / YYYY

Executive Officer 2

(Director, Trustee, Partner, Company Secretary)

Name FIRST MIDDLE LAST

Designation

Signature Date DD / MM / YYYY

7. Authorised Organisation Authorising Corporate Online to load Third Party Accounts and Services

Full Name of Organisation _____

To be completed by the Authorised Organisation named above requesting the addition of the New Zealand domiciled third Party account(s) or service(s) listed above or on the attached annexure to the Authorised Organisation set-up in Corporate Online.

Either Executive Officers **OR** Organisation Administrator(s) for the Authorised Organisation must complete and sign this section of the form.

Executive Officers - I/we acknowledge that I/we are Executive Officers for this Organisation and are authorised to request the above changes to the Corporate Online set-up.

Executive Officer 1

Duly authorised signatory (e.g. Director, Trustee, Partner)

Name FIRST MIDDLE LAST _____

Designation _____

Signature _____ Date DD / MM / YYYY

Executive Officer 2

(Director, Trustee, Partner, Company Secretary)

Name FIRST MIDDLE LAST _____

Designation _____

Signature _____ Date DD / MM / YYYY

OR

Administrators - I/we request the above changes be made to the Organisation's Corporate Online set up. Any accounts or services that have been added to the set-up have been approved by the Organisation's Executive Officers.

Administrator 1

Verifying Officer (i.e. the person(s) nominated by your Organisation to identify Users of Corporate Online)

Name FIRST MIDDLE LAST _____

Designation _____

Signature _____ Date DD / MM / YYYY

Administrator 2

If required by your organisation

Name FIRST MIDDLE LAST _____

Designation _____

Signature _____ Date DD / MM / YYYY

Addendum relating to the Corporate Online back-up platform (Addendum)

This Addendum provides details of the back-up platform that will be provided to you in the event of Corporate Online no longer being available to New Zealand customers and the changes to your terms and conditions relating to that back-up platform.

Having a local back-up platform not only helps protect your business operations, it also means we're able to meet the Reserve Bank of New Zealand's (RBNZ) outsourcing policy (BS11).

Under this policy, large overseas-owned New Zealand banks must be able to operate independently from their offshore parent companies and continue to provide their customers with banking services, if a BS11 event* occurs.

***For Corporate Online, a BS11 event will mean Corporate Online is unavailable for use.**

A BS11 event means any of the following has occurred:

- WNZL is subject to statutory management;
- WNZL is no longer a subsidiary of its parent;
- WNZL is given a direction under the RBNZ Act in relation to a BS11 policy outcome; or
- WNZL has suffered a disruption to any of its outsourcing arrangements.

Transfer to Westpac One Business*

If a BS11 event occurs, we will transfer your details from Corporate Online across to Westpac One Business. This includes all users, payees, authorisation levels and administration rights (excluding local administration rights) you have specified in Corporate Online.

We will use the details that you have specified immediately before a BS11 event.

There may be some differences in functionality between Corporate Online and Westpac One Business. We will communicate these differences to you at the time. The services and functionality you will receive through Westpac One Business (if a BS11 event occurs) will apply to you, regardless of any other service descriptions for Corporate Online you may have received.

Unless we tell you otherwise, your current billing arrangements will also apply to Westpac One Business. If there will be any changes in Westpac One Business from your current billing arrangements, we will communicate those changes to you.

How we will handle differences in your current set-up

We will use the account details, authorisation levels and administration rights you have specified in Corporate Online on the date prior to a BS11 event occurring as the basis for setting up Westpac One Business.

In particular, the following settings from Corporate Online will apply to your Westpac One Business account:

- **Users:** Corporate Online users will only be transferred to Westpac One Business if they have access to at least one WNZL account and to Accounts, Payments or Administration in Corporate Online and have logged-in to Corporate Online in the 12 months before a BS11 event.
- **User authority:** A user's authority level in Westpac One Business (Administrator, Authoriser, Creator, Viewer) will be determined by their authority level in Corporate Online, except that Local Administrators in Corporate Online will not become Administrators in Westpac One Business, and both Primary and Secondary Authorisers in Corporate Online will become Authorisers in Westpac One

Business. This may mean your Corporate Online users get additional authority in Westpac One Business.

- **User authority limits:** Users will be set up with a transaction approval limit and daily approval limit in Westpac One Business which corresponds to or may be higher than their highest transaction approval limit and daily approval limit in Corporate Online.
- **Administrators:** Westpac One Business will have two options for how many administrators are required to approve administrative tasks: One Administrator or Two Administrators. One of the administrators can be the same person who created the task. If you have selected No Self Authorisation in Corporate Online, the setting in Westpac One Business will be Two Administrators, and one of the approvers can be the person who created the task.
- **Transaction authorisations:** Westpac One Business can be set up with one of the following authorisation options for transactions:
 - One Authoriser to authorise online transactions
 - Two Authorisers to authorise online transactions
 - One Authoriser to authorise transfers and two Authorisers to authorise payments

Or, one of the above options but without Authorisers being able to self-authorise their transactions.

WNZL accounts accessed within your Corporate Online facility will be imported into Westpac One Business applying the above option that best matches your current settings for authorising transactions in Corporate Online. Where you have different authorisation levels for different types of payments (such as authorising Beneficiary Payments or Import Payment Files) in Corporate Online, the higher authorisation level will be applied in Westpac One Business for all payment types.

- **Transaction limit (organisation):** The Daily Channel Limit in Westpac One Business will either be the same or higher than your Corporate Online daily limit. The applicable Daily Channel Limit will be determined by us and will be advised to you if a BS11 event takes place.
- **Other systems:** If you have other systems with us that will also be migrated to Westpac One Business on a BS11 event you will be provided with information separately about how the set-up will work for those other systems. If on the day prior to a BS11 event you access FileAct using Corporate Online, Westpac One Business will be set up using your Corporate Online details.

Terms applicable to you

With effect from the day a BS11 event occurs, you:

- Will be provided access to Westpac One Business and will be bound by the applicable Westpac One Business Terms and Conditions as included with this Addendum, WNZL's General Terms and Conditions and any other terms and conditions applicable to your use of Westpac One Business that WNZL may tell you about from time to time (all WNZL terms and conditions are available at westpac.co.nz or at any WNZL branch or with your usual WNZL contact).
- Authorise the persons specified in Corporate Online, as at the day prior to a BS11 event, as persons with authority to operate Corporate Online and give instructions to WNZL on your behalf, to operate your Westpac One Business facility on the basis described in this Addendum and the applicable Westpac One Business Terms and Conditions.
- Authorise WNZL to establish a Westpac One Business facility in the name of your organisation using the authoriser, user and administrator settings as outlined in this Addendum and authorise

WNZL to rely on any instructions from such persons with respect to your operation of Westpac One Business.

- Authorise all accounts for your organisation to be accessible through Westpac One Business and for all relevant fees and charges to be deducted from the account nominated for this purpose.
- Certify that all the information specified for your organisation in Corporate Online is true, correct and complete in every respect and may be used by WNZL to set you up on Westpac One Business.
- Understand that you will be providing personal information which will be held securely by WNZL and/or any entity within the Westpac Group, and that all information provided by you now or in the future will be held and dealt with in accordance with the WNZL Privacy Policy. The WNZL Privacy Policy is available at any WNZL Branch or online at westpac.co.nz.
- Acknowledge that changes may be made to Westpac One Business, and additional products and features may be made available through Westpac One Business from time to time, and information regarding such changes or products and features will be available in Westpac One Business, at any WNZL branch or from your usual WNZL contact. You consent to your Administrators and users with the ability to authorise or create using any such changes, or products and features, as they are made available.

- Understand that, pursuant to the Westpac One Business Terms and Conditions, your appointment of Authorised Person(s) is solely at your own risk and that you are solely responsible for any use or misuse of Westpac One Business by Authorised Persons, and for ensuring that Authorised Persons are aware of, and comply with, all relevant terms and conditions.
- Understand that this Addendum is in addition to your existing agreements with WNZL and its related companies (including Westpac Banking Corporation and its related companies) and that those agreements continue to apply to the products and services you receive from WNZL and its related companies.

This Addendum will continue to apply while you use Corporate Online. You agree that this Addendum overrides any other terms and conditions regarding your use of Corporate Online to the extent of any inconsistency and accordingly that WNZL shall have no liability to your organisation as a consequence of your organisation no longer having access to Corporate Online due to a BS11 event provided that WNZL acts in accordance with this Addendum.