



## **Information Memorandum**

**Westpac Banking Corporation**  
(ABN 33 007 457 141)

**Westpac Banking Corporation**  
(acting through its Hong Kong Branch)

# **US\$2,500,000,000**

## **Euro Transferable Certificate of Deposit Programme**

***Arranger***

**Westpac Banking Corporation, Hong Kong Branch**  
(ABN 33 007 457 141)

***Dealer***

**Westpac Banking Corporation, Hong Kong Branch**

***I&P Agent***

**The Bank of New York Mellon, Hong Kong Branch**

22 March 2013

## TABLE OF CONTENTS

<b>IMPORTANT NOTICE .....</b>	<b>1</b>
<b>INFORMATION ON WESTPAC.....</b>	<b>3</b>
<b>OVERVIEW .....</b>	<b>3</b>
<b>SUMMARY OF THE PROGRAMME.....</b>	<b>5</b>
<b>FORM OF PERMANENT GLOBAL EURO TRANSFERABLE CERTIFICATE OF DEPOSIT.....</b>	<b>10</b>
<b>FORM OF DEFINITIVE ETCD .....</b>	<b>37</b>
<b>FORM OF DEED OF COVENANT.....</b>	<b>41</b>
<b>FORM OF PRICING SUPPLEMENT .....</b>	<b>47</b>
<b>SELLING RESTRICTIONS.....</b>	<b>51</b>
<b>AUSTRALIAN TAXATION .....</b>	<b>57</b>
<b>CONTACT INFORMATION .....</b>	<b>60</b>

## IMPORTANT NOTICE

Westpac Banking Corporation and Westpac Banking Corporation, acting through its Hong Kong Branch (each an "Issuer", together the "Issuers") accept responsibility for the information contained in this Information Memorandum in connection with a euro-commercial paper programme ("Programme") under which the Issuers may issue and have outstanding at any time euro transferable certificates of deposit ("ETCDs"). To the best of the knowledge and belief of each of the Issuers as at the date of this Information Memorandum, the facts contained in this Information Memorandum are true and correct in all material respects and there are no other material facts or omissions that would alter the information contained herein.

Neither this Information Memorandum nor any Pricing Supplement (as defined herein) constitutes an offer or an invitation to subscribe for or purchase any ETCDs and should not be considered as a recommendation by either of the Issuers, the Arranger (as defined herein), the Dealers (as defined herein) or any of them that any recipient of this Information Memorandum or any Pricing Supplement should subscribe for or purchase any ETCDs. Each recipient of this Information Memorandum or any Pricing Supplement shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuers.

This Information Memorandum should be read and construed with any relevant amendment or supplement and the most recently published financial statements (which shall be deemed to be incorporated in, and form part of, this Information Memorandum) and, in relation to any Tranche (as defined herein) of ETCDs, should be read and construed together with the relevant Pricing Supplement (if any).

No person has been authorised by the Issuers to give any information or to make any representation not contained in or inconsistent with this Information Memorandum or any related Programme document. Any such information given or representation made by or attributed to the Issuers, whether in the public domain or otherwise, should not be relied upon as having been authorised by the Issuers or any Dealer.

Neither the delivery of this Information Memorandum or any Pricing Supplement nor the offering, sale or delivery of any ETCD shall, in any circumstances, create any implication that the information contained in this Information Memorandum is true subsequent to the date hereof or the date upon which this Information Memorandum has been most recently amended or supplemented or that there has been no adverse change in the financial situation or the business affairs of the Issuers since the date hereof or, if later, the date upon which this Information Memorandum has been most recently amended or supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Information Memorandum by reference or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Information Memorandum and any Pricing Supplement and the offering, sale and delivery of the ETCDs in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum or any Pricing Supplement comes are required by each of the Issuers and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of ETCDs and on the distribution of this Information Memorandum or any Pricing Supplement and other offering material relating to the ETCDs, see the information provided below under the heading "Selling Restrictions". In particular, ETCDs have not been and will not be registered under the United States Securities Act of 1933 (as amended), are in bearer form and subject to United States tax law requirements. Subject to certain exceptions, ETCDs may not be offered, sold or delivered within the United States or to United States persons. Neither this Information Memorandum nor any Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or

solicitation.

## NOTICE TO RESIDENTS OF HONG KONG

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

This Information Memorandum has not been authorised by the Securities and Futures Commission in Hong Kong and, accordingly, (i) the ETCDs may not be offered or sold in Hong Kong by means of this Information Memorandum or any other document other than to "professional investors" (as such term is defined in Part I of Schedule 1 to the Securities and Futures Ordinance of Hong Kong (Cap. 571) and any rules made thereunder (professional investors)), or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance of Hong Kong (Cap. 32) or do not constitute an offer or an invitation to the public for the purposes of the Companies Ordinance, and (ii) no person shall issue or possess for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the ETCDs which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to ETCDs which are or are intended to be disposed of only to persons outside Hong Kong or only to such professional investors. Offers of ETCDs will not be and may not be made to any person in Hong Kong other than in the manner contemplated in this Information Memorandum.

No person to whom a copy of this Information Memorandum is given may issue, circulate or distribute this Information Memorandum in Hong Kong or make or give a copy of this Information Memorandum to any person. Investors are advised to exercise caution in relation to the offer of ETCDs pursuant to this Information Memorandum. If investors are in any doubt about the contents of this Information Memorandum, they should obtain independent professional advice.

## NOTICE RELATING TO CHINESE YUAN OR RENMINBI DENOMINATED ETCDs

'Chinese Yuan' or 'Renminbi' ('C¥') is not freely convertible at present. The People's Republic of China ("PRC") government continues to regulate conversion between C¥ and foreign currencies, and accordingly there are significant restrictions on remittance of C¥ into and out of the PRC. As a result of the restrictions by the PRC government on cross-border C¥ fund flows, the availability of C¥ outside the PRC is limited, which may affect the Issuer's ability to source C¥ outside the PRC to service any ETCDs denominated in C¥. Prospective investors are reminded of the conversion risk in C¥ products. In addition, there is a liquidity risk associated with C¥ products, particularly if there is no active secondary market in such products. Payments in respect of C¥ products will only be made to investors in the manner specified in the ETCD, and the Issuer cannot be required to make payment by any other means. C¥ products are denominated and settled in C¥ deliverable in Hong Kong, which represents a market which is different from that of C¥ deliverable in the PRC. Prospective investors should, accordingly, seek independent legal advice prior to making an investment decision to purchase or otherwise acquire C¥ denominated ETCDs to determine whether or not the aforesaid risks relating to convertibility and/or liquidity continue to apply.

## INFORMATION ON WESTPAC

### Overview

Westpac is one of the four major banking organisations in Australia and one of the largest banking organisations in New Zealand. Westpac and its controlled entities (the "Westpac Group") provides a broad range of banking and financial services in these markets, including retail, business and institutional banking and wealth management services.

Westpac has branches, affiliates and controlled entities throughout Australia, New Zealand and the Pacific region, and maintains branches and offices in some of the key financial centres around the world.

As at 30 September 2012, Westpac had total assets of A\$675 billion and its market capitalisation was A\$76.5 billion.

The Westpac Group's operations comprise the following key customer-facing divisions operating under multiple brands, servicing around 12 million customers:

- Australian Financial Services, which Westpac refers to as AFS, is responsible for the Westpac Group's Australian retail banking, business banking and wealth operations. AFS also includes the product and risk responsibilities for Australian Banking. It incorporates the operations of Westpac Retail & Business Banking, St.George Banking Group and BT Financial Group (Australia).
  - Westpac Retail & Business Banking, which Westpac refers to as Westpac RBB, is responsible for sales and service for Westpac's consumer, small to medium enterprise customers and commercial customers (typically with turnover of up to A\$100 million) in Australia under the Westpac brand. Activities are conducted through Westpac RBB's network of branches, business banking centres and specialised consumer and business relationship managers, with the support of cash flow, financial markets and wealth specialists, customer service centres, automated teller machines (**ATMs**) and internet channels.
  - St.George Banking Group, which Westpac refers to as St.George, is responsible for sales and service for consumer, business and corporate customers in Australia under the St.George, BankSA, Bank of Melbourne and RAMS brands. RAMS is a financial services group specialising in mortgages and online deposits. Consumer activities are conducted through a network of branches, third-party distributors, call centres, ATMs, EFTPOS terminals and internet banking services. Business and corporate customers (businesses with facilities typically up to A\$150 million) are provided with a wide range of banking and financial products and services including specialist advice for cash flow finance, trade finance, automotive and equipment finance, property finance, transaction banking and treasury services. Sales and service activities for business and corporate customers are conducted by relationship managers via business banking centres, internet and customer service centre channels.
  - BT Financial Group (Australia), which Westpac refers to as BTFG, is Westpac's Australian wealth management division. BTFG's funds management operations include the manufacturing and distribution of investment, superannuation and retirement products, investment platforms such as Wrap and master trusts, private banking and financial planning. BTFG's insurance solutions cover the manufacturing and distribution of life, general and lenders mortgage insurance. BTFG's brands include Advance Asset Management, Ascalon, Asgard, BT, BT Investment Management (64.5% owned by the Westpac Group and consolidated in BTFG's Funds

Management business), BT Select, Licensee Select, Magnitude, Securitor, and the advice, private banking and insurance operations of Bank of Melbourne, BankSA, St.George and Westpac.

- Westpac Institutional Bank, which Westpac refers to as WIB, delivers a broad range of financial services to commercial, corporate, institutional and government customers with connections to Australia and New Zealand. WIB operates through dedicated industry relationship and specialist product teams, with expert knowledge in transactional banking, financial and debt capital markets, specialised capital, and alternative investment solutions. Customers are supported through branches and subsidiaries located in Australia, New Zealand, the United States, United Kingdom and Asia.
- Westpac New Zealand is responsible for sales and service of banking, wealth and insurance products for consumers, business and institutional customers in New Zealand. Westpac conducts its New Zealand banking business through two banks in New Zealand: Westpac New Zealand Limited, which is incorporated in New Zealand and Westpac Banking Corporation (NZ Division), a branch of Westpac, which is incorporated in Australia. The division operates via an extensive network of branches and ATMs across both the North and South Islands. Business and institutional customers are also served through relationship and specialist product teams. Banking products are provided under the Westpac and WIB brands while insurance and wealth products are provided under Westpac Life and BT brands, respectively.

Other business divisions include:

- Pacific Banking, which provides banking services for retail and business customers in seven Pacific Island nations;
- Group Services, which encompasses technology, banking operations, legal and property services;
- Treasury which is primarily focussed on the management of the Westpac Group's interest rate risk and funding requirements; and
- Core Support, which comprises those functions performed centrally, including finance, risk and human resources.

## SUMMARY OF THE PROGRAMME

This Programme has been established by each of the Issuers to allow for the issue of ETCDs from time to time to investors. Details of the types of ETCDs are set out below. However, the following is a brief summary only and should be read in conjunction with the rest of this document, the full terms and conditions of the several agreements among and between the Issuers, the Arranger, the Dealers and the Agent (as any of the same may be amended, supplemented or restated from time to time) and, in relation to any ETCDs, in conjunction with the relevant Pricing Supplement and, to the extent applicable, the Terms and Conditions of the ETCDs set out herein.

<b>Issuers</b>	Westpac Banking Corporation, acting through its head office Westpac Banking Corporation, acting through its Hong Kong branch
<b>Dealer</b>	Westpac Banking Corporation, Hong Kong Branch
<b>Issuing and Paying Agent (the "Agent")</b>	The Bank of New York Mellon, Hong Kong Branch
<b>Arranger</b>	Westpac Banking Corporation, Hong Kong Branch
<b>Programme Amount</b>	US\$2,500,000,000 or such other amount as is agreed under Clause 2.4 of the Programme Agreement.
<b>Issuance in Series</b>	ETCDs will be issued in series (each a " <b>Series</b> "). Each Series may comprise one or more tranches (" <b>Tranches</b> " and each, a " <b>Tranche</b> ") issued on different issue dates. The ETCDs of each Series will all be subject to identical terms except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches and a Series may comprise ETCDs in more than one denomination. The ETCDs of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise ETCDs of different denominations.
<b>Form of ETCDs</b>	All ETCDs will be bearer instruments and represented upon issue by a permanent global ETCD (" <b>Global ETCD</b> ") which will be deposited on or before the issue date with a depository or common depository on behalf of Euroclear, Clearstream and/or CMU (as defined below). The Global ETCDs may be exchanged in whole, but not in part, for ETCDs in definitive form (" <b>Definitive ETCDs</b> ") in certain circumstances.
<b>Currencies</b>	The Programme allows issuance of ETCDs denominated in Australian dollars, United States dollars, Japanese yen, Euro, New Zealand dollars, Hong Kong dollars, Chinese Yuan (Renminbi) or any other currencies agreed by the Issuer and the relevant Dealer(s), accepted for settlement by Euroclear, Clearstream or CMU and subject to any applicable laws and requirements of the regulatory authorities concerned.
<b>Status of the ETCDs</b>	The ETCDs will be direct, unsubordinated and unsecured obligations of the Issuer and will rank at least equally with all other direct, unsubordinated and

unsecured obligations of the Issuer except liabilities mandatorily preferred by law, including Section 13A of the Banking Act 1959 of Australia.

**Term** The term of any ETCD shall be not less than 7 days unless the parties otherwise agree. ETCDs issued on terms that they must be redeemed before their first anniversary may be subject to restrictions on their denomination and distribution. (See "Selling Restrictions" below.)

**Purchase Price** **Discounted ETCDs**

The purchase price for any ETCD to be issued at a discount shall be calculated as follows.

$$PP = \frac{FA}{1 + \frac{(Y \times D)}{360}}$$

except that in the case of an ETCD denominated in a 365 Day Currency, "360" shall be replaced by "365".

**Interest-bearing ETCDs**

The purchase price for any interest-bearing ETCD shall be calculated as follows.

$$PP = FA \times SP$$

The terms below are applicable to both Discounted ETCDs and Interest-bearing ETCDs

PP = the actual purchase price of the ETCD

FA = the face amount of the ETCD

SP = the purchase price specified by the relevant Dealer in its bid

D = the number of days in the tenor of the ETCD

Y = the discount to yield rate specified by the relevant Issuer in the request for the ETCD, expressed as a decimal to four decimal places

**Redemption** ETCDs may be redeemable at face value (less any previous principal repayments) or such other maturity redemption amount (details in a formula or otherwise) as may be specified in the relevant Pricing Supplement (if any).

**Early Redemption by Issuer for tax reasons** If an Issuer, as a result of certain taxes required to be withheld or deducted by any law or regulation of a Relevant Jurisdiction (as defined below), would be required on the next interest payment date to make any payment of an additional amount to the holder of any ETCD, then the Issuer may redeem the relevant ETCD prior to maturity by giving not less than 20 nor more than 35 Business Days' (as defined herein) notice to the Agent specifying the date on which redemption is to occur (which must be an interest payment date).

**Early Optional Redemption** If Early Optional Redemption is specified in the relevant

<b>by Issuer</b>	Pricing Supplement as being applicable, the ETCDs may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Pricing Supplement, in part on any Optional Redemption Date at the relevant Optional Redemption Amount on the Issuer's giving not less than 30 nor more than 60 days' notice (or such other notice period as may be specified in the relevant Pricing Supplement) to the holders in accordance with Condition 10 ( <i>Notices</i> ) of the Terms and Conditions of the ETCDs (which notice shall be irrevocable and shall oblige the Issuer to redeem all of the ETCDs of the relevant Series or, as the case may be, the ETCDs specified in such notice on the relevant Optional Redemption Date at the Optional Redemption Amount plus accrued interest (if any) to such date).
<b>Conditional early redemption by Holder</b>	An Issuer may not exercise the early optional redemption in respect of any ETCD if it is the subject of the prior exercise by the holder of its option to require the redemption of such ETCD under Condition 5.5 of the Terms and Conditions of the ETCDs ( <i>Early redemption by Holder</i> ).
<b>Interest</b>	ETCDs may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed or floating rate and may vary during the term of the relevant Series.
<b>Face Amount and Denomination</b>	The denomination of each A\$ ETCD, US\$ ETCD, ¥ ETCD, EUR ETCD, NZ\$ ETCD, HK\$ ETCD or C¥ ETCD shall be, respectively, A\$100,000, US\$100,000, ¥100,000,000, EUR100,000, NZ\$100,000, HK\$1,000,000, C¥1,000,000 unless specified otherwise in the relevant Pricing Supplement (if any). The face amount of each Definitive A\$ ETCD, US\$ ETCD, ¥ ETCD, EUR ETCD, NZ\$ ETCD, HK\$ ETCD or C¥ ETCD shall be, respectively, A\$100,000, US\$100,000, ¥100,000,000, EUR100,000, NZ\$100,000, HK\$1,000,000, C¥1,000,000 or any other amount requested by the Dealer purchasing the relevant ETCD and agreed by the relevant Issuer. (See "Selling Restrictions" below.)

<b>Taxation</b>	Unless required by law, all payments by an Issuer under an ETCD will be made free and clear of any deduction or withholding in respect of tax required by any law of the Commonwealth of Australia or the Hong Kong Special Administrative Region of the People's Republic of China (each a " <b>Relevant Jurisdiction</b> "). If so required, the relevant Issuer shall promptly pay the amount deducted or withheld to the appropriate government agency and pay, subject to certain customary exceptions set out in the form of the Global ETCD and the Definitive ETCD (including, without limitation, in the case of a holder who is liable for the relevant tax by reason of the holder being an associate of the Issuer for the purposes of section 128F(6) of the Australian Income Tax Assessment Act 1936), for the account of the holder of the ETCD such additional amount as is necessary to result in receipt by the holder of the ETCD of a net sum equal to the amount it would have received and retained had no such deduction or withholding been required to be made under the laws of the Relevant Jurisdiction.
<b>Governing Law</b>	ETCDs and all related documentation will be governed by the laws of New South Wales, Australia.
<b>Terms and Conditions</b>	The terms and conditions applicable to each Tranche of ETCDs will be the terms and conditions for the ETCDs as set out in this Information Memorandum as supplemented, modified or replaced by the relevant Pricing Supplement (if any).
<b>Enforcement of Global ETCDs</b>	In the case of Global ETCDs, individual investors' rights will be governed by a Deed of Covenant by Westpac (as amended and restated from time to time) (a copy of which will be available for inspection at the specified office of the Agent) and by their arrangements with Euroclear, Clearstream and/or CMU. The form of Deed of Covenant is provided in this Information Memorandum.
<b>Ratings</b>	A prospective purchaser of ETCDs should verify the current long-term and short-term ratings of Westpac before purchasing ETCDs. Ratings are not a recommendation to purchase, hold or sell ETCDs. Ratings are based on current information furnished to the rating agencies by the Issuer and information obtained by the rating agencies from other sources.
<b>Listing</b>	ETCDs will not be listed on the Australian Securities Exchange (" <b>ASX</b> ") or on any other stock exchange.
<b>Term of Programme</b>	This Programme shall continue until: <ol style="list-style-type: none"> <li>1. terminated by not less than 30 days' prior notice by Westpac to the Dealers, such right of termination to be exercisable at Westpac's sole discretion; or</li> <li>2. each Dealer has resigned.</li> </ol> <p>Termination shall not take effect in respect of any ETCD issued before the date on which such termination is expressed to take effect, or any obligation in respect of any such ETCD, until the ETCD has been paid in full.</p>

**Clearing System**

Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”), Clearstream Banking, société anonyme (“**Clearstream Luxembourg**”), Central Moneymarkets Unit Service (“**CMU Service**”) or another clearing system agreed by the relevant Issuer.

**Selling Restrictions**

No prospectus in relation to the ETCDs will be lodged with, or registered by, the Australian Securities and Investments Commission or the ASX. See “Selling Restrictions” below for further restrictions.

## FORM OF PERMANENT GLOBAL EURO TRANSFERABLE CERTIFICATE OF DEPOSIT

[Euroclear/Clearstream Common Code [\*]]

[CMU Instrument No: [\*]]

[ISIN No: [\*]]

[Certificate No: [\*]]

Series [\*]

### PERMANENT GLOBAL EURO TRANSFERABLE CERTIFICATE OF DEPOSIT

[BY ACCEPTING THIS OBLIGATION, THE HOLDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER)<sup>1</sup>]

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA<sup>2</sup>]

[IN RESPECT OF ETCDS DENOMINATED IN CHINESE YUAN, PURCHASERS OF THE ETCDS SHOULD NOTE THAT THE CHINESE YUAN IS NOT A FREELY CONVERTIBLE CURRENCY. ALL PAYMENTS IN RESPECT OF THE ETCDS WILL BE MADE SOLELY BY TRANSFER TO A CHINESE YUAN BANK ACCOUNT MAINTAINED IN HONG KONG IN ACCORDANCE WITH PREVAILING RULES AND REGULATIONS. THE ISSUER CANNOT BE REQUIRED TO MAKE PAYMENT BY ANY OTHER MEANS (INCLUDING IN BANKNOTES, OR BY CHEQUE OR DRAFT, OR BY TRANSFER TO A BANK ACCOUNT IN THE PRC OR ANYWHERE ELSE OUTSIDE HONG KONG). IN ADDITION, THERE CAN BE NO ASSURANCE THAT ACCESS TO CHINESE YUAN FUNDS FOR THE PURPOSES OF MAKING PAYMENTS ON THE ETCDS OR GENERALLY MAY REMAIN OR MAY NOT BECOME RESTRICTED.<sup>3</sup>]

A resident of Australia, or non-resident of Australia who has engaged in carrying on business in Australia at or through a permanent establishment within Australia, who (directly or indirectly) acquires a relevant interest must disclose its name and address to the Issuer as soon as practicable after acquiring the relevant interest.

A person described in the immediately preceding paragraph who had not complied with that paragraph, will not be entitled to receive any payment of additional amounts from the Issuer (as defined below) on account of a deduction or withholding for Australian tax from amounts payable under or in respect of this obligation made by reason of such non-compliance.

### WESTPAC BANKING CORPORATION [, HONG KONG BRANCH]

---

<sup>1</sup> Use this legend for Discounted ETCDS with a term of 183 days or less

<sup>2</sup> Use this legend for ETCDS with a term of more than 183 days<sup>1</sup>

<sup>3</sup> Use this legend for ETCDS denominated in Chinese Yuan

(ABN 33 007 457 141)

Amount  
and Currency: \_\_\_\_\_

Interest Rate  
(Fixed Rate ETCD only): \_\_\_\_\_

Margin  
(Floating Rate ETCD only ): \_\_\_\_\_

Issue Date: \_\_\_\_\_

Reference Rate  
(Floating Rate ETCD  
only): \_\_\_\_\_

Maturity Date: \_\_\_\_\_

Discount to Yield Rate  
(Discounted ETCD only): \_\_\_\_\_

Interest basis:      \* Fixed Rate ETCD  
                             \* Floating Rate ETCD  
                             \* Discounted ETCD  
                             \* Structured ETCD

Other  
(as specified in the Pricing Supplement as  
defined below): \_\_\_\_\_

Interest Payment Dates (subject to the  
terms and conditions below): The \_\_\_\_\_  
day of the month(s) of \_\_\_\_\_.  
**[Delete if Discounted ETCD]**

Redemption:      This ETCD is redeemable at the option of the Issuer subject to Condition 5.3  
                             [and Condition 5.4] and is:

                             \* redeemable at the option of the holder subject to Condition 5.5. **[OR]**

                             \* not redeemable at the option of the holder.

**[\* delete as applicable]**

This is to certify that there has been deposited with WESTPAC BANKING CORPORATION [, HONG KONG BRANCH] (the **Issuer**) the amount shown above and that the Issuer promises to pay such amount (and any accrued interest subject to and in accordance with the terms and conditions on the reverse of this Certificate [and the pricing supplement (**Pricing Supplement**) dated [\*] issued by the Issuer, a copy of which is attached to this Certificate] **[Delete if no pricing supplement]** to the holder for the time being of this Certificate on the maturity date shown above (the **Maturity Date**) or such other date as may be specified or determined in accordance with the terms and conditions on the reverse of this Certificate, upon presentation of this Certificate at the office of the Issuer's paying agent The Bank of New York Mellon, Hong Kong Branch of Level 12, Three Pacific Place, 1 Queen's Road East, Hong Kong (the **Agent**). Terms defined in the Issuing and Paying Agency Agreement have the same meaning when used in this Certificate unless the context requires otherwise.

[Subject to any provisions to the contrary in the Pricing Supplement, if/If] **[Delete if no pricing supplement]** the Maturity Date is not a Business Day (as defined herein), then the payments hereunder shall be due on the next succeeding Business Day unless such day is the next calendar month in which case such payments shall be due on the immediately preceding Business Day.

Interest shall, subject to and in accordance with the terms and conditions on the reverse of this Certificate, accrue on this Certificate at a rate per centum per annum which is:

- (a) if this Certificate is stated above to be a Fixed Rate Certificate, the Interest Rate specified above; or
- (b) if this Certificate is stated above to be a Floating Rate Certificate, the aggregate from time to time of the Margin specified above and the Reference Rate (as defined on the reverse of this Certificate); or
- (c) as otherwise specified in the Pricing Supplement] **[Delete if no pricing supplement]**,

and shall be payable on the Interest Payment Dates specified above and on the Maturity Date in the currency of this Certificate [or as otherwise specified in the Pricing Supplement]. **[Delete if no pricing supplement]**

The provisions on the reverse of this Certificate form an integral part of this Certificate.

This Certificate is not a protected deposit under, and is not protected by, the Deposit Protection Scheme established by the Hong Kong Deposit Protection Board on 25 September 2006 pursuant to the *Deposit Protection Scheme Ordinance* (Cap. 581).

This Certificate shall not be valid for any purpose until the Certificate of Authentication enfaced on this Certificate has been duly signed on behalf of the Agent (as defined on the reverse of this Certificate) as issuing and paying agent.

Signed (manually or in facsimile) in [\*] for and on behalf of **WESTPAC BANKING CORPORATION [, HONG KONG BRANCH]** by:

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Authorised signatory

#### **Certificate of Authentication**

Authenticated without recourse, warranty or liability by The Bank of New York Mellon, Hong Kong Branch as issuing and paying agent.

By:

\_\_\_\_\_  
Authorised signatory

[ON REVERSE OF ETCD]

This certificate is comprised in one of several series of certificates (each, a **Certificate** or an **ETCD**) which may be issued pursuant to an amended and restated programme agreement dated 6 April 2005 (as amended and restated from time to time) (the **Programme Agreement**) between Westpac Banking Corporation and Westpac Banking Corporation, Hong Kong Branch as Issuers, Westpac Banking Corporation, Hong Kong Branch as Arranger and Dealer and The Bank of New York Mellon, Hong Kong Branch as Issuing and Paying Agent.

[This Certificate is issued in conjunction with the Pricing Supplement dated [\*] a copy of which is attached and which forms an integral part of this Certificate.] **[Delete if no pricing supplement]**

Under an amended and restated issuing and paying agency agreement dated 22 March 2013 (as amended, restated and novated from time to time) (the **Issuing and Paying Agency Agreement**), The Bank of New York Mellon, Hong Kong Branch is the issuing and paying agent (the **Agent**).

In acting under the Issuing and Paying Agency Agreement and in connection with the Certificates, the Agent will act solely as agent of the Issuer and not on behalf of holders of the Certificates.

Copies of the Programme Agreement and the Issuing and Paying Agency Agreement may be inspected during normal business hours at the specified office of the Agent.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Unless the context requires otherwise the following terms have the following meanings [, and capitalised terms not defined in this Certificate shall have their meanings as specified in the Pricing Supplement] **[Delete if no pricing supplement]**.

**365 Day Currency** means Hong Kong dollars, Chinese Yuan and any other currency for which the market practice in Hong Kong is to calculate interest on the basis of a 365 day year.

**Additional Business Centre(s)** means the city or cities specified as such in the relevant Pricing Supplement.

**Alternative Currency** means any currency (other than an Approved Currency):

- (a) which is accepted for settlement by a Clearing System;
- (b) in respect of which the Agent is willing to act as issuing and paying agent, or else for which another issuing and paying agent has been appointed and approved by each Dealer;
- (c) in respect of which the relevant Dealer has received evidence reasonably satisfactory to it that:
  - (i) all necessary Authorisations have been obtained for the issue of ETCDs in that currency; and
  - (ii) the issue of such ETCDs is not contrary to any law.

**Alternative Currency ETCD** means an ETCD denominated in an Alternative

Currency.

**Approved Currency** means Australian dollars, United States dollars, New Zealand dollars, Japanese Yen, Euro, Hong Kong dollars and Chinese Yuan.

**Australian dollars** or **A\$** means the lawful currency of the Commonwealth of Australia from time to time.

**Authorisation** includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a Governmental Agency; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

**Bank** means Westpac Banking Corporation.

**BBSW** means, in respect of the applicable Interest Period:

- (a) the rate per cent per annum determined by the Agent to be the arithmetic mean (rounded upwards, if necessary, to five decimal places) of the rates displayed at or about 10.10 a.m. (Sydney time) on the relevant Interest Determination Date on the Reuters screen on page BBSW for the buying of bills of exchange accepted by major Australian banks having a term equal or equivalent to the relevant Interest Period; or
- (b) if no such rate is available, the rate per cent per annum obtained by the Agent from a major bank in the relevant interbank market (such bank to be selected in good faith by the Agent for the purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market) at which that bank is offering at or about 10.10 a.m. (Sydney time) on the relevant Interest Determination Date to buy bills of exchange accepted by major Australian banks in an aggregate amount of A\$10,000,000 and for a term equal or equivalent to the relevant Interest Period.

**BKBM** means, in respect of any applicable Interest Period:

- (a) the rate per cent per annum displayed at or about 10.45 a.m. (Wellington time) on the Reuters screen on page BKBM (or its successor or equivalent page) on the relevant Interest Determination Date as the bank bill "FRA settlement rate" for bank bills having a term equal or equivalent to the relevant Interest Period and rounded up (if necessary) to five decimal places; or
- (b) if no such rate is available, the rate of discount expressed as a percentage yield to maturity per annum (calculated, converted and rounded up by the Agent in the manner referred in paragraph (a) above), at which a major bank in the relevant interbank market (such bank to be selected in good faith by the Agent for the purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market) is prepared to purchase bills accepted by itself on the relevant Interest Determination Date which have an aggregate face amount of NZ\$2,000,000 and term equal or equivalent to the relevant Interest Period.

**Business Day** means:

- (a) a day on which banks and foreign exchange markets settle payments generally in Hong Kong and Sydney; and
- (b)
  - (i) if so specified in the relevant Pricing Supplement, each (if any) Additional Business Centre; or
  - (ii) if there is no Pricing Supplement:
    - (A) in respect of US\$ ETCDs, or payments in US dollars, New York;
    - (B) in respect of ¥ ETCDs, or payments in Japanese Yen, Tokyo;
    - (C) in respect of NZ\$ ETCDs, or payments in NZ dollars, Wellington;
    - (D) in respect of EUR ETCDs, or payments in EUR, a day on which TARGET 2 is operating credit or transfer instructions in respect of payments in Euro;
    - (E) in respect of HK\$ ETCDs, or payments in HK dollars, Hong Kong;
    - (F) in respect of C¥ ETCDs, or payments in Chinese Yuan, Hong Kong; and
    - (G) in respect of Alternative Currency ETCDs, or in respect of payments in an Alternative Currency, the principal financial centre of that currency; and
- (c) in relation to the issue of or a payment under any ETCD, a day on which the relevant Clearing System is open for transacting business of the nature contemplated by the relevant ETCD.

**Business Day Convention**, in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (a) “Following Business Day Convention” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (b) “Modified Following Business Day Convention” or “Modified Business Day Convention” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (c) “Preceding Business Day Convention” means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (d) “FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention” means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred provided, however that:

- (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (e) “No Adjustment” means that the relevant date shall not be adjusted in accordance with any Business Day Convention.

**Chinese Yuan, CNY, Renminbi** or **C ¥** means the lawful currency of the People’s Republic of China.

**C ¥ ETCD** means an ETCD denominated in Chinese Yuan.

**Class** means a tranche of ETCDs issued on the same date and the terms of which are identical in all respects and form one single series.

**Clearing System** means Euroclear, Clearstream Luxembourg, the CMU Service or another clearing system agreed by the Issuer.

**Clearstream Luxembourg** means Clearstream Banking Luxembourg or its successor.

**CMU Main Account** means an account, other than a custody account, within the CMU Service of a person who has entered into an appropriate membership agreement with the Hong Kong Monetary Authority.

**CMU Rules** means the rules and regulations of CMU Service.

**CMU Service** means the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority.

**Day Count Fraction** means, in respect of the calculation of an amount for any period of time (a **Calculation Period**), such day count fraction as may be specified in the Pricing Supplement and:

- (a) if “Actual/365 (fixed)” is so specified, the actual number of days in the Interest Period in respect of which payment is being made divided by 365;
- (b) if “Actual/365” or “Actual/Actual” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if “Actual/360” is so specified, means the actual number of days in the Calculation Period divided by 360; and
- (d) if “Actual/Actual-ISMA” is so specified, means

- (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
- (ii) if the Calculation Period is longer than one Determination Period, the sum of:
  - (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
  - (B) the number of days in such Calculation Period falling in the next Determination Period divide by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

**Determination Period** means the period from and including an Interest Determination Date in any year to but excluding the next Interest Determination Date.

- (e) if “30/360” or “Eurobond Basis” is so specified, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

**Deed of Covenant** means the deed of covenant dated 7 February 2002 (as amended and restated from time to time) by the Bank.

**Definitive Certificate** means a Certificate in bearer form and otherwise in the form of this Certificate with:

- (a) a face amount of such other amount in the currency of this Certificate (being an amount equal to or less than the face amount of this Certificate) as the Agent may determine;
- (b) the deletion of this definition and Condition 15; and
- (c) the same Issue Date, Maturity Date, interest basis and (as applicable) Interest Rate as this Certificate.

**Denomination**, in respect of each A\$ ETCD, US\$ ETCD, ¥ETCD, EUR ETCD, NZ\$ ETCD, HK\$ ETCD or C¥ ETCD means, respectively, A\$100,000, US\$100,000, ¥100,000,000, EUR100,000, NZ\$100,000, HK\$1,000,000 and C¥1,000,000, unless specified otherwise in any relevant Pricing Supplement.

**Early Redemption Amount** means, in relation to a Certificate which is stated on its face to be a Discounted ETCD, the amount calculated by the Agent in accordance with the formula:

$$\text{ERA} = \frac{\text{FA}}{1 + \frac{(\text{A} \times \text{N})}{360}}$$

where:

ERA is the Early Redemption Amount for this Certificate;

FA is the face amount of this Certificate;

A is the discount to yield rate that was applied in determining the amount actually paid to the Issuer on subscription for this Certificate; and

N is the number of days from and including the date with respect to which the Early Redemption Amount is to be calculated to but excluding the Maturity Date specified on the face of this Certificate, except that if this Certificate is denominated in a 365 Day Currency, "360" shall be replaced by "365".

A certificate of the Agent as to any such calculation shall be conclusive unless the calculation is proved to be false.

**EURIBOR** means, in respect of the applicable Interest Period:

- (a) the rate per cent per annum determined by the Agent to be the (rounded upwards, if necessary, to the nearest fifth decimal place) rate displayed at or about 11:00am (Brussels time) on the relevant Interest Determination Date on the Reuters page EURIBOR01 for the making of deposits in Euro for a term equal or equivalent to the relevant Interest Period; or
- (b) if no such rate is available, then the rate per cent per annum obtained by the Agent from a major bank in the relevant interbank market (such bank to be selected in good faith by the Agent for the purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market) at which that bank is offering deposits for an amount of approximately EUR10,000,000 for a term equal or equivalent to the relevant Interest Period to prime banks in the Euro-zone interbank market at or about 11.00 a.m. (Brussels time) on the relevant Interest Determination Date.

**Euro** or **EUR** means the single currency of the participating member states of the European Union introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union.

**EUR ETCD** means an ETCD denominated in Euro.

**Euroclear** means Euroclear Bank S.A./N.V., or its successor.

**Euro-zone** means the region comprised of those participating member states of the European Union the lawful currency of which is the Euro.

**Event of Default** means any of the events in Condition 7A.1 of this Certificate.

**Excluded Tax** means in respect of any payment, any Tax:

- (a) imposed on overall net income by any jurisdiction on, or on a third party on behalf of, the intended payee who is liable for such Tax in respect of the payment by reason of his having some connection with that jurisdiction other than the mere ownership or holding of this Certificate, or the receipt of monies in respect of this Certificate;

- (b) imposed in Australia pursuant to any notice or requirement made under section 255 of the Tax Act or section 260-5 of the Taxation Administration Act 1953 of the Commonwealth of Australia or other similar legislation requiring a party to deduct from any payment to any other party to an ETCD any amount in respect of Australian Tax payable by that other party;
- (c) which the payee could lawfully and reasonably avoid (but has not avoided) by complying (or procuring that any third party complies) with any statutory requirements or by making (or procuring that any third party makes) a declaration of non-residence or other similar claim for exemption;
- (d) on any amount payable to, or to a third party on behalf of, the intended payee who is liable for the Tax by reason only of his being an associate (as defined in section 128F(9) of the Tax Act) of the Issuer;
- (e) in respect of any amount payable to, or to a third party on behalf of, the intended payee where, under the tax laws of the Commonwealth of Australia, a determination has been made by the Commissioner of Taxation that withholding tax is payable in respect of the payment in circumstances where the intended payee is party to or participated in a scheme to avoid withholding tax, being a scheme which the Issuer neither was party to nor participated in;
- (f) payable where the intended payee requests payment more than 30 days after the date on which such payment first became due and the Agent had received from the Issuer the full amount of moneys necessary for such payment, except to the extent that the intended payee would have been entitled to additional amounts under this Certificate on requesting payment on the last day of the period of 30 days assuming whether or not such is in fact the case, that day to have been a Business Day;
- (g) imposed in Australia on, or on a third party on behalf of, an Australian resident payee or a non-resident carrying on business in Australia at or through a permanent establishment (as defined in section 6(1) of the Tax Act) in Australia, if that payee is the Holder or owner of this Certificate and has not supplied an appropriate Australian Business Number or tax file number or exemption details;
- (h) required to be withheld or deducted under or in connection with FATCA; or
- (i) as may be specified in the Pricing Supplement.

**FATCA** means sections 1471-1474 of the United States Internal Revenue Code or any provisions of any legislation of any jurisdiction of similar purpose or effect, and any related regulations or guidance, or any of the following in connection with those sections or provisions: any legislation adopted by any other jurisdiction, any agreement with any Governmental Agency or any intergovernmental agreement.

**Financial Indebtedness** means any indebtedness, present or future, actual or contingent in respect of moneys borrowed or raised or any financial accommodation whatever, and includes indebtedness under or in respect of any negotiable or other financial instrument, guarantee or indemnity.

**Governmental Agency** means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

**GST** means the goods and services tax imposed by A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth of Australia and related legislation.

**HIBOR** means, in respect of the applicable Interest Period:

- (a) the rate per cent per annum quoted on the Reuters page HKABHIBOR at or about 11.00 a.m. (Hong Kong time) on the relevant Interest Determination Date as the offered rate for Hong Kong dollar deposits for a term equal or equivalent to the Interest Period; or
- (b) if no such rate is available, the rate per cent per annum obtained by the Agent from a major bank in the relevant interbank market (such bank to be selected in good faith by the Agent for the purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market) of the rate at which that bank offers to leading banks for Hong Kong dollar deposits in Hong Kong for the relevant interest period as at about 11.00 a.m. (Hong Kong time) on the relevant Interest Determination Date.

**HK\$ ETCD** means an ETCD denominated in Hong Kong dollars.

**Holder** means the person for the time being who is the bearer of this Certificate or, as the context requires, the bearer of any other ETCD.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Hong Kong Business Day** means a day (other than a Saturday or Sunday) on which commercial banks are open for normal banking business in Hong Kong.

**Hong Kong dollars** or **HK\$** means the lawful currency of Hong Kong from time to time.

**Interest Determination Date** means:

- (a) in respect of an Interest Period, the second Business Day prior to the commencement of such Interest Period; or
- (b) such other date as is the market practice applicable to the relevant jurisdiction or currency.

**Interest Payment Date** means each date in each year specified as an Interest Payment Date on the face of this Certificate with the first period commencing on the Issue Date and the last period ending on the Maturity Date or other date, if any, fixed for redemption of this Certificate under these terms and conditions and, if a Business Day Convention is specified in the relevant Pricing Supplement:

- (a) as the same may be adjusted in accordance with the relevant Business Day Convention; and
- (b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

**Interest Period** means each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

**Interest Rate** means the interest rate per cent per annum specified on the face of this Certificate or otherwise specified in any Pricing Supplement.

**Issue Date** means the Issue Date specified on the face of this Certificate.

**Japanese Yen** or **¥** means the lawful currency of Japan from time to time.

**JPY LIBOR** means, in respect of an Interest Period:

- (a) the rate per cent per annum determined by the Agent which appears on the Reuters page 3750 or LIBOR01 as the rate for deposits in Japanese Yen for a term equal or equivalent to the relevant Interest Period at or about 11.00 a.m. (London time) on the relevant Interest Determination Date; or
- (b) if no such rate is available, then the rate per cent per annum obtained by the Agent from a major bank in the relevant interbank market (such bank to be selected in good faith by the Agent for the purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market) at which that bank is offering deposits for an amount of approximately 100,000,000 Japanese Yen for a term equal or equivalent to the relevant Interest Period to prime banks in the London interbank market at or about 11.00 a.m. (London time) on the relevant Interest Determination Date.

**LIBOR** means, in respect of the applicable Interest Period:

- (a) the rate per cent per annum determined by the Agent to be the arithmetic mean (rounded upwards, if necessary, to the nearest fifth decimal place) of the rates displayed at or about 11.00 a.m. (London time) on the relevant Interest Determination Date on the Reuters page 3750 or LIBOR01 as the rates for deposits in United States dollars for a term equal or equivalent to the relevant Interest Period; or
- (b) if no such rates are available, then the rate per cent per annum obtained by the Agent from a major bank in the relevant interbank market (such bank to be selected in good faith by the Agent for the purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market) of the rates at which that bank is offering deposits for an amount of approximately US\$10,000,000 for a term equal or equivalent to the relevant Interest Period to prime banks in the London interbank market at or about 11.00 a.m. (London time) on the relevant Interest Determination Date.

**Margin** means the interest rate margin per cent per annum specified on the face of this Certificate or as otherwise specified in any Pricing Supplement.

**Maturity Date** means, in relation to an ETCD:

- (a) the date specified as the Maturity Date in the relevant Pricing Supplement; or
- (b) if there is no Pricing Supplement, the date specified in the relevant ETCD to be the Maturity Date.

**New Zealand dollars** or **NZ\$** means the lawful currency of New Zealand from time to time.

**Outstanding Principal Amount** means the principal amount outstanding on this Certificate from time to time (being the face amount of this Certificate less any previous principal repayments and as varied by any indexation in respect of this

Certificate if its capital is indexed) and, for the purposes of calculating interest payable under the Certificate, will be the principal amount outstanding as at the first day of the Interest Period (unless otherwise specified in any relevant Pricing Supplement).

**Pricing Supplement** means the pricing supplement prepared (if any) in relation to a Class of ETCDs and which is in substantially the form of Annexure A to the Programme Agreement or in such other form as may be agreed between the Issuer and the relevant Dealers named as such in the pricing supplement.

**Reference Rate** means BBSW, BKBM, EURIBOR, HIBOR, JPY LIBOR, LIBOR, or such other rate as may be appropriate or specified in the relevant Pricing Supplement.

**Same Day Funds** means, in respect of any currency, the manner of payment in that currency specified by the Agent to the Issuer as being customary at the time for the settlement of international transactions in that currency of the type contemplated by the Transaction Documents.

**TARGET 2** means the Trans-European Automated Real-time Gross-settlement Express Transfer system or any successor to it.

**Tax** includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding which is levied or imposed by a Governmental Agency in the Commonwealth of Australia or Hong Kong or any amount deducted or withheld under or in connection with FATCA, and any related interest, penalty, charge, fee but excludes any GST. **Taxation** is construed accordingly.

**Tax Act** means the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 of the Commonwealth of Australia.

**Transaction Document** means:

- (a) the Programme Agreement;
- (b) the Deed of Covenant;
- (c) the Issuing and Paying Agency Agreement;
- (d) any ETCD;
- (e) any Deposit Agreement;
- (f) any Pricing Supplement;
- (g) any document which the Dealers and the Issuer agree in writing is to be a Transaction Document; or
- (h) a document or agreement entered into or provided under or in connection with, or for the purpose of amending or novating, any of the above.

**US dollars, United States dollars or US\$** means the lawful currency of the United States of America from time to time.

**US\$ ETCD** means an ETCD denominated in US dollars.

**¥ ETCD** means an ETCD denominated in Japanese Yen.

## 1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a Condition or Schedule is a reference to a condition or schedule of this Certificate.
- (e) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of the foregoing.
- (f) A reference to a party to this Certificate or another agreement or document includes the party's successors and permitted substitutes or assigns.
- (g) A reference to an agreement or document is to the agreement or document as amended, novated, supplemented or replaced from time to time.
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to **writing** includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (j) Mentioning anything after **include**, **includes** or **including** does not limit what else might be included.
- (k) A reference to a particular page of the Reuters screen or monitor includes a reference to such other page, or such other page of such other service, as may replace it.

### **1.3 Conflict with Pricing Supplement**

In the event of any conflict between these terms and conditions and a Pricing Supplement, the terms of the Pricing Supplement shall prevail.

## **2. STATUS**

### **2A. Status – ETCDs**

This Certificate constitutes direct, unsecured and unsubordinated obligations of the Issuer ranking equally among themselves and with all other unsecured indebtedness of the Issuer (other than indebtedness preferred by mandatory provisions of law).

### **2B. General**

Westpac is an “authorised deposit-taking institution” (**ADI**) as that term is defined under the *Banking Act 1959* of Australia (**Banking Act**). Under sections 13A(3) and 16(2) of the *Banking Act* and section 86 of the *Reserve Bank Act 1959* of Australia (**Reserve Bank Act**), certain debts of Westpac are preferred by law, as described below.

Section 13A(3) of the *Banking Act* provides that, in the event an ADI becomes unable to meet its obligations or suspends payment, the ADI's assets in Australia are available to meet specified liabilities of the ADI in priority to all other liabilities of the ADI (including, in the case of Westpac, the ETCDs). These specified liabilities

include certain obligations of the ADI to the Australian Prudential Regulation Authority (**APRA**) in respect of amounts payable by APRA to holders of protected accounts, other liabilities of the ADI in Australia in relation to protected accounts, debts to the Reserve Bank of Australia (**RBA**) and certain other debts to APRA. A “protected account” is either (a) an account where Westpac is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account, or (b) another account or financial product prescribed by regulation.

Under section 16(2) of the Banking Act, certain other debts of Westpac due to APRA shall in a winding-up of Westpac have, subject to section 13A(3) of the Banking Act, priority over all other unsecured debts of Westpac. Further, section 86 of the Reserve Bank Act provides that in a winding-up of Westpac, debts due by Westpac to the RBA shall, subject to section 13A(3) of the Banking Act, have priority over all other debts of Westpac.

ETCDs do not constitute protected accounts for the purposes of the Banking Act. Unless expressly stated otherwise, Westpac does not make any representation as to whether the ETCDs, or any of them, would constitute deposit liabilities in Australia for the purposes of the Banking Act.

The liabilities which are preferred by law to the claim of a holder in respect of an ETCD will be substantial and these terms and conditions do not limit the amount of such liabilities which may be incurred or assumed by Westpac from time to time.

## **2C No Set-off**

No Holder shall be entitled to set-off against any amounts due in respect of the ETCDs held by such Holder any amount held by the Holder to the credit of the Issuer whether in any account, in cash or otherwise, nor any deposit with, advances to or debts of the Issuer, nor any other amount owing by the Holder to the Issuer on any account whatsoever, nor shall any Holder be entitled to effect any reduction of the amount due to such Holder in respect of an ETCD by merger of accounts or lien or the exercise of any other rights the effect of which is or may be to reduce the amount due in respect of that ETCD in breach of these terms and conditions.

## **3. INTEREST**

### **3.1 Accrual**

Unless the interest basis of this Certificate is stated on its face to be Discounted ETCD, it will bear interest from and including the Issue Date in accordance with this Condition 3 and will cease to bear interest from and including the Maturity Date or other date, if any, fixed for redemption of this Certificate under these terms and conditions.

### **3.2 Fixed Rate ETCDs**

The provisions of this Condition 3.2 apply only if this Certificate is stated on its face to be a Fixed Rate ETCD.

- (a) Interest will accrue and be due and payable on this Certificate in respect of each Interest Period on the Interest Payment Date at the end of that Interest Period.
- (b) The amount of interest payable per Denomination in respect of each Interest Period shall be the amount calculated by applying the Interest Rate to the Denomination, multiplying such sum by the Day Count Fraction and rounding the resultant figure to the nearest unit of the relevant Approved Currency (half of such a unit being rounded upwards).

### **3.3 Floating Rate ETCDs**

The provisions of this Condition 3.3 apply only if this Certificate is stated on its face to be a Floating Rate ETCD.

- (a) Interest will accrue and be due and payable on this Certificate in respect of each Interest Period on the Interest Payment Date at the end of that Interest Period. The rate of interest payable in respect of each such Interest Period shall be the rate calculated by the Agent to be the aggregate of the Margin and the Reference Rate on the Interest Determination Date for the Interest Period concerned. The amount per Denomination shall be that calculated by multiplying the relevant interest rate by the Denomination, multiplying such product by the Day Count Fraction and rounding the resultant figure to the nearest unit of the relevant Approved Currency (half of such a unit being rounded upwards), except that if the Pricing Supplement specifies a specific amount in respect of such period, the amount of interest payable in respect of this Certificate for such period will be equal to such specified amount.
- (b) If, on any Interest Determination Date, the Agent is required but is unable to determine the Reference Rate in the manner provided in the definitions of BBSW, BKBM, LIBOR, EURIBOR, JPY LIBOR, HIBOR, or otherwise in accordance with the definition of Reference Rate (as applicable), the Reference Rate for the next Interest Period shall be the rate which the Agent determines is the most recently available rate displayed on the electronic screen page as specified in the definition of the relevant Reference Rate or, if there is no applicable electronic screen page for the relevant Reference Rate, the Reference Rate in effect on such Interest Determination Date.
- (c) The Agent shall, as soon as practicable on or after each Interest Determination Date, determine the interest rate and the amount of interest payable on this Certificate by applying the interest rate to the Denomination, multiplying such product by the Day Count Fraction; and rounding the resultant figure to the nearest unit of the relevant Approved Currency (half of such a unit being rounded upwards). If this Certificate is to be redeemed otherwise than on the Maturity Date and the Agent is notified of the redemption date after it has made a determination under this paragraph in respect of the Interest Period in which the redemption date will fall, it shall promptly recalculate the amount of interest to be paid on that date on the basis that such redemption date is the last day in such Interest Period.

### **3.4 Structured ETCDs**

If the interest basis of this Certificate is stated on its face to be Structured ETCD, then interest shall be calculated in the manner agreed by the Agent and the Issuer as set out in Schedule 1.

### **3.5 Maximum or Minimum Interest Rate**

If any Maximum Interest Rate or Minimum Interest Rate is specified in the Pricing Supplement, then the interest rate applicable to this Certificate shall be no greater than the maximum or less than the minimum so specified.

### **3.6 Recording of interest payments**

The provisions of this Condition 3.6 apply to this Certificate in all cases.

- (a) The Agent's certificate as to the amount on which and the rate at which interest accrues during any Interest Period in respect of this Certificate and as to the amount of interest accrued in respect of this Certificate during any Interest Period or part thereof shall (unless proved to be false) be conclusive

and binding on the Holder.

- (b) The Agent shall, on written request by the Holder, notify the Holder of the interest rate and amount of interest applicable to this Certificate in respect of the current or any past Interest Period in respect of this Certificate.
- (c) A record of an interest payment endorsed on this Certificate and signed by an authorised signatory of the Agent shall be conclusive evidence of the discharge of the obligations of the Issuer in respect of such interest payment.

### **3.7 Day Count Fraction**

If no Day Count Fraction is specified in a Pricing Supplement interest calculations under this Condition 3 shall be made on the basis of the actual number of days in the relevant Interest Period divided by 360 (or 365 if this Certificate is denominated in a 365 Day Currency).

## **4. PRESCRIPTION**

This Certificate will become void unless presented for redemption within a period of 6 years from the Maturity Date or other due date for redemption or, if the Issuer does not make the funds necessary for redemption available to the Agent on or before such Maturity Date, then within a period of 6 years from the date on which such funds are so made available and the Agent notifies the Holder in accordance with Condition 10 (*Notices*) below.

## **5. REDEMPTION AND PAYMENT**

### **5.1 Repayment**

Conditions 5.2 to 5.6 are subject to the terms of any Pricing Supplement.

### **5.2 Redemption at face amount**

Except to the extent previously repaid or any Pricing Supplement provides otherwise, this Certificate shall be redeemed at its maturity redemption amount (***Maturity Redemption Amount***) (which shall be its Outstanding Principal Amount or such other redemption amount as may be specified or determined in accordance with the Pricing Supplement) together with accrued interest (if any) on the Maturity Date.

### **5.3 Early redemption by Issuer for tax reasons**

If the Issuer satisfies the Agent immediately prior to the giving of the notice referred to below that the Issuer would be required to make any payment of an additional amount to the Holder under Condition 6, then the Issuer may redeem this Certificate and each other outstanding Certificate in the same Class as this Certificate in respect of which payment would also be required under Condition 6:

- (a) if the interest basis of this Certificate is stated on its face to be Discounted ETCD, at the Early Redemption Amount calculated as at the Early Redemption Date (as defined below); or
- (b) if the interest basis of this Certificate is stated on its face to be Floating Rate ETCD or Fixed Rate ETCD, at its face amount together with interest accrued to the Early Redemption Date (as defined below); or
- (c) if the interest basis of this Certificate is stated on its face to be Structured ETCD, at such early redemption amount as may be specified in, or determined in accordance with, the Pricing Supplement together with interest accrued (if any) to the Early Redemption Date (as defined below),

upon giving not less than 20 nor more than 35 Business Days' notice to the Agent, such notice to specify the date (the **Early Redemption Date**) (being a Business Day) on which redemption is to occur (which must be an Interest Payment Date).

For the avoidance of doubt, if the Issuer redeems this Certificate early in accordance with this Condition 5.3, Condition 6 shall apply to all amounts due or paid to the Holder on or before the Early Redemption Date, including amounts paid under this Condition 5.3.

#### **5.4 Early optional redemption by Issuer**

If Early Optional Redemption is specified in the relevant Pricing Supplement as being applicable, this Certificate may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Pricing Supplement, in part on any Optional Redemption Date at the relevant Optional Redemption Amount on the Issuer's giving not less than 5 days' notice (or such other notice period as may be specified in the relevant Pricing Supplement) to the Holder in accordance with Condition 10 (*Notices*) (which notice shall be irrevocable and shall oblige the Issuer to redeem all of the ETCDs of the relevant Series or, as the case may be, the ETCDs specified in such notice on the relevant Optional Redemption Date at the Optional Redemption Amount plus accrued interest (if any) to such date).

The Issuer may not exercise such option in respect of this Certificate if it is the subject of the prior exercise by the Holder of its option to require the redemption of this Certificate under Condition 5.5 (*Early redemption by Holder*).

#### **5.5 Early redemption by Holder**

The provisions of this Condition 5.5 apply only if this Certificate is stated on its face to be redeemable at the option of the Holder, in which case the Holder may redeem this Certificate prior to the Maturity Date on and subject to the following conditions.

- (a) The Holder must give not less than 30 days' notice to the Agent of its intention to redeem this Certificate pursuant to this Condition 5.5, such notice to specify the date on which redemption is to occur (which shall be an Interest Payment Date).
- (b) On the date fixed for redemption pursuant to this Condition 5.5 the Issuer shall redeem this Certificate:
  - (i) if this Certificate is stated on its face to be a Discounted ETCD, at the Early Redemption Amount calculated as at the date fixed for redemption;
  - (ii) if this Certificate is stated on its face to be a Floating Rate ETCD or a Fixed Rate ETCD, at its face amount together with interest accrued to the date fixed for redemption; or
  - (iii) if the interest basis of this ETCD is stated on its face to be Structured ETCD, at such early redemption amount as may be specified in, or determined in accordance with, the Pricing Supplement together with interest accrued (if any) to the date fixed for redemption,

in accordance with the directions given to the Agent in the relevant notice.

- (c) If this Certificate is lodged with the CMU Service by any person(s) for whose account(s) interests in this Certificate are credited as being held by the CMU

Service in accordance with CMU Rules, by that/those person(s), at the same time as giving a notice to the Agent under this Condition 5.5, the Holder shall complete a transfer of the relevant interest(s) in this Certificate as credited with the CMU Service, to such account maintained by the Bank with the CMU Service as is specified on the form of notice provided by the Bank at its principal office for the time being in Hong Kong.

## **5.6 Method of payment**

All payments due under this Certificate shall be made upon presentation and surrender of this Certificate at the office of the Agent in the currency of this Certificate in Same Day Funds at the option of the Holder by:

- (a) (other than for Chinese Yuan) delivery in Hong Kong (or other country acceptable to the Agent) of a cheque drawn on a bank;
- (b) transfer to an account maintained by the Holder with a bank in Hong Kong (or other country acceptable to the Agent);
- (c) if this Certificate is held in a Clearing System, transfer to an account of the Clearing System by giving appropriate instructions to credit such account in accordance with the relevant procedures; or
- (d) if this Certificate is held by the CMU Service, by transfer to the person(s) for whose account(s) interests in this Certificate are credited as being held by the CMU Service in accordance with the CMU Rules,

without set-off or counterclaim and without deduction or withholding for or on account of any Taxes other than Excluded Taxes unless required by law.

Such payments will be made against presentation of this Certificate at the specified office of the Agent located outside the United States and its possessions.

## **5.7 Failure to present Certificate for payment**

The Issuer shall not be liable for any payment of interest in respect of moneys not paid to the Holder by virtue of a failure to present, or any delay in presenting, this Certificate for payment.

## **5.8 Issuer may purchase Certificates**

The Issuer may purchase this Certificate. If the Issuer purchases this Certificate, it may, at its option, cancel or resell this Certificate at any time before the Maturity Date. Any such purchase by the Issuer shall not extinguish its obligations under this Certificate unless and until it is cancelled.

## **5.9 Inconvertibility, Non-transferability or Illiquidity of C¥**

Notwithstanding any other provision in these terms and conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able, or it would be impracticable for it, to satisfy any payment due under this Certificate, the Issuer shall, on giving not less than 5 and not more than 30 days' irrevocable notice to the Holders prior to the due date for the relevant payment, settle such payment in the Relevant Currency on the due date at the Relevant Currency Equivalent of the relevant C¥ denominated amount.

In such event, payment of the Relevant Currency Equivalent of the relevant amounts due under this Certificate shall be made in accordance with Condition 5.6.

In this Condition 5.9:

**“Governmental Authority”** means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets of Hong Kong (including the Hong Kong Monetary Authority);

**“Illiquidity”** means the general C¥ exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain a sufficient amount of C¥ in order to satisfy in full its obligation to make any payment due under this Certificate;

**“Inconvertibility”** means the occurrence of any event that makes it impossible or impracticable for the Issuer to convert any amount due in respect of this Certificate in the general C¥ exchange market in Hong Kong, other than where such impossibility or impracticability is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date on which agreement is reached to issue this Certificate and it is impossible or impracticable for the Issuer due to an event beyond its control, to comply with such law, rule or regulation);

**“Non-transferability”** means the occurrence of any event that makes it impossible or impracticable for the Issuer to deliver C¥ between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility or impracticability is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date on which agreement is reached to issue this Certificate and it is impossible or impracticable for the Issuer due to an event beyond its control, to comply with such law, rule or regulation);

**“Rate Calculation Business Day”** means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong and the principal financial centre of the Relevant Currency;

**“Rate Calculation Date”** means the day which is two Rate Calculation Business Days before the due date of the relevant amount under these terms and conditions;

**“Relevant Currency”** means United States dollars or such other currency as may be specified in the applicable Pricing Supplement;

**“Relevant Currency Equivalent”** means the C¥ denominated amount converted into the Relevant Currency using the Spot Rate for the relevant Rate Calculation Date; and

**“Spot Rate”**, for a Rate Calculation Date, means the spot rate between C¥ and the Relevant Currency as determined by the Calculation Agent at or around 11.00 a.m. (Hong Kong time) on such date in good faith and in a reasonable commercial manner; and if a spot rate is not readily available, the Calculation Agent may determine the rate taking into consideration all available information which the Calculation Agent deems relevant, including pricing information obtained from the C¥ non-deliverable exchange market in Hong Kong or elsewhere and the People's Republic of China domestic foreign exchange market.

## **6. DEDUCTION OR WITHHOLDING FOR TAX**

### **6.1. Payments made free and clear**

All payments under this Certificate will be paid free and clear of, and without withholding or deduction for any present and future Taxes unless required by law. If

the Issuer is required to make a deduction or withholding in respect of Tax (other than Excluded Tax) from any payment to be made under this Certificate then the Issuer must pay to the Holder an additional amount to ensure that it receives when due and retains a net amount (after payment of any Tax (other than Excluded Tax) in respect of each additional amount) that is equal to the full amount it would have received and retained had a deduction or withholding or payment of Tax (other than Excluded Tax) not been made.

## 6.2. FATCA

If any payment under this Certificate is subject to deduction or withholding under or in connection with FATCA, the amount so deducted or withheld will be treated as paid under this Certificate for all purposes, and no additional amounts will be payable by the Issuer or the Agent with respect to such deduction or withholding.

## 7. EVENTS OF DEFAULT

### 7A. ETCDs

The following provisions are applicable to ETCDs with a term of 364 days or more.

**7A.1** Each of the following is an **Event of Default**, whether or not within the control of the Issuer, in relation to the ETCDs of any Class:

- (a) **(winding-up)**: an order is made, or an effective resolution is passed, for the winding-up of the Issuer otherwise than for the purposes of an amalgamation, merger or reconstruction not involving a bankruptcy or insolvency;
- (b) **(receiver)**: a receiver, receiver and manager, administrator, liquidator (provisional or otherwise), official manager, trustee or similar officer is appointed in respect of the whole or any substantial part of the assets or undertaking of the Issuer or distress or execution is levied or enforced upon or sued out against any substantial part of the assets or undertaking of the Issuer and such appointment is not terminated or such distress or execution is not removed, paid out or otherwise discharged within 30 days unless the same is being contested in good faith;
- (c) **(cessation of business)**: the Issuer ceases to carry on all or substantially all of its business other than under or in connection with an amalgamation, merger or reconstruction not involving a bankruptcy or insolvency;
- (d) **(insolvency)**: the Issuer is unable to pay its debts when they fall due;
- (e) **(failure to perform)**: the Issuer fails:
  - (i) to pay any amount of interest due in respect of any ETCD of the relevant Class within 14 days of the due date for payment or fails to pay any amount of principal in respect of an ETCD of the relevant Class within 7 days of the due date for payment; or
  - (ii) to perform any other obligation under any ETCD of the relevant Class and (except where such default is incapable of remedy in which case no such continuation or notice, as is hereinafter mentioned, will be required) such default has not been remedied within 30 days of receipt of written notice by the Issuer from any holder of an ETCD of the relevant Class requiring the obligation to be performed; or
- (f) **(Pricing Supplement)** any other event specified in the Pricing Supplement

applicable to any ETCD of the relevant Class as constituting an Event of Default for the purposes of these terms and conditions occurs in respect of that ETCD.

#### **7A.2 Consequences of Event of Default**

On the occurrence of any Event of Default, and at any subsequent time, the Holder may, by presentation of this Certificate to the specified office of the Agent, effective upon such presentation, declare all moneys owing under this Certificate to be immediately due and payable without notice, presentation, protest, demand, notice of dishonour or any other demand or notice whatsoever all of which are hereby expressly waived by the Issuer.

#### **7A.3 Moneys owing under this Certificate**

The reference in Condition 7A.2 to ***all moneys owing under this Certificate*** shall be construed as a reference:

- (a) if the interest basis of this Certificate is stated on its face to be a Fixed Rate ETCD or Floating Rate ETCD, to the Outstanding Principal Amount of this Certificate plus interest thereon in accordance with these terms and conditions up to the date of actual payment; or
- (b) if the interest basis of this Certificate is stated on its face to be a Discounted ETCD or Structured ETCD, to the Outstanding Principal Amount stated on the face of this Certificate (as decreased from time to time in accordance with the Pricing Supplement, if applicable) plus interest thereon in accordance with the terms up to the date of actual payment or, in the event of payment before the Maturity Date, to the Early Redemption Amount as at the actual payment date or such other termination amount as may be specified in, or determined in accordance with, the Pricing Supplement, together with interest accrued (if any) to the actual date of payment.

### **8. TITLE AND TRANSFER**

**8.1** This Certificate is a bearer instrument and is fully and freely negotiable.

**8.2** Title to this Certificate shall be transferred by delivery and such transfer shall confer upon the transferee all rights and benefits under this Certificate and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof.

**8.3** Each of the Issuer and the persons other than the Holder who were at any time holders of this Certificate (each such person being a ***Transferor***):

- (a) is precluded from denying to such Transferor's immediate or any subsequent transferee who has acquired this Certificate in good faith and for value without actual notice of a defect in title of any Transferor that such transferee obtained good and valid title to this Certificate at the time of the transfer of this Certificate to it; and
- (b) represents to each such transferee that the Holder is absolutely entitled as against each Transferor to receive all amounts payable under or in connection with this Certificate.

**8.4** Payment upon due presentation of this Certificate in accordance with these terms and conditions shall operate as a good discharge of the Issuer as against the Holder and all previous holders of this Certificate.

## 9. CURRENCY INDEMNITY

Whenever:

- (a) any amount payable by the Issuer under or in respect of this Certificate is received or recovered by the Holder in a currency (the **Payment Currency**) other than the currency of this Certificate (the **Agreed Currency**) for any reason (including as a result of any judgment or order); and
- (b) the amount actually received by the Holder by converting the Payment Currency into the Agreed Currency in accordance with generally accepted banking practice is less than the relevant amount of the Agreed Currency,

then the Issuer shall as an independent obligation indemnify the Holder on demand against the deficiency.

For the avoidance of doubt, following the application of Condition 5.9, the Agreed Currency in respect of this Certificate for the purposes of this Condition 9 is the Relevant Currency.

## 10. NOTICES

### 10.1 To holders of Certificates

Subject to Condition 10.3, all notices to holders of Certificates shall be published in a daily English language newspaper in general circulation in Hong Kong and Sydney. Such notice shall be deemed to have been given on the date the notice is first so published.

### 10.2 To the Issuer or Agent

Any notice or communication to the Issuer or the Agent by the Holder under or in connection with this Certificate must be in writing and delivered by post or facsimile to their respective addresses given in this Certificate or at such other address as the relevant party may notify to the Holder under Condition 10.1.

### 10.3 Clearing System

- (a) If this Certificate is held in a Clearing System, and without prejudice to the validity of any notice otherwise effectively communicated, notices required to be given to the Holder may be given by or through the Clearing System rather than by publication as otherwise required under Condition 10.1.
- (b) If this Certificate is held in the CMU Service, and without prejudice to the validity of any notice otherwise effectively communicated, notices to be given to the Holder may be given to the persons shown, in a "CMU Instrument Position Report" issued by the CMU Service on the Hong Kong Business Day immediately before the Interest Payment Date, as holding interests in this Certificate rather than by publication as otherwise required under Condition 10.1.

## 11. CALCULATIONS

For the purposes of any calculations referred to in these terms and conditions or the relevant Pricing Supplement:

- (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent, being rounded up to 0.00001 per cent); and

- (b) all amounts resulting from such calculations will be rounded to the nearest smallest unit of currency (with one half of such unit being rounded up).

## 12. STAMP DUTY

- (a) The Issuer shall pay all stamp, transaction, registration and similar taxes (including fines and penalties imposed as a result of any conduct of or omission by the Issuer) which may be payable or determined to be payable or determined to be payable in the Commonwealth of Australia, Hong Kong or the jurisdiction of the currency in which any relevant ETCDs are denominated or in connection with the execution, issue, performance or enforcement of this Certificate.
- (b) On demand, the Issuer shall indemnify the Holder of this certificate against any liability resulting from delay or omission to pay those taxes except to the extent the liability results from failure by the Holder to pay any such tax after having been put in funds to do so by the Issuer.

## 13. GOVERNING LAW AND JURISDICTION

This Certificate is governed by, and shall be construed in accordance with, the laws of the State of New South Wales. For the benefit of the Holder, the Issuer irrevocably:

- (a) submits to the non-exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales in respect of any disputes which may arise out of or in connection with this Certificate and that accordingly any suit, action or proceedings (together, **Proceedings**) so arising may be brought in such courts;
- (b) agrees to waive any sovereign or other immunity to which it or its assets may now or in the future be entitled, and any objection which it may have to the laying of the venue of any Proceedings in such courts and any claim that such Proceedings have been brought in an inconvenient or inappropriate forum; and
- (c) agrees that a judgment in any Proceedings brought in the courts exercising jurisdiction in New South Wales may be enforced in the courts of any other jurisdiction.

Nothing in this Certificate shall limit the right of the Holder to take Proceedings in any other court of competent jurisdiction. The taking of Proceedings in any one or more jurisdictions shall not preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

## 14. AGENT

The Agent or the address of the specified office of the Agent may be changed pursuant to clause 16 of the Issuing and Paying Agency Agreement. As a result of such change, the Agent may amend the relevant provisions of this Certificate which refer to or relate to the location of the Agent, in the manner set out in clause 16.4 of the Issuing and Paying Agency Agreement.

## 15. EXCHANGE OF THIS CERTIFICATE

### 15.1 Certificate is exchangeable

Subject to the CMU Rules or the rules of the Clearing System with which this Certificate is held (as applicable), interests in this Certificate will be exchangeable by the Issuer in whole but not in part and only at the option of the Holder for Definitive

Certificates:

- (a) if an Event of Default occurs in respect of any Certificate of the relevant series;
- (b) if the relevant Clearing System is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so; or
- (c) if the CMU Service is terminated or suspended by the Hong Kong Monetary Authority for a continuous period of 14 days (other than by reason of public holidays) or the Hong Kong Monetary Authority announces an intention of terminating such service or in fact does so,

in all cases at the cost and expense of the Dealers.

In order to exercise the option contained in this Condition 15.1, the Holder must, not less than 45 days before the date upon which the delivery of such Definitive Certificates is required, deposit the relevant Global ETCD with the Agent at its specified office.

## **15.2 Form of Definitive Certificate**

If this Certificate is exchangeable in whole for a Definitive Certificate, a Definitive Certificate in bearer form will be issued having the same Issue Date, Maturity Date and Interest Rate (if applicable) as this Certificate and otherwise in the form of this Certificate except for:

- (a) a face amount of:
  - (i) A\$100,000, if denominated in Australian dollars;
  - (ii) US\$100,000, if denominated in United States dollars;
  - (iii) ¥100,000,000, if denominated in Yen;
  - (iv) EUR100,000, if denominated in Euro;
  - (v) NZ\$100,000, if denominated in New Zealand dollars
  - (vi) HK\$1,000,000, if denominated in Hong Kong dollars;
  - (vii) C¥1,000,000, if denominated in Chinese Yuan; or
  - (viii) for Alternative Currency ETCDs, such amount as the relevant Dealer and the relevant Issuer may agree in respect of those ETCDs but subject to the limitations (if any) under the applicable laws of the jurisdiction thereof; and
- (b) the deletion of this condition and the definition of "Definitive Certificate",

upon presentation of this Certificate at the specified office of the Agent (or to any other person or to any other office designated in writing by the Issuer to the Holder) on any Business Day on or prior to the Maturity Date.

## **15.3 Exchange by holder of an interest in Certificate upon default**

Subject to the rules of the Clearing System, if default is made in payment of any amount payable under this Certificate, then upon presentation of this Certificate at the specified office of the Agent (or to any other person or at any other office as may be designated in writing by the Issuer to the Holder) on any Business Day on or after

the Maturity Date, the Issuer will issue to the Holder duly executed Definitive Certificates with an aggregate face amount equal to that shown on the face of this Certificate, with the same Issue Date, Maturity Date and if applicable, Interest Rate as shown on the face of this Certificate.

**15.4 Void Certificate**

If for any reason (whether or not this Certificate is presented for exchange) Definitive Certificates have not been issued in exchange for this Certificate before 5:00 p.m. (Hong Kong time) on the thirtieth day after the Maturity Date, this Certificate (including the obligation under it to issue Definitive Certificates) will become void and the Holder will have no further rights under this Certificate (but without prejudice to the rights which the Holder or any other person may have under the Deed of Covenant).

**16. MEETINGS OF ETCD HOLDERS**

The provisions of Schedule 1 of the Issuing and Paying Agency Agreement which sets out the provisions for meetings of holders of ETCDs apply to these terms and conditions as if set out in full in these terms and conditions, and bind the Holder.

**17. FURTHER ISSUE OF ETCDs BY THE ISSUER**

The Issuer may from time to time, without the consent of the Holders of any ETCDs (if specified in the relevant Pricing Supplement), create and issue further ETCDs having the same terms and conditions as such ETCDs in all respects (or in all respects except for the related interest payments and obligations already due as at the date of issue, if any, on them and/or the denomination thereof) so as to form a single series with the ETCDs of any particular series.

**INTEREST PAYMENTS**

Interest Amount	Interest Payment Date	Date paid	Signature of Authorised Signatory

[DETAILS OF EACH INTEREST PAYMENT TO BE INSERTED AND SIGNED ON BEHALF OF I&P AGENT]

**SCHEDULE 1**

**(Structured ETCD)**

**Method of calculation**

(eg Index or currency linked)

## FORM OF DEFINITIVE ETC D

Series No: [\*]

Certificate No: [serial number]

### DEFINITIVE EURO TRANSFERABLE CERTIFICATE OF DEPOSIT

[BY ACCEPTING THIS OBLIGATION, THE HOLDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER)<sup>1</sup>

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA<sup>2</sup>

[IN RESPECT OF ETCDS DENOMINATED IN CHINESE YUAN, PURCHASERS OF THE ETCDS SHOULD NOTE THAT THE CHINESE YUAN IS NOT A FREELY CONVERTIBLE CURRENCY. ALL PAYMENTS IN RESPECT OF THE ETCDS WILL BE MADE SOLELY BY TRANSFER TO A CHINESE YUAN BANK ACCOUNT MAINTAINED IN HONG KONG IN ACCORDANCE WITH PREVAILING RULES AND REGULATIONS. THE ISSUER CANNOT BE REQUIRED TO MAKE PAYMENT BY ANY OTHER MEANS (INCLUDING IN BANKNOTES, OR BY CHEQUE OR DRAFT, OR BY TRANSFER TO A BANK ACCOUNT IN THE PRC OR ANYWHERE ELSE OUTSIDE HONG KONG). IN ADDITION, THERE CAN BE NO ASSURANCE THAT ACCESS TO CHINESE YUAN FUNDS FOR THE PURPOSES OF MAKING PAYMENTS ON THE ETCDS OR GENERALLY MAY REMAIN OR MAY NOT BECOME RESTRICTED.<sup>3</sup>

A resident of Australia, or non-resident of Australia who has engaged in carrying on business in Australia at or through a permanent establishment within Australia, who (directly or indirectly) acquires a relevant interest must disclose its name and address to the Issuer as soon as practicable after acquiring the relevant interest.

A person described in the immediately preceding paragraph who had not complied with that paragraph, will not be entitled to receive any payment of additional amounts from the Issuer (as defined below) on account of a deduction or withholding for Australian tax from amounts

---

<sup>1</sup> Use this legend for Discounted ETCDS with a term of 183 days or less

<sup>2</sup> Use this legend for ETCDS with a term of more than 183 days

<sup>3</sup> Use this legend for ETCDS denominated in Chinese Yuan

payable under or in respect of this obligation made by reason of such non-compliance.

WESTPAC BANKING CORPORATION [, HONG KONG BRANCH]  
(ABN 33 007 457 141)

Amount and Currency: \_\_\_\_\_ Interest Rate (Fixed Rate ETCD only): \_\_\_\_\_  
Margin (Floating Rate ETCD only): \_\_\_\_\_  
Issue Date: \_\_\_\_\_ Reference Rate (Floating Rate ETCD only): \_\_\_\_\_  
Maturity Date: \_\_\_\_\_ Discount to Yield Rate (Discounted ETCD only): \_\_\_\_\_  
Interest basis: \* Fixed Rate ETCD \* Floating Rate ETCD \* Discounted ETCD \* Structured ETCD  
Other (as specified in the Pricing Supplement as defined below): \_\_\_\_\_  
Interest Payment Dates (subject to the terms and conditions below): The \_\_\_\_\_ day of the month(s) of \_\_\_\_\_ **[Delete if Discounted ETCD]**

Redemption: This ETCD is redeemable at the option of the Issuer subject to Condition 5.3 [and Condition 5.4] and is:

\* redeemable at the option of the holder subject to Condition 5.5. **[OR]**

\* not redeemable at the option of the holder.

**[\* delete as applicable]**

This is to certify that there has been deposited with WESTPAC BANKING CORPORATION [, HONG KONG BRANCH] (the **Issuer**) the amount shown above and that the Issuer promises to pay such amount (and any accrued interest subject to and in accordance with the terms and conditions on the reverse of this Certificate [and the pricing supplement (**Pricing Supplement**) dated [\*] issued by the Issuer, a copy of which is attached to this Certificate] **[Delete if no pricing supplement]** to the holder for the time being of this Certificate on the maturity date shown above (the **Maturity Date**) or such other date as may be specified in or determined in accordance with the terms and conditions on the reverse of this Certificate, upon presentation of this Certificate at the office of the Issuer's paying agent The Bank of New York Mellon, Hong Kong Branch of Level 12, Three Pacific Place, 1 Queen's Road East, Hong Kong (the **Agent**). Terms defined in the Issuing and Paying Agency Agreement (including terms incorporated by reference therein) have the same meaning when used in this Certificate unless the context requires otherwise.

[Subject to any provisions to the contrary in the Pricing Supplement, if/lf] **[Delete if no pricing supplement]** the Maturity Date is not a Business Day (as defined herein), then the payments hereunder shall be due on the next succeeding Business Day unless such day is the next calendar month in which case such payments shall be due on the immediately preceding Business Day.

Interest shall, subject to and in accordance with the terms and conditions on the reverse of this Certificate, accrue on this Certificate at a rate per centum per annum which is:

- (a) if this Certificate is stated above to be a Fixed Rate Certificate, the Interest Rate specified above; or
- (b) if this Certificate is stated above to be a Floating Rate Certificate, the aggregate from time to time of

the Margin specified above and the Reference Rate (as defined on the reverse of this Certificate)]; or  
(c) as otherwise specified in the Pricing Supplement] **[Delete if no pricing supplement]**,

and shall be payable on the Interest Payment Dates specified above and on the Maturity Date in the currency of this Certificate [or as otherwise specified in the Pricing Supplement] **[Delete if no pricing supplement]**.

The provisions on the reverse of this Certificate form an integral part of this Certificate. This Certificate is issued subject to, and with the benefit of those provisions and any other relevant documents as amended, supplemented, novated or restated from time to time.

This Certificate is not a protected deposit under, and is not protected by, the Deposit Protection Scheme established by the Hong Kong Deposit Protection Board on 25 September 2006 pursuant to the *Deposit Protection Scheme Ordinance* (Cap. 581).

This Certificate shall not be valid for any purpose until the Certificate of Authentication enfaced on this Certificate has been duly signed on behalf of the Agent (as defined on the reverse of this Certificate) as issuing and paying agent.

Signed (manually or in facsimile) in [\*\*], Australia for and on behalf of **WESTPAC BANKING CORPORATION [ , HONG KONG BRANCH]** by:

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Authorised signatory

.....

**Certificate of Authentication**

Authenticated without recourse, warranty or liability by The Bank of New York Mellon, Hong Kong Branch as issuing and paying agent.

\_\_\_\_\_  
Authorised signatory

[ON REVERSE OF ETCD]

[The terms and conditions on the reverse side of the Definitive ETCD will be identical to the terms and conditions of the Global ETCD except for the deletion of:

- (a) the definition of Definitive ETCD; and
- (b) Condition 15.]

## FORM OF DEED OF COVENANT

<b>Date</b>	<b>THIS DEED OF COVENANT</b> is made on 7 February 2002 (and amended and restated on 7 June 2010) by:
<b>Parties</b>	<b>WESTPAC BANKING CORPORATION</b> (ABN 33 007 457 141) of Level 20, Westpac Place, 275 Kent Street, Sydney, New South Wales, Australia (the <b>Bank</b> ) for the benefit of the Account Holders and the CMU Members as provided in this Deed.
<b>Recitals</b>	
A	Under a Programme Agreement dated 6 April 2005 (as amended and restated from time to time (the <b>Programme Agreement</b> )) between the Bank and its Hong Kong branch as issuers (each, an <b>Issuer</b> ), its Hong Kong branch as arranger and a dealer, and The Bank of New York Mellon, Hong Kong Branch as issuing and paying agent, the parties to that agreement established a euro transferable certificate of deposit programme.
B	Under an Issuing and Paying Agency Agreement dated 22 March 2013 (as amended, restated and novated from time to time), the Bank of New York Mellon, Hong Kong Branch (the <b>Agent</b> ) is the issuing and paying agent for the purpose of euro transferable certificates of deposit issued under the Programme Agreement.
C	Under the Programme Agreement an Issuer may issue euro transferable certificates of deposit ( <b>ETCDs</b> ) from time to time in definitive form ( <b>Definitive ETCDs</b> ) or global form ( <b>Global ETCDs</b> ). The ETCDs will be cleared through a Clearing System or the CMU Service (each as defined below).
D	In respect of ETCDs cleared through a Clearing System (as defined below), the relevant Global ETCDs purchased by a Dealer will be deposited with a depository for one or more of Euroclear Bank S.A./N.V. as operator of the Euroclear System, Clearstream Banking Luxembourg, their successors or the operator of any other clearing system agreed by the Agent and the relevant Issuer (each a <b>Clearing System</b> ), and the respective interests of account holders of Clearing Systems in Global ETCDs may be credited to their securities accounts with the Clearing Systems.
E	In respect of ETCDs cleared through the CMU Service, the relevant Global ETCDs will be lodged with a sub-custodian appointed for the purpose of the clearance of such certificates.
F	Any account holder with a Clearing System which has an interest in a Global ETCD credited to its securities account (each an <b>Account Holder</b> ) will, subject to and in accordance with the operating procedures of the relevant Clearing System, be entitled to transfer that interest and to receive from the operator of the Clearing System payments made by the relevant Issuer to the bearer of the Global ETCD calculated by reference to that interest.
G	Any CMU Member which has an interest in a Global ETCD credited to its CMU Account will, subject to and in accordance with the operating procedures of the CMU Service, be entitled to transfer that interest and to receive from the operator of the CMU Service payments made by the relevant Issuer to the bearer of the Global ETCD calculated by reference to that interest.
H	Under the terms of the Global ETCDs they may, in certain circumstances,

become void. In that event the Account Holders and the CMU Members will acquire Entitlements against the relevant Issuer.

---

**IT IS AGREED** as follows.

## **1. Definitions and interpretation**

### **1.1 Definitions**

Unless the context requires otherwise, definitions in, and incorporated by reference into, the Programme Agreement apply in this Deed and:

**CMU Member** means the members from time to time of the CMU Service to whose account (whether a CMU Main Account, CMU General Custody Account or CMU Specific Custody Account, each as defined in the CMU Membership Agreement) with the CMU Service (each, a **CMU Account**) is credited an ETCD.

**CMU Service** means the Central Moneymarkets Unit Service established and operated by the Hong Kong Monetary Authority through its Central Moneymarkets Unit.

**Entitlement** means, in respect of a Global ETCD which becomes void in accordance with its terms, a right which an Account Holder or a CMU Member (as the case may be) would have acquired if a Definitive ETCD had been issued to it in exchange for its interest in the Global ETCD immediately prior to the Global ETCD becoming void (including without limitation a right to receive the principal amount of, interest and overdue interest (if any) under, and any other moneys payable with respect to, the Definitive ETCD).

**Entry** means:

- (a) in respect of any Account Holder, any entry which is made in the securities account of the Account Holder with a Clearing System; and
- (b) in respect of any CMU Member, any Global ETCD credited to its CMU Account in respect of the relevant Global ETCD.

### **1.2 Interpretation**

Clauses 1.2 and 1.3 of the Programme Agreement apply to this Deed as if set out in it, and as if references to **this Agreement** in those clauses were references to this Deed.

### **1.3 Benefit**

- (a) The Bank enters into this Deed for the benefit severally of the Account Holders and the CMU Members from time to time.
- (b) Each Account Holder and each CMU Member may severally enforce its rights under this Deed.
- (c) Nothing done or omitted to be done by an Account Holder or a CMU Member under or in relation to this Deed will affect the rights of any other Account Holder or any other CMU Member.
- (d) This Deed shall be deposited with and held by the Agent until all the obligations of the Bank under this Deed have been discharged in full.

## **2. Issuers' obligations**

### **2.1 Obligations**

Under the Programme, ETCDs may be issued by either Issuer. The obligations of the Issuers under this Deed are several. Failure by an Issuer to perform its obligations under this Deed does not affect the obligations of the other Issuer under this Deed. No Issuer is responsible for the obligations of the other Issuer under this Deed.

### **2.2 Issued ETCDs**

The terms of this Deed apply to each ETCD issued under the Programme including, without limitation, each ETCD issued prior to the date of any amendment or restatement of this Deed.

## **3. Void Global ETCDs**

- (a) If and only if any Global ETCD becomes void in accordance with its terms, the Bank shall pay on demand to each Account Holder and each CMU Member (as the case may be) in respect of the Global ETCD an amount equal to the relevant Account Holders' or the CMU Members' Entitlement.
- (b) Each Account Holder and each CMU Member shall acquire its Entitlement immediately the relevant Global ETCD becomes void, without the need for any further action on the part of the relevant Account Holder or the CMU Member, or any other person.

## **4. Clearing System's Records conclusive**

- (a) The records kept by the Clearing Systems as at the first Business Day after any Global ETCD becomes void constitute conclusive evidence, in the absence of manifest error, of the identity of the Account Holders and the extent of the interest in any Global ETCD credited to the securities account of any Account Holder.
- (b) A statement provided by any of the Clearing Systems to any Account Holder:
  - (i) relating to a Global ETCD;
  - (ii) which states the interest of the Account Holder under the Global ETCD which is credited to the securities account of the Account Holder; and
  - (iii) which is certified by the relevant Clearing System to be a true record of that securities account,

shall, in the absence of manifest error, be conclusive evidence of the records of the relevant Clearing System for the purposes of Clause 4(a) (but without prejudice to any other means of producing such records in evidence).

## **5. CMU Service's records conclusive**

- (a) The records kept by the Hong Kong Monetary Authority and the CMU Service as at the first Business Day after any Global ETCD becomes void constitute conclusive evidence, in the absence of manifest error, of the identity of the CMU Members and the extent of the interest in any Global ETCD credited to the CMU Account of any CMU Member.
- (b) A statement provided by the Hong Kong Monetary Authority to any CMU Member:
  - (i) relating to a Global ETCD;
  - (ii) which states the interest of the CMU Member under the Global ETCD which is credited to the CMU Account of the CMU Member; and

- (iii) which is certified by the Hong Kong Monetary Authority to be a record of that CMU Account,

shall in the absence of manifest error, be conclusive evidence of the records of the Hong Kong Monetary Authority and the CMU Service for the purposes of Clause 5(a) (but without prejudice to any other means of producing such records in evidence).

## **6. Taxation**

### **6.1 Deduction or withholding for Tax**

If:

- (a) the Issuer is required to make a deduction or withholding in respect of any Tax (other than an Excluded Tax) from any payment to be made to an Account Holder or CMU Member under this Deed,

then the Issuer:

- (b) must pay to that Account Holder or CMU Member (as applicable) an additional amount which is necessary to ensure that that Account Holder or CMU Member (as applicable) receives when due and retains a net amount (after payment of any Tax (other than an Excluded Tax) in respect of each additional amount) that is equal to the full amount it would have received and retained had a deduction or withholding or payment of Tax (other than an Excluded Tax) not been made.

### **6.2 Tax credits**

- (a) If an Issuer pays any additional amount to an Account Holder or CMU Member (as applicable) under Clause 6.1, the Account Holder or CMU Member (as applicable) must, if requested by the Issuer, ascertain whether it is able to apply for or otherwise take advantage of any clearly identifiable deduction made by the Issuer in respect of the deduction or withholding made in respect of Tax under Clause 6.1 (or the additional amount paid in respect thereof) (such credit or deduction being Tax Relief) in respect of the amount of the additional payment in computing any Tax due by it.
- (b) If the Account Holder or CMU Member (as applicable) ascertains that it is able to apply for or otherwise take advantage of such Tax Relief, the Account Holder or CMU Member (as applicable) must, if requested by the Issuer, at the expense of the Issuer, use reasonable endeavours to obtain the Tax Relief and, if it realises the Tax Credit (whether by way of reducing taxes payable, receiving a tax refund or otherwise) promptly pay to the Issuer the lesser of the amount of the additional payment and the amount of any consequent reduction in its Tax, but only to the extent that the Account Holder or CMU Member (as applicable) reasonably determines that a payment to the Issuer can be made without prejudice to the retention of the Tax Relief. To the extent that the Account Holder or CMU Member (as applicable) reasonably determines that such payment to the Issuer cannot be made without prejudice to the retention of the Tax Relief, the Account Holder or CMU Member (as applicable) must use reasonable endeavours to consider and give effect to any other means of conferring on the Issuer the benefit of that tax credit that does not prejudice the retention of that Tax Relief.
- (c) Nothing in this Clause 6.2 interferes with the right of an Account Holder or CMU Member to arrange its affairs in any manner it thinks fit. No Account Holder or CMU Member need disclose to the Issuer any information regarding its tax affairs or tax computations.

## **7. Terms of Global ETCD**

- (a) Subject to Clause 7(b), the Entitlements, any sums payable in respect of the Entitlements and all provisions of ETCDs represented by a Global ETCD immediately before it became void relating to any amount payable by the relevant Issuer or the time and manner in which

any such amount should be paid (including, without limitation, any grossing-up provision in any Global ETCD) shall be treated as if set out in this Deed.

- (b) A reference to any holder of any ETCD is a reference to the relevant Account Holder or CMU Member. A reference to any ETCD or to any principal of, or other amount payable in respect of, any ETCD is a reference to the Entitlements or to sums payable with respect to the Entitlements.

## **8. Representations, warranties and covenants**

The Bank warrants, represents and covenants in favour of each Account Holder and each CMU Member that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Bank in accordance with its terms.

## **9. Governing law**

This Deed is governed by and construed in accordance with the laws of the State of New South Wales.

## **10. Jurisdiction**

The Issuer irrevocably:

- (a) submits to the non-exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales in respect of any disputes which may arise out of or in connection with this Deed or any other Transaction Document and that accordingly any suit, action or proceedings (together, Proceedings) so arising may be brought in such courts;
- (b) agrees to waive any sovereign or other immunity to which it or its assets may now or after the date of this Deed be entitled, and any objection which it may have to the laying of the venue of any Proceedings in such courts and any claim that such Proceedings have been brought in an inconvenient or inappropriate forum; and
- (c) agrees that a judgment in any Proceedings brought in the courts exercising jurisdiction in New South Wales may be enforced in the courts of any other jurisdiction.

Nothing in this Deed shall limit the right of any Account Holder or any CMU Member to take Proceedings in any other court of competent jurisdiction. The taking of Proceedings in any one or more jurisdictions shall not preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

**EXECUTED** as a deed poll in [\*]

An attorney executing this Deed states that he or she has no notice of revocation or suspension of him or her power of attorney.

**SIGNED SEALED and DELIVERED** )  
by )  
**WESTPAC BANKING CORPORATION** )  
by its attorney )  
in the presence of: )

\_\_\_\_\_  
Witness' signature

\_\_\_\_\_  
Attorney's signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Witness' signature

\_\_\_\_\_  
Attorney's signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

## FORM OF PRICING SUPPLEMENT

The Pricing Supplement that will be issued in respect of each tranche will be substantially in the same form set out below.

Series No: [ ]  
Tranche No: [ ]

**WESTPAC BANKING CORPORATION [, HONG KONG BRANCH]**  
(ABN 33 007 457 141)

**US\$2,500,000,000 euro transferable certificate of deposit programme**

issue of

**[Currency] [Aggregate principal amount of tranche]  
[Interest Rate] ETCDs due [date]  
Issue Price [ ] per cent.**

[If the ETCDs must be redeemed before the first anniversary of their date of issue the minimum denomination must be £100,000 or its equivalent in any foreign currency.]

This Pricing Supplement (as referred to in the information memorandum dated [ ] March 2013 (the **Information Memorandum**) in relation to the above Programme) relates to the tranche of ETCDs referred to above and is to be read by reference to the terms and conditions of the ETCDs in the schedule to the Information Memorandum. The particulars to be specified in relation to such tranche are as follows:

1. Issuer: Westpac Banking Corporation [, acting through its head office/Hong Kong Branch]
2. Arranger: Westpac Banking Corporation, Hong Kong Branch
3. Relevant Dealers: [Specify]
4. Deposit Holders: [Specify]
5. Currency of:
  - (a) Denomination [Specify]
  - (b) Interest Payment [Specify]
  - (c) Redemption [Specify]
6. Aggregate principal amount of tranche: [Specify]
7. If interchangeable with existing Series, Series No: [Specify Series No/No]
8. Issue Date: [Specify]
9. Issue Price: [Specify]
10. Form of ETCDs: Bearer

11. Status: Unsubordinated
12. Exchangeability of ETCDs:
- (a) Initially represented by a Temporary Global ETCD or Permanent Global ETCD [Specify. If nothing is specified ETCDs will be represented initially by a Temporary Global ETCD.]
- (b) Temporary Global ETCD exchangeable for Permanent Global ETCD [Yes. Specify Exchange Date: 40 days after Issue Date]
- (c) Permanent Global ETCD exchangeable at the option of the bearer for Definitive ETCDs Yes (but only in accordance with the terms of the Permanent Global ETCD).
13. Denomination(s): [Specify]
14. Interest: [Interest bearing/Non-interest bearing/Discounted ETCD/Structured ETCD]
15. Reference Rate: [Specify]
16. [Relevant screen page: [Reuters Screen/Other page [\*]]
17. Margin: [Specify]
18. Minimum Interest Rate: [Specify [\*] per cent per annum]
19. Maximum Interest Rate: [Specify [\*] per cent per annum]
20. Interest Payment Dates: [Specify]
21. [Applicable Business Day Convention for: [Specify, unless no adjustment is required in which case specify "No Adjustment"]
- (a) Interest Payment Dates: [Specify]
- (b) Interest Period End Dates: [Specify]
- (c) Maturity Date: [Specify]
- (d) any other date: [Specify]]
22. Additional Business Centre(s): [Specify]
23. Day Count Fraction: [Specify: if nothing is specified Fixed Rate ETCDs will be calculated in accordance with Condition 3.7.]
24. Calculation Agent (if any): [Name and specified office]
25. Default interest rate: [Specify]
26. If non-interest bearing:
- (a) Discount to yield rate: [Specify]
- (b) rate of interest on overdue if not [\*]
- (c) Day Count Fraction: [\*]

27. Maturity Date: [Specify]
28. Maturity Redemption Amount: [Specify, if not the Outstanding Principal Amount]
29. Early redemption by Issuer for taxation reasons: [Yes in accordance with Condition 5.3 of the applicable ETCD/No]
- If Structured ETCDs: [Specify early redemption amount]
30. Early Optional Redemption by Issuer  
(a) applicable [Yes/No]  
(b) redeemable in part [Yes/No]  
(c) Optional Redemption Date [specify]  
(d) Optional Redemption Amount [specify]  
(e) Other notice period [specify if applicable – Notice must be given no later than [\*] before the Optional Redemption Date and the minimum and maximum notice periods referred to in Condition 5.4 of the applicable ETCD do not apply]
31. Events of Default:  
(a) Early termination amount: [Specify]  
(b) Any additional (or modifications to) Events of Default: [Specify]
32. Selling Restrictions: [insert any modifications of or additions to selling restrictions for the issue]
33. ISIN: [Specify if primary settlement is not through CMU]
34. Common Code: [Specify]
35. Common Depository: [Specify]
36. CMU Instrument No: [Specify]
37. Any Clearing System other than Euroclear, CMU and Clearstream Luxembourg: [Specify]
38. Settlement procedures: [Customary ETCD settlement and payment procedures apply/Other - specify]
39. Other relevant terms and conditions: [Specify]

Words and expressions defined in the Information Memorandum have the same meaning in this Pricing Supplement unless the context requires otherwise.

**CONFIRMED**

**For and on behalf of Westpac Banking Corporation[, Hong Kong Branch]**

By: \_\_\_\_\_  
[Name]  
Authorised signatory

By: \_\_\_\_\_  
[Name]  
Authorised signatory

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SELLING RESTRICTIONS

### 1. General

By its purchase and acceptance of ETCDs issued under the Agreement to which these selling restrictions are scheduled, each Dealer represents, warrants and agrees that:

- (a) it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver ETCDs; and
- (b) it will not directly or indirectly offer, sell, resell, re-offer or deliver ETCDs or distribute any offering material or any circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

Each Dealer represents and agrees and each further Dealer appointed under the Programme will be required to represent and agree that it will not sell any ETCDs in circumstances where employees of the Dealer aware of, or involved in, the sale know or have reasonable grounds to suspect, that the ETCD or an interest in or right in respect of the ETCD, was being or would later be, acquired either directly or indirectly by an Offshore Associate other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the ETCDs or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act.

**Offshore Associate** means an associate (as defined in section 128F of the Income Tax Assessment Act 1936 of Australia) of the Issuer that is either a non-resident of the Commonwealth of Australia which does not acquire the ETCDs in carrying on a business at or through a permanent establishment in Australia or, alternatively, a resident of Australia that acquires the ETCDs in carrying on business at or through a permanent establishment outside of Australia.

### 2. United States of America

The ETCDs have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Each Dealer represents and agrees that it has offered and sold the ETCDs of any identifiable tranche, and shall offer and sell the ETCDs of any identifiable tranche (i) as part of their distribution at any time and (ii) otherwise until 40 days after completion of the distribution of such tranche as determined, and certified to the Issuer and each relevant Dealer, by the I&P Agent, only in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer represents and agrees that neither it, nor its affiliates nor any persons acting on its or their behalf, have engaged or will engage in any directed selling efforts with respect to the ETCDs, and it and they have complied and shall comply with the offering restrictions requirement of Regulation S under the Securities Act. Each Dealer agrees to notify the I&P Agent when it has completed the distribution of its portion of the ETCDs of any identifiable tranche so that the I&P Agent may determine the completion of the distribution of all ETCDs of that tranche and notify the other relevant Dealers of the end of the restricted period. Each Dealer agrees that, at or prior to confirmation of sale of ETCDs, it will have sent to each distributor, dealer or person receiving a selling commission, fee or other remuneration that purchases ETCDs from it during the restricted period a confirmation or notice to substantially the following effect:

"The ETCDs covered hereby have not been registered under the U.S. Securities Act of 1933 (as amended) (the **Securities Act**) and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such ETCDs as determined, and certified to the Issuer and relevant Dealers, by the I&P Agent, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meaning given

to them by Regulation S under the Securities Act."

Terms used in this paragraph have the meanings given to them by Regulation S.

Each Dealer has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of the ETCDs, except with its affiliates or with the prior written consent of the Issuer. For this purpose, the expression "contractual arrangement" does not include offers or sales (or any information memorandum, offering memorandum, advertisement or other offering material distributed in connection with any offers or sales) of the ETCDs, to persons as purchasers or proposed purchasers of the ETCDs, who are not acting as underwriters or Dealers in connection with a distribution of the ETCDs.

In addition, each Dealer represents and agrees that:

- (a) except to the extent permitted under U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D) (the **D Rules**), (i) it has not offered or sold, and during the restricted period will not offer or sell, ETCDs in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) it has not delivered and will not deliver within the United States or its possessions definitive ETCDs in bearer form that are sold during the restricted period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling ETCDs in bearer form are aware that such ETCDs may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (c) if it is a United States person, it is acquiring the ETCDs in bearer form for purposes of resale in connection with their original issuance and if it retains ETCDs in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6);
- (d) with respect to each affiliate that acquires from it ETCDs in bearer form for the purpose of offering or selling such ETCDs during that restricted period, it either (i) repeats and confirms the representations and agreements contained in sub-paragraphs (a), (b), (c), (d) and (e) on behalf of such affiliate or (ii) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-paragraphs (a), (b), (c), (d) and (e); and
- (e) it will obtain for the benefit of the Issuer the representations and agreements contained in sub-paragraphs (a), (b), (c), (d) and (e) from any person other than its affiliate with whom it enters into a written contract (apart from a confirmation or other notice of the transaction) for the offer or sale during the restricted period of ETCDs in bearer form.

Terms used in the above paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

### **3. The United Kingdom**

Each Dealer represents and agrees that:

- (a) in relation to ETCDs which have a maturity of one year or more, it has not offered or sold and, prior to the expiry of the period of six months from the Issue Date of such ETCDs, will not offer or sell any such ETCDs to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (as amended or replaced);

- (b) in relation to any ETCDs which must be redeemed before the first anniversary of the date of their issue, (a) it is a person whose ordinary activities involve it acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any ETCDs other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the ETCDs would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (UK) (the **FSMA**) by the Issuer;
- (c) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue of any ETCDs in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (d) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any ETCDs in, from or otherwise involving the United Kingdom.

#### 4. Hong Kong

Each Dealer represents and agrees that:

- (i) it has not offered or sold and will not offer or sell in the Hong Kong Special Administrative Region of the People's Republic of China (**Hong Kong**), by means of any document, any ETCDs other than:
  - (A) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32) of Hong Kong (the **CO**); or
  - (B) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**) and any rules made under the SFO; or
  - (C) in other circumstances which do not result in the document being a "prospectus" within the meaning of the CO; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue (in each case whether in Hong Kong or elsewhere), any advertisement or invitation (or document containing advertisement or invitation) which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to ETCDs which are or are intended to be disposed of only to persons outside Hong Kong or which are or are intended to be disposed of only to 'professional investors' within the meaning of the SFO and any relevant rules.

#### 5. Singapore

This Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ETCDs may not be circulated or distributed, nor may ETCDs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than: (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the **SFA**), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where ETCDs are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
  - (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,
- securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the ETCDs pursuant to an offer made under Section 275 of the SFA except:
- (1) to an institutional investor or to a relevant person defined in Section 275 of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
  - (2) where no consideration is or will be given for the transfer;
  - (3) where the transfer is by operation of law; or
  - (4) as specified in Section 276(7) of the SFA.

## 6. **Australia**

No prospectus or other disclosure document in relation to the Programme or the ETCDs has been lodged with the Australian Securities and Investments Commission or the ASX. Each Dealer represents and agrees that it:

- (a) will not make any offer or invitation in Australia or received in Australia in relation to the issue, sale or purchase of any ETCDs unless the offeree is required to pay at least AUD 500,000 for the ETCDs or its foreign currency equivalent (in either case disregarding moneys, if any, lent by the Issuer or other person offering the ETCDs or its associates (within the meaning of those expressions in Part 6D.2 of the Corporations Act 2001 of Australia (the **Corporations Act**))), or it is otherwise an offer or invitation for which by virtue of section 708 of the Corporations Act no disclosure is required to be made under Part 6D.2 of the Corporations Act and is not made to a retail client (as defined in section 761G of the Corporations Act); and
- (b) has not circulated or issued and will not circulate or issue a disclosure document relating to the ETCDs in Australia or received in Australia which requires lodging under Division 5 of Part 6D.2 or under Part 7 of the Corporations Act.

## 7. **Japan**

Each Dealer understands that the ETCDs have not been and will not be registered under the Securities and Exchange Law of Japan and, accordingly, each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any ETCDs, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except in compliance with the Securities and Exchange Law and all other applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time.

For the purposes of this paragraph 7, **Japanese Person** means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

## 8. **New Zealand**

Each Dealer represents and agrees that it has not offered or sold and agrees that it will not, directly or indirectly, offer, sell or deliver any ETCDs in New Zealand or distribute any information memorandum (including the Information Memorandum), any Pricing Supplement, any other offering memorandum or any advertisement in relation to any offer of ETCDs in New Zealand other than:

- (a) to persons whose principal business is the investment of money or who, in the course of and

for the purposes of their business, habitually invest money or who in all cases can properly be regarded as having been selected otherwise than as a member of the public; or

- (b) in other circumstances where there is no contravention of the Securities Act 1978 of New Zealand.

Each Dealer represents and agrees that it has not offered or sold, and will not offer or sell, any ETCDs to persons whom it reasonably believes to be persons to whom any amounts payable on the ETCDs are or would be subject to New Zealand resident withholding tax, unless such persons:

- (a) certify that they hold a valid certificate of exemption for New Zealand resident withholding tax purposes; and
- (b) provide a New Zealand tax file number to such Dealer (in which event the Dealer shall provide details thereof to the relevant Issuer and the Issuing and Paying Agent).

## 9. Italy

The offering of the ETCDs has not been cleared by CONSOB (the Italian Securities Exchange Commission) pursuant to Italian securities legislation and, accordingly, no ETCDs may be offered, sold or delivered, nor may copies of the Information Memorandum or of any other document relating to the ETCDs be distributed in the Republic of Italy, except:

- (a) to professional investors (*operatori qualificati*), as defined in Article 31, second paragraph, of CONSOB Regulation No. 11522 of 1 July 1998, as amended; or
- (b) in circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998 (Financial Services Act) and Article 33, first paragraph, of CONSOB Regulation No. 11971 of 14 May 1999, as amended.

Any offer, sale or delivery of the ETCDs or distribution of copies of the Information Memorandum or any other document relating to the ETCDs in the Republic of Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act and Legislative Decree No. 385 of 1 September 1993 (**Banking Act**); and
- (ii) in compliance with Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the issue or the offer of securities in the Republic of Italy may need to be preceded and followed by an appropriate notice to be filed with the Bank of Italy depending, *inter alia*, on the aggregate value of the securities issued or offered in the Republic of Italy and their characteristics; and
- (iii) in compliance with any other applicable laws and regulations.

Any offer, sale or delivery of the ETCDs, that is made in compliance with the above described requirements, may be regarded as carrying out, by the relevant Issuer, of deposit taking services for the purposes of Italian banking authorisation requirements. Therefore, the relevant Issuer must verify that its regulatory status is consistent with the applicable Italian licensing requirements. In any case, in no circumstances will the ETCDs be sold into Italy into the primary market until the relevant Issuer has notified the Dealers that such Issuer is permitted to conduct its activities in accordance with the Financial Services Act and the Banking Act.

## 10. Further Restrictions

If as the result of change in or the making of any law, treaty or official directive or request (whether or

not having the force of law, but if not having the force of law compliance with which is in accordance with the practice of responsible financial institutions in the country concerned) the Issuer or the Dealers reasonably determine that the foregoing selling restrictions require amendment or variation to ensure compliance with such law, treaty or official directive or request, the Dealers may promulgate new selling restrictions (as agreed between the Issuer and the Dealers) which shall take effect as if set out in this Schedule from the date specified in such notice. No action has been taken in any jurisdiction that would permit a public offering of any of the ETCs, or possession or distribution of the Information Memorandum or any other offering material or any Pricing Supplement issued in any country or jurisdiction where action for that purpose is required.

## AUSTRALIAN TAXATION

*The following is a general summary, based on advice received by the Issuer, of the Australian taxation treatment at the date of this Information Memorandum of non-residents of Australia in respect of payments of interest (as defined in section 128A(1AB) of the Income Tax Assessment Act 1936 of Australia ("Australian Tax Act")) on the ETCDs and certain other matters. It is not exhaustive and, in particular, does not deal with the position of certain classes of holders of ETCDs (such as dealers in securities and residents of Australia). The following is a general guide and should be treated with appropriate caution. Prospective holders of ETCDs who are in any doubt as to their tax positions should consult their professional advisers.*

An exemption from Australian interest withholding tax is available in respect of the ETCDs under section 128F of the Australian Tax Act, if the following conditions are met:

- (a) the Issuer is a resident of Australia when it issues the ETCDs and when interest (as defined section 128A(1AB) of the Australian Tax Act) is paid on those ETCDs;
- (b) the ETCDs are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in overseas capital markets are aware that the Issuer is offering the ETCDs for issue. In summary, the five methods are:
  - offers to 10 or more professional financiers, investors or securities dealers who are not associates of each other;
  - offers to 100 or more likely investors;
  - offers of listed ETCDs;
  - offers via publicly available dealing information sources; and
  - offers to the dealers, managers or underwriters who offer to sell the ETCDs within 30 days by one of the preceding methods.

In addition, the issue of a global ETCD and the offering of interests in the global ETCD by one of these methods should satisfy the public offer test;

- (c) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the ETCDs were being, or would later be, acquired, directly or indirectly, by an Offshore Associate of the Issuer other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the ETCDs or in the capacity of a clearing house, custodian, funds manager or responsible entity of an Australian registered scheme; and
- (d) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an Offshore Associate of the Issuer other than one receiving the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of an Australian registered scheme.

For these purposes an Offshore Associate of the Issuer is an associate (as defined in section 128F of the Australian Tax Act) of the Issuer that is either a non-resident of Australia that does not acquire the ETCDs in carrying on a business at or through a permanent establishment in Australia or, alternatively, a resident of Australia that acquires the ETCDs in carrying on a business at or through a permanent establishment outside of Australia.

The Issuer proposes to issue the ETCDs in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

Section 126 of the Australian Tax Act imposes a type of withholding tax at the rate of 45% on the payment of interest on bearer debt securities (other than certain promissory notes) if the Issuer fails to disclose the names and addresses of the holders to the Australian Taxation Office. Section 126 does not apply to the

payment of interest on ETCDs held by non-residents who do not carry on business at or through a permanent establishment in Australia where the issue of those ETCDs satisfied the requirements of section 128F of the Australian Tax Act or interest withholding tax is payable. However, the operation of section 126 in relation to ETCDs held by other persons is unclear. Section 126 will not apply in such circumstances if the name and address of the holder of the relevant ETCDs is disclosed to the Australian Taxation Office. Where interests in the relevant ETCDs are held by other persons through the Euroclear, Clearstream or CMU systems, the Issuer intends to treat the operators of those systems as the holders of the relevant ETCDs for the purposes of section 126.

As set out in, and subject to, more detail in the forms of ETCDs herein, if the Issuer should at any time be compelled by law to deduct or withhold an amount in respect of any withholding taxes, the Issuer shall, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that the net amounts received by the holders of the ETCDs after such deduction or withholding shall equal the respective amounts which would have been receivable had no such deduction or withholding been required. If the Issuer is compelled by law in relation to any ETCD to deduct or withhold an amount in respect of any withholding taxes, the Issuer will have the option to redeem such ETCD in accordance with the terms and conditions of the ETCD.

The Australian Tax Act contains a comprehensive set of rules for the Australian taxation of foreign denominated transactions. Those rules would only potentially operate in relation to holders of the ETCDs that were residents of Australia, or, not being residents of Australia, that held the ETCDs in carrying on a business at or through a permanent establishment in Australia or realised gains from sources in Australia on sale or redemption of ETCDs. Where the rules applied to such holders of the ETCDs any foreign currency gains or losses realised by them upon the satisfaction of their rights under the ETCDs to receive amounts of non-Australian currency would be brought to account for Australian tax purposes at that time (unless such gains or losses are accounted for on an accrual basis under the TOFA rules mentioned below).

The Issuer has been advised that under Australian laws as presently in effect:

- (a) assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the ETCDs, payment of principal and interest to a holder of the ETCDs, who is a non-resident of Australia and who, during the taxable year, has not engaged in trade or business at or through a permanent establishment in Australia, will not be subject to Australian income taxes;
- (b) a holder of the ETCDs, who is a non-resident of Australia and has never held those ETCDs as part of a business carried on by it at or through a permanent establishment in Australia, will not be subject to Australian income tax on gains realised during that year on sale or redemption of the ETCDs, provided such gains do not have an Australian source. A gain arising on the sale of ETCDs by a non-Australian resident holder to another non-Australian resident where the ETCDs are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia would not generally be regarded as having an Australian source;
- (c) no ETCDs will be subject to death, estate or succession duties imposed by Australia, or by a political subdivision or authority therein having power to tax, if held at the time of death;
- (d) no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue of any ETCDs or the transfer of any ETCDs;
- (e) payments in respect of the ETCDs may be made free and clear of Australian withholding tax imposed pursuant to section 12-140 or 12-190 of Schedule 1 to the Taxation Administration Act 1953 of Australia provided that a holder of ETCDs located in Australia quotes its Tax File Number or Australian Business Number (if applicable) or provides evidence of same exemption from such quotation requirements to the Issuer; and
- (f) neither the issue of the ETCDs, nor the payment of principal and interest by the Issuer, will give rise to a liability to Australia's goods and services tax.

The Australian Tax Act contains a new regime for the taxation of financial arrangements (referred to as **TOFA**) which can affect the taxation of financial instruments such as the ETCDs. The law governing the taxation of financial arrangements prior to TOFA will continue to apply to ETCDs held by taxpayers that are

not subject to the TOFA regime because they do not meet certain threshold requirements. In any case, the TOFA regime does not contain any measures that would override the exemption from Australian interest withholding tax available under section 128F of the Australian Tax Act in respect of interest payable on the ETCDs. Nor will the TOFA regime apply to a holder of ETCDs who is a non-resident of Australia and who has not held those ETCDs in the course of carrying on a trade or business through a permanent establishment within Australia and where any gains, other than interest payable on the ETCDs, realised by that holder in respect of those ETCDs do not otherwise have an Australian source.

## **CONTACT INFORMATION**

### **ISSUERS**

**Westpac Banking Corporation**  
Level 2, 275 Kent Street  
Sydney NSW 2000  
Australia  
Tel: (612) 8253 4314  
Fax: (612) 8254 6922  
Contact: Director, Global Funding

**Westpac Banking Corporation  
Hong Kong Branch**  
23rd Floor, Entertainment Building  
30 Queen's Road Central  
Hong Kong  
Tel: (852) 2842 9888  
Fax: (852) 2840 0591

### **ISSUING AND PAYING AGENT**

**The Bank of New York Mellon, Hong Kong Branch**  
Level 12, Three Pacific Place  
1 Queen's Road East  
Hong Kong  
Fax : (852) 2295 3283  
Attn: Global Corporate Trust

### **ARRANGER**

**Westpac Banking Corporation  
Hong Kong Branch**  
23rd Floor, Entertainment Building  
30 Queen's Road Central  
Hong Kong

### **DEALER**

**Westpac Banking Corporation  
Hong Kong Branch**  
23rd Floor, Entertainment Building  
30 Queen's Road Central  
Hong Kong  
Tel: (852) 2842 9888  
Fax: (852) 2840 0591