



Westpac Institutional Bank – Account Opening Form

This application incorporates the terms and conditions located at westpac.com.au/CorporateAccountTerms and westpac.com.au/BusinessDepositAccountTerms as applicable.

Before completing the form, please read the section titled Privacy Statement.

You can contact your Westpac Representative if you require a free copy of any documents available from links shown in this form.

1. Customer details

Customer name	Country (if not Australia)
<input type="text"/>	<input type="text"/>
Registered business address (PO Box not acceptable)	ACN, ABN or ARBN
<input type="text"/>	<input type="text"/>
Addressee name (e.g. Payroll department)	If you are a non-resident, do you hold a Withholding Tax exemption certificate?
<input type="text"/>	No <input type="checkbox"/> Yes <input type="checkbox"/>
Mailing address (if different from business address)	
<input type="text"/>	

Declaration of Australian Business Number of Tax Exemption Code

For interest bearing accounts you are not obliged to provide your Australian Business Number (ABN) or Tax Exemption Code, but if you do not provide either, we are required to deduct tax from your distribution at the highest marginal rate to meet Australian Taxation Office requirements.

ABN (11 digits) or Tax Exemption Code (9 digits)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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2. Type of account

Products	<input type="checkbox"/> Corporate Transactional Account	<input type="checkbox"/> Corporate Investment Account	<input type="checkbox"/> Corporate Evergreen Account	<input type="checkbox"/> Specialised Trust Account
Options	<input type="checkbox"/> Non-interest Bearing <input type="checkbox"/> Interest Bearing <input type="checkbox"/> Setoff – subject to approval and additional documentation as required	An at call investment account	<input type="checkbox"/> 31 Days <input type="checkbox"/> 45 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> 189 Days <input type="checkbox"/> 371 Days	<input type="checkbox"/> Statutory Trust Account <input type="checkbox"/> QLD Project Trust Account <input type="checkbox"/> QLD Retention Trust Account

Name of account (optional)

Alternate account for fees, taxes and duties (must be a Westpac account in the name of the customer)
(mandatory for Corporate Evergreen Account and Specialised Trust Account)

Alternate account for interest (must be a Westpac account in the name of the customer)
(mandatory for Corporate Evergreen Account and Specialised Trust Account)

BSB number	Account number	BSB number	Account number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Statement frequency: Monthly ☐ Quarterly ☐

2. Type of account (continued)

Cheque Book (Statutory Trust Account only)

Number of cheques	<input type="checkbox"/> 50	<input type="checkbox"/> 100	<input type="checkbox"/> 200
Crossed Not negotiable	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of books			

Deposit Book (N/A for Corporate Evergreen Account)

Number of slips	50
Number of books	

3. Client monies (complete if Corporate Investment Account or Corporate Transaction Account not participating in a Setoff arrangement is selected in section 2)

Will this account be used for the purposes of holding monies for your clients?

☐ No ☐ Yes – confirm which regulation is applicable

☐ Corporations Act 981B

☐ Corporations Act 1017E

☐ Other – please specify governing regulation (subject to approval)

4. Statutory Trust Account details (complete if Statutory Trust Account type selected in section 2)

Please provide the relevant industry and state:

Industry

☐ Real Estate / Property Agent

☐ Law Firm / Solicitor

☐ Other – please specify

State

5. Notice of Authority

Tick (✓) one option.

☐ Copy Notice of Authority from an existing account held by this Customer, provide details below then go to section 8.

BSB number

Account number

☐ Create a new Notice of Authority for this account, complete sections 6 and 7.

6. Account Operating Rule

Tick (✓) one option.

☐ Any 1 account signatory can operate and sign independently 'any 1 to sign'.

☐ Any 2 account signatories are required to sign together 'any 2 to sign'.

7. Details of account signatory(ies)

If more than 2 account signatories, create blank copies of this page then complete.

Account Signatory

Before completing, please read the section titled 'Privacy Statement'

The Account Signatory signing this form, confirm and agree that they must be fully identified by Westpac (and not by a Verifying Officer) for the purposes of this authority before acting under the authorisation and that Westpac may decide to accept or decline an authorisation for reasons associated with its obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (the AML law) without being required to give reasons.

Given name

Middle name (if applicable)

Surname

Residential address

Specimen signature

Please sign within the box



Date of birth

8-digit customer ID/number (if applicable)

Position held

Is the account signatory known by any other names?

☐

No

☐

Yes – please provide names

7. Details of account signatory(ies) (continued)

If more than 2 account signatories, create blank copies of this page then complete.

Account Signatory

Before completing, please read the section titled 'Privacy Statement'

The Account Signatory signing this form, confirm and agree that they must be fully identified by Westpac (and not by a Verifying Officer) for the purposes of this authority before acting under the authorisation and that Westpac may decide to accept or decline an authorisation for reasons associated with its obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (the AML law) without being required to give reasons.

Given name


Middle name (if applicable)

Surname

Residential address

Specimen signature

Please sign within the box



Date of birth

8-digit customer ID/number (if applicable)

Position held

Is the account signatory known by any other names?

☐

No

☐

Yes – please provide names

8. Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”)

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at westpac.com.au/privacy/privacy-statement or by calling us through your relationship manager or Westpac representative. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our privacy statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

9. Electronic instruction indemnity

It would be convenient, and in our interests, if the Customer or I/we on behalf of the Customer could from time to time, send instructions, confirmations, or other information by Electronic Communication to Westpac in relation to any accounts, facilities or other arrangements which we may now or in the future have with Westpac. Electronic Communication means communication by email, facsimile, telephone, or other computerised means (including, without limitation, by any Westpac online banking system such as LoanIQ and Corporate Online or any other online system such as Adobe Acrobat Pro).

In consideration of Westpac agreeing to accept instructions, confirmations or other information appearing to be sent by us by the above means, and without limiting the terms of any other authorities or indemnities, the Customer or I/we on behalf of the Customer agree that:

1. Each Electronic Communication relating to a product, facility or transaction with Westpac will be given by a person or persons authorised to give instructions, confirmations or other information of the type contained in the Electronic Communication under the terms on which that product, facility or transaction is provided or entered into by Westpac. Without limitation, this includes our undertaking that only persons who have been properly identified as signatories to an account for the purposes of relevant Anti-Money Laundering and Counter-Terrorism Financing legislation will provide instructions by Electronic Communication requesting, directing or otherwise in connection with transactions on that account. Westpac will not be taken to have knowledge that an Electronic Communication has been sent by an unauthorised person merely because the identification line in that email differs from the name of the person sending it.
2. Whenever we instruct, confirm or otherwise provide information by Electronic Communication which requires a username and/or password, we will ensure the username and/or password will only be provided to a person or persons that are fully authorised by us and the username and/or password will be kept safe, secure and strictly confidential. We will take all reasonable steps to preserve the confidentiality of the username and/or password.
3. Each Electronic Communication will be in a form acceptable to Westpac and in the form (if any) prescribed for the relevant purpose. In the case of email that prescribed form may be included as an attachment.
4. Each facsimile will be sent to the telephone number notified from time to time for that purpose by Westpac and each email will be sent to the email address notified from time to time by Westpac for the relevant purpose.
5. A facsimile will be taken to have been received by Westpac if actually received in a form considered to be legible by Westpac having been sent to the telephone number notified from time to time for that purpose by Westpac. An email will be taken to have been received by Westpac if you receive a return email from Westpac (other than an automatic or system generated acknowledgement) actually confirming receipt.
6. An email will not be taken to have been received by Westpac if we receive a return email from Westpac that states that the recipient is no longer working with Westpac or is out of the office (or similar) or we receive any form of error message that indicates the email may not have been received at the given email address.
7. If an Electronic Communication appears on its face to be genuine, Westpac has no obligation to verify its authenticity or accuracy unless Westpac knows or has reasonable grounds to believe that the facsimile or email is unauthentic or inaccurate.
8. Westpac may act on any instruction, confirmation or information provided by Electronic Communication regardless of by whom the actual or purported Electronic Communication was transmitted or by what means any signature or name may have been affixed, unless Westpac knows or has reasonable grounds to believe that the Electronic Communication has been sent in error or is fraudulent.

9. Electronic instruction indemnity (continued)

9. Westpac may also, in its reasonable discretion, defer acting in accordance with the whole or any part of any instruction, agreement, document or confirmations provided by Electronic Communication pending further enquiry to or confirmation from us, but Westpac will not be under any obligation to so defer in any case.
10. We release Westpac from, and indemnify Westpac against, all claims, losses, damages, reasonable costs and expenses in connection with Westpac having acted or delayed or deferred acting, or (in the case of an instruction or confirmation received more than once), repeating an action in full or partial reliance on instruction, agreement, document or confirmations received by Electronic Communication except to the extent that Westpac has acted negligently or fraudulently in any circumstances in relation to that Electronic Communication.
11. We acknowledge that Westpac's acceptance of this authority and indemnity and of subsequent Electronic Communication does not constitute an undertaking on its part to always accept Electronic Communication for all or any purposes. Westpac may, at any time, advise us that it is no longer prepared to accept Electronic Communication in a particular context or in all contexts but if it does so will give us notice.
12. We acknowledge that Electronic Communication may not prove to be secure methods of delivering instructions, confirmations or other information and that Electronic Communication may be interfered with, altered, forged, duplicated, intercepted or viewed by unauthorised third parties, and we accept these and other risks associated with sending instructions, confirmations or other information by these means.
13. Each release and indemnity given in this [Section 9] survives the cancellation of this authority in respect of all Electronic Communication received or taken to be received by Westpac prior to it having received actual notice of such cancellation and, in the case of cancellation by us, Westpac having sufficient time to disseminate the fact of cancellation to its relevant employees.
14. If there is any inconsistency between this document and any other document, the terms of this document prevail. Further, if another agreement requires us to Instruct Westpac in a certain way (for example by way of a prescribed form of notice contained in another document) we agree that if we Instruct Westpac by Electronic Communication in respect of the same subject matter, we will be bound in the same way as if we had Instructed Westpac in accordance with the requirements of that other agreement.

Note: The terms in this section only apply where you deal with Westpac via Electronic Communication. Where possible, you may still deal with us via non-Electronic Communication.

10. Customer acknowledgements and agreements

The Customer acknowledges and agrees or I/we on behalf of the Customer acknowledge and agree:

- of having read the terms and conditions that apply to the account(s) and to be bound by those terms and conditions¹ which apply from time to time to the account(s) (including where the account is amended, varied, or closed);
- to having received a copy of the fees and charges that apply to the account(s);
- that Westpac may charge to this or any other account(s) the Customer may conduct with Westpac or recover from the Customer any Westpac fees, government charges, taxes or duties imposed on transactions on/or which relate to the Customer's account(s); and
- documents presented for identification purposes may be verified by Westpac with an appropriate authority.
- in respect of QLD Project Trust Accounts and/or QLD Retention Trust Accounts only:
 - that the Customer or I/we on behalf of the Customer are opening QLD Project Trust Account(s) and/or QLD Retention Trust Account(s) within the timeframe required by the *Building Industry Fairness (Security of Payment) Act 2017 (BIFA)*, noting the timeframe required by Westpac to open the account(s) and;
 - agree to hold Westpac harmless for any consequence if the account(s) is not opened within that time required by the BIFA, except to the extent the harm is a result of Westpac's negligence.
- in respect of QLD Retention Trust Accounts, that its nominated representative(s) have completed the retention trust account training required by the BIFA and that only the nominated representative(s) can provide instructions to Westpac.

¹ Please note: the terms and conditions applicable to the account(s) will be as contained in the Customer's relevant banking agreement with Westpac, but if the Customer does not have a relevant banking agreement with Westpac, the terms and conditions located at the start of this form.

The Customer or I/we on behalf of the Customer believe the details on the pages of this form to be true and correct.

This document may be executed in multiple counterparts and, if so, each counterpart constitutes an original of this document, all of which together constitute one instrument.

10. Customer acknowledgements and agreements (continued)

Are you executing on behalf of: (tick all that apply)

- ☐ An Australian company ☐ An individual ☐ A Government entity
☐ A non-company (e.g. a partnership) ☐ A foreign entity

Are you executing in your capacity as: (tick all that apply)

- ☐ A Director and/or Company Secretary ☐ A Trustee ☐ Other – please specify
☐ An attorney or a delegate under a Power of Attorney or a delegated authority, respectively Date of instrument

If you are executing under a Power of Attorney or a delegated authority, you confirm that you have no notice of the revocation of the Power of Attorney or a delegated authority.

Please note: Westpac reserves the right to request further evidence of your authority to sign, for example requesting copies of power of attorneys, delegated authority instruments, trust deeds and partnership agreements.

Executed on and behalf of (Customer Name)

ACN, ABN or ARBN

Name of signatory

Official designation of signatory

(e.g. Director, Company Secretary, Attorney, or Trustee)

Signature

Date

Name of signatory

Official designation of signatory

(e.g. Director, Company Secretary, Attorney, or Trustee)

Signature

Date