



Base Metal Swap Contract Product Disclosure Statement

Issued by Westpac Banking Corporation
ABN 33 007 457 141 AFSL 233714

Dated: 10 February 2016

Westpac

**Institutional
Bank**

Base Metal Swap Contract



Contents

Important Information	3
Base Metal Swap Contract (BMSC) Summary	4
Base Metal Swap Contract (BMSC)	5
<i>What is a BMSC?</i>	5
<i>How do BMSCs work?</i>	5
<i>How does Westpac determine my Fixed Swap Price?</i>	5
<i>What happens on the Termination Date?</i>	6
<i>Can I terminate a BMSC before the Termination Date?</i>	6
<i>Can I leave orders?</i>	6
<i>Are there any Westpac credit requirements before dealing?</i>	6
Costs, Benefits and Risks	7
<i>What are the costs?</i>	7
<i>Key Benefits</i>	7
<i>Key Risks</i>	7
Documentation and Confirmation	8
<i>What documentation is required?</i>	8
<i>What about Confirmations?</i>	8
Examples	9
<i>Scenario 1 - Commodity Producer (Seller of Copper – USD Swap)</i>	9
<i>Scenario 2 - Commodity Consumer (Purchaser of Aluminium – AUD Swap)</i>	10
General Information	12
<i>What information we need from you</i>	12
<i>Code of Banking Practice</i>	12
<i>Financial crimes monitoring</i>	12
<i>Our Reporting Obligations under FATCA</i>	13
<i>Telephone conversations</i>	13
<i>Taxation</i>	13
<i>Privacy</i>	13
<i>Labour standards or environmental, social and ethical considerations</i>	14
<i>Dispute resolution</i>	14
Glossary	15
<i>Appendix A – Examples of Available Commodities and Floating Reference Price Sources</i>	16
<i>Appendix B – Currency conversion of the Floating Reference Price</i>	17
Contact Details	18

Important Information

A Product Disclosure Statement (**PDS**) is an information document. Its purpose is to provide you with enough information so that you can decide if the product will meet your needs. A PDS is also a tool for comparing the features of other products you may be considering. If you have any questions about this product, please contact us on any of the numbers listed at the back of this PDS.

This PDS relates to Base Metal Swap Contracts (**BMSCs**) issued by Westpac Banking Corporation (ABN 33 007 457 141 AFSL 233714) (**Westpac, we, our or us**). We are the issuer of this PDS. A BMSC is a sophisticated financial product requiring a good understanding of the way commodity contracts and markets work. You should read and consider all sections of this PDS carefully before making a decision about the suitability of this product for you. You may also wish to obtain independent expert advice.

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

The meaning of some terms in this PDS (indicated by using a capital letter at the beginning of the term) is included in the Glossary on page 15.

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

The information in this PDS may be updated and made available to you on our website at www.westpac.com.au. We will provide you with a paper copy of any updated information posted on our website on request without charge. Information relating to BMSCs that is not materially adverse may change from time to time.

If there is a change to information relating to BMSCs that is materially adverse, we will (depending on the nature of the change or event) notify you within 3 months of the change or event and issue a replacement or supplementary PDS where required.

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

Base Metal Swap Contract (BMSC) Summary

Issuer	Westpac Banking Corporation (ABN 33 007 457 141 AFSL 233714).
Purpose	A BMSC is designed to assist you in reducing your commodity price risk by allowing you to swap a floating price for a fixed price for a specified commodity. It will also help you to manage your currency risk where you elect to transact your BMSC in Australian dollars (AUD).
Suitability	A BMSC may be suitable if you have a good understanding of commodity markets and have a genuine commercial need to manage the price risk associated with a particular commodity. It should not be used for trading or speculative purposes.
Costs	There are no up-front out of pocket costs with a BMSC. See the section titled “What are the costs?” on page 7 for more information.
Key Benefits	<p>Protection – A BMSC provides you with protection against unfavourable commodity price movements.</p> <p>Coverage – BMSCs are available for a wide range of commodities. Please contact us to confirm your desired commodity is covered. Our contact details are set out on page 18.</p> <p>Cashflow certainty – A BMSC allows you to fix the value of a commodity sale or purchase in a specified currency.</p> <p>Flexibility – Key variables, including the Termination Date and the Notional Quantity, can be tailored to meet your particular needs.</p> <p>See the section titled “Key Benefits” on page 7 for more information.</p>
Key Risks	<p>Opportunity loss – You will not receive the benefit of favourable commodity price movements that may occur.</p> <p>Variation / Early termination – You can vary or terminate a BMSC early but there may be a cost if you do so.</p> <p>No cooling off period – There is no cooling off period.</p> <p>Counterparty and operational risk – Westpac has performance obligations under a BMSC. You need to form a judgment of our ability to meet those obligations.</p> <p>Basis Risk – You are exposed to price risk where the actual commodity price you pay (or receive) in the physical market does not match the Floating Reference Price of the BMSC.</p> <p>Currency Risk – Where the BMSC is not denominated in AUD you will be exposed to currency risk.</p> <p>See the section titled “Key Risks” on page 7 and the section titled “Can I terminate a BMSC before the Termination Date?” on page 6 for more information.</p>
Term	1 month to 3 years (longer terms may be available on request)
Minimum Transaction Amount	Copper – 10 Metric Tonnes; Aluminium – 10 Metric Tonnes; Zinc – 10 Metric Tonnes; Lead– 10 Metric Tonnes; Nickel – 6 Metric Tonnes; Tin – 5 Metric Tonnes. (smaller amounts and other commodities may be available on request)
How to Apply	Visit any Westpac branch or contact your existing Westpac representative. Alternatively, you can contact us at the details listed at the back of this PDS.

Base Metal Swap Contract (BMSC)

What is a BMSC?

A BMSC is an agreement between you and Westpac that protects you against unfavourable commodity price movements and, if denominated in AUD, against unfavourable exchange rate movements too. It effectively fixes the price you receive, or pay, for your underlying commodity. Under a BMSC you exchange a floating price for a fixed price for a quantity of a specified commodity.

A BMSC may be useful for producers looking to protect their revenue against declining commodity prices, consumers looking to protect their costs against increasing commodity prices and other customers with exposure to commodity price movements.

How do BMSCs work?

When you enter into a BMSC, you nominate the commodity and the currency that you want your contract denominated in.

You also nominate the Termination Date, the Notional Quantity of the commodity, the Floating Reference Price you are looking to exchange and the Calculation Period over which it will be calculated. Westpac will then determine the Fixed Swap Price based on the details nominated by you.

The Floating Reference Price is the variable price of your underlying commodity. It will be based on an agreed Futures Contract on an agreed futures exchange or a published index price established in the market through a defined price setting process. Appendix A provides examples of some of these.

While the reference price can be a single reference price on a nominated date, it is generally defined to be the average of the closing prices of an agreed futures contract or published index over a number of business days. This period over which the Floating Reference Price is determined is known as the Calculation Period.

Where the agreed Floating Reference Price is not denominated in the currency you nominated it will be converted into that currency using a Currency Reference Source as set out in the BMSC. Appendix B provides a full description of the two main conversion methodologies used in the market.

The Fixed Swap Price is your level of commodity price protection. It will be denominated in the currency nominated by you.

On the Termination Date a cash settlement amount will be calculated. Depending upon the relationship between the Floating Reference Price and the Fixed Swap Price this amount will be payable by Westpac to you or alternatively by you to Westpac. The amount payable will be based on the Notional Quantity of the BMSC. It will be payable on the Payment Date agreed up-front.

Where you have entered into a BMSC to manage the risk of a rise in commodity prices (that is you agree to pay the Fixed Swap Price), the two possible outcomes on the Termination Date are:

- if the Fixed Swap Price is greater than the Floating Reference Price, then you will make a cash payment to Westpac based on the difference between these prices; and
- if the Floating Reference Price is greater than the Fixed Swap Price, then Westpac will make a cash payment to you based on the difference between these prices.

Where you have entered into a BMSC to manage the risk of a fall in commodity prices (that is you agree to receive the Fixed Swap Price), the two possible outcomes on the Termination Date are:

- if the Fixed Swap Price is greater than the Floating Reference Price, then Westpac will make a cash payment to you based on the difference between these prices; and
- if the Floating Reference Price is greater than the Fixed Swap Price, then you will make a cash payment to Westpac based on the difference between these prices.

How does Westpac determine my Fixed Swap Price?

When determining the Fixed Swap Price, Westpac takes several factors into account including:

- the commodity and the time zone you choose to trade in;
- the Notional Quantity;
- the Termination Date set by you;
- the Floating Reference Price eg., the futures price on the agreed futures exchange or the forward price of the agreed published index;
- the Calculation Period ;
- the Forward Exchange Rate of the relevant Currency Reference Source required to convert the futures price into the currency nominated by you and the agreed Currency Reference Source; and
- market volatility and market liquidity.

What happens on the Termination Date?

On the Termination Date, the Floating Reference Price will be identified and Westpac will calculate the cash settlement amount payable.

The **cash settlement amount** will be the net difference between the floating amount payable and the fixed amount payable and will be calculated as follows:

floating amount payable = Notional Quantity x Floating Reference Price

fixed amount payable = Notional Quantity x Fixed Swap Price

Depending on the terms of your BMSC (in particular whether you are paying the fixed amount or paying the floating amount) the difference between these amounts will be payable by you to Westpac or by Westpac to you.

Where you are paying Westpac you will need to provide Westpac with either foreign currency or AUD. You can provide foreign currency either by telegraphic transfer or by transferring funds from a foreign currency account/deposit. You must provide AUD in Clear Funds. Where Westpac is required to make a payment to you we will deposit amounts owing to you into a Westpac bank account (in your name), denominated in the relevant currency. Alternative arrangements can be made with Westpac's agreement.

Can I terminate a BMSC before the Termination Date?

You may ask us to terminate a BMSC at any time prior to the Termination Date ("Early Termination"). We will then provide you with an Early Termination quote. There will be a cost or gain arising as a result of Early Termination. If you accept the Early Termination quote, we will Early Terminate the BMSC.

Our quote will incorporate the same variables used when pricing the original BMSC. These will be adjusted for the prevailing conditions in respect of the remaining term of the BMSC. We will also need to consider the cost of reversing or offsetting your original transaction. When doing this we take into account the current market rates that apply to any offsetting transactions.

You will be responsible for any costs incurred by Westpac in Early Terminating the BMSC, however Westpac will also pass on to you any gain arising as a result of Early Termination.

Any payments due to you, or payable by you, shall occur within five business days of accepting the Early Termination quote.

Can I leave orders?

Westpac may accept and execute orders on your behalf. However, we are not obliged to do so.

An order is a request that you leave with the bank to establish or terminate a BMSC on your behalf once a specified price nominated by you is reached. Requests for orders can be placed on any Sydney business day between 9 am and 7 pm Sydney time.

The minimum amount for an order is the same as that applying for any BMSC with us (see "Minimum Transaction Amount" in the "BMSC Summary" on page 4). All requests for orders will be subject to our normal credit approval process.

If the commodity price is reached, in the currency nominated by you, we will attempt to execute your order. This will be on a best endeavours basis. It may not always be possible for us to complete your order at the nominated price. This may be due to a large jump in the market price of the commodity (and where applicable the relevant exchange rate) or a lack of liquidity in the underlying market at the time the nominated price is reached. Similarly, this may result in your order being partially completed. Unless specified at the time the order is placed orders will be partially completed if the nominated price level is reached under the circumstances mentioned above or other similar circumstances.

Orders will be in place until executed or until you advise us to cancel them. You will be advised as soon as practical if an order is executed.

Are there any Westpac credit requirements before dealing?

Before entering into a BMSC, Westpac will assess your financial position to determine whether or not your situation satisfies our normal credit requirements. This assessment is to determine your creditworthiness. Westpac will advise you of the outcome of its review as soon as possible.

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

Costs, Benefits and Risks

What are the costs?

There are no up-front out of pocket costs with a BMSC. The price of a BMSC is simply the Fixed Swap Price applicable to the BMSC. This price is determined by Westpac (see the section “How does Westpac determine my Fixed Swap Price?” on page 5 for more information) and will be quoted to you immediately prior to your entry into the specified BMSC.

While there are no direct fees associated with a BMSC, Westpac still derives a financial benefit. Westpac obtains that benefit by incorporating a margin into the Fixed Swap Price it sets. In effect, you pay for a BMSC by accepting the Fixed Swap Price quoted by Westpac.

Key Benefits

Protection

BMSCs provide you with protection against unfavourable commodity price movements between the time you deal and the Termination Date. This can assist you in managing your commodity exposures. On the Termination Date, you will be protected for the Notional Quantity at the Fixed Swap Price (in the absence of any basis risk - see the “Key Risks” section below).

Where the Fixed Swap Price is denominated in AUD a BMSC will also protect you against the impact of unfavourable exchange rate movements on your commodity price in AUD terms.

Coverage

BMSCs are available for a wide range of commodities. They can also be denominated in a wide range of currencies to match your underlying needs. Please contact us to confirm your desired commodity is covered. Our contact details are set out on page 18.

Cashflow certainty

A BMSC allows you to fix the value of a commodity sale or purchase in a specified currency or part of a commodity sale or purchase where the BMSC is fixing a price component that contributes to the full price. Removing the uncertainty of commodity price fluctuations will assist you with cash flow planning/forecasting.

Flexibility

The Termination Date and the Notional Quantity can be tailored to meet your particular requirements.

Cost and Administration

In contrast with a commodity Futures Contract no brokerage fees are payable with a BMSC and the collateral requirements associated with Futures Contracts, including margin calls, do not apply with BMSCs. Where your credit application is successful and the appropriate documentation has been signed your only obligation is the settlement of the BMSC on the Payment Date.

Key Risks

Variation / Early Termination

Terminations or variations to your BMSC may result in a cost to you – see the section titled “Can I terminate a BMSC before the Termination Date?” on page 6 for more information.

No cooling off period

There is no cooling off period. This means that, in most circumstances, once you enter into a BMSC, you cannot terminate or vary the BMSC without our consent. See the “Variation / Early termination” section above.

Opportunity loss

You will forego any benefit of a favourable commodity price move between the time you enter into a BMSC and the Termination Date.

The price achieved with a BMSC may not be as favourable as the price you could have achieved if you had not entered into any BMSC at all.

Counterparty and operational risk

As is the case with most financial markets products we enter into, Westpac has performance obligations under a BMSC. If we are unable to perform our obligations under your BMSC, you may be exposed to commodity price fluctuations as if you had not entered into a BMSC.

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

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

Further information about Westpac, including copies of our recent financial statements, is available on our website at www.westpac.com.au.

Basis Risk

A BMSC will not protect you against any price risk that exists when the Floating Reference Price does not match the actual commodity price you pay or receive in the physical market. This risk is referred to as basis risk. (For example, prices paid and received in the physical market take into account “grade” and “location”. A BMSC does not cover this risk.)

Currency Risk

Commodity prices are generally traded and expressed in United States dollars (USD) in the global market. Accordingly the commodity price component of the Floating Reference Prices is generally denominated in foreign currency.

The Floating Reference Price can be denominated in any currency through the inclusion of an appropriate Currency Reference Source which is agreed up-front.

Where the AUD is your accounting currency and the BMSC is not expressed in AUD terms (i.e. the Floating Reference Price is not denominated in AUD) you will be exposed to currency risk.

Documentation and Confirmation

What documentation is required?

Master dealing agreement

You will usually need to sign a master dealing agreement if you want to enter into a BMSC. This will either be an agreement with us or an industry standard master dealing agreement.

We will advise you which master dealing agreement you will need to sign.

The master dealing agreement governs the dealing relationship between you and us and sets out the terms and conditions that will apply to all transactions that we enter into with you that are covered by the agreement. In particular, they document the situations where those transactions can be terminated and the way the amount to be paid following termination is calculated.

You will be provided with a copy of the relevant master dealing agreement and we strongly recommend that you fully consider its terms before signing. You should obtain independent advice if you do not understand any aspect of the document.

Email or facsimile authority and indemnity

If you would like to provide us with email or facsimile instructions in relation to a BMSC, we may require you to complete an email or facsimile authority and indemnity. The purpose of the email or facsimile authority and indemnity is to protect us against the consequences of acting upon instructions which may not represent your genuine wishes, but which appear to us to be genuine.

Other documentation

You may be requested to complete additional documentation before you enter into a BMSC depending on the outcome of Westpac's assessment of your creditworthiness. We will inform you if any further documentation is required at that time.

What about Confirmations?

The commercial terms of a particular BMSC will be agreed at the time of dealing. This may occur over the phone or electronically. Once we reach an agreement, both you and Westpac are bound by the terms of the BMSC.

Shortly after entering into a BMSC, Westpac will send you a Confirmation outlining the commercial terms of the transaction. You will need to sign this Confirmation and return it to Westpac. This Confirmation evidences the transaction entered into under your master agreement with us.

This Confirmation will include:

- the agreed Notional Quantity on which calculations will be based;
- the basis for determining the Floating Reference Price;
- the Fixed Swap Price;
- the Termination Date; and
- the Payment Date.

The Confirmation will also specify that settlement payments will be "netted" and any cash payment from you, or cash payment to you, will be settled under advice to you through your Westpac transactional account (or your nominated account if we have agreed to use alternative arrangements).

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

In addition, Westpac will send you a Settlement Advice on the Termination Date detailing the calculations of all cash settlement flows and advising you of any payments due to you or by you under your BMSC.

Examples

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

Scenario 1 - Commodity Producer (Seller of Copper – USD Swap)

You are an Australian based copper producer looking for protection from falling copper prices in three months' time. Given your production level, you decide to hedge the price on 50 tonnes of copper for this period. You decide to only protect the USD value of your production, choosing to manage your AUD/USD exchange rate risk separately.

If I do nothing, what commodity price risk do I face?

If you did nothing, the amount of USD you will receive when you sell your copper will depend on the market price for copper (as specified by the terms of your agreement with your customers).

If the copper price falls, you will receive fewer USD when you sell your copper to your customer. Alternatively, if the copper price rises, you will receive more USD when you sell your copper.

How will a BMSC change this?

You enter into a BMSC denominated in USD to receive a fixed price for copper with a Notional Quantity of 50 tonnes with a Termination Date in three months' time. The Floating Reference Price is specified as the official settlement price of Copper-LME Cash on the Termination Date.

Based on these details Westpac determines the fixed swap price to be USD 6,000.00 per tonne.

On the Termination Date Westpac will calculate the floating amount payable and the fixed amount payable. Where the floating amount payable by you is greater than the fixed amount payable by Westpac, you will pay the net difference to Westpac. Alternatively, where the opposite occurs you will receive the difference from Westpac.

The floating amount payable will depend on the Floating Reference Price on the Termination Date.

There are two possible scenarios on the Termination Date. These are:

- a) if the USD 6,000.00 per tonne Fixed Swap Price is less than the Floating Reference Price, you will pay Westpac the difference in USD on the Payment Date.

For example if the Floating Reference Price is USD 6,500.00 per tonne, the floating amount payable by you will be:

USD 325,000.00
(= 50 x USD 6,500.00)

while the fixed amount payable by Westpac will be:

USD 300,000.00
(= 50 x USD 6,000.00)

Accordingly, the difference (USD 25,000.00) will be payable by you to Westpac on the Payment Date. This amount will offset the higher price you receive when you sell your physical copper.

When you sell your copper to your customer, the market linked component of the price you receive will be based on the Floating Reference Price for copper of USD 6,500.00. Accordingly, you will receive USD 325,000.00 for this component.

Subtracting from this the amount payable by you under the swap settlement (USD 25,000.00), the total amount that you effectively receive for this component is USD 300,000.00. This is equivalent to USD 6,000.00 per tonne (USD 300,000.00/50) i.e. the Fixed Swap Price.

- b) if the USD 6,000.00 per tonne Fixed Swap Price is greater than the Floating Reference Price, Westpac will pay you the difference in USD on the Payment Date.

For example if the Floating Reference Price is USD 5,500.00 per tonne, the floating amount payable by you will be:

USD 275,000.00
(= 50 x USD 5,500.00)

while, the fixed amount payable by Westpac will be:

USD 300,000.00
(= 50 x USD 6,000.00)

Accordingly, the difference (USD 25,000.00) will be payable by Westpac to you on the Payment Date. This amount will offset the lower price you receive when you sell your physical copper.

When you sell your copper to your customer, the market linked component of the price you receive will be based on the Floating Reference Price for copper of USD 5,500.00. Accordingly, you will receive USD 275,000.00 for this component.

Adding this to the amount you receive under the swap settlement (USD 25,000.00), the total amount that you effectively receive for this component is USD 300,000.00. This is equivalent to USD 6,000.00 per tonne (USD 300,000.00/50) i.e. the Fixed Swap Price.

What is not covered with a BMSC?

By entering into a BMSC you have acted to remove the uncertainty of commodity price fluctuations over that period. Provided the market linked component of your copper sale is based on the Floating Reference Price of your BMSC, you have effectively fixed this component of your sale price at the Fixed Swap Price.

However, you need to remember that the price you receive under the contract for the physical sale of your copper may not be an exact reflection of the Floating Reference Price under your BMSC. This could occur, for example, because the price that you receive for the physical copper factors in product form, freight costs, the grade (purity) of the base metal and other factors.

The fluctuation between the price you receive from your customer and the floating price of a BMSC is referred to as the “basis” and is not covered by a BMSC. Any slippage between the price you receive in the physical market under your supply contract and the Floating Reference Price may decrease the fixed price you effectively receive.

Scenario 2 - Commodity Consumer (Purchaser of Aluminium – AUD Swap)

You are an Australian based aluminium consumer looking for protection from increasing aluminium prices. Given your consumption level, you decide you want to hedge the price of 150 tonnes of aluminium per month for the three month period from April to June. You decide that you also want to protect yourself against adverse exchange rate movements and hence wish to hedge your aluminium price risk in Australian dollars (AUD)

If I do nothing, what commodity price risk do I face?

If you did nothing, the amount of AUD you will pay each month when you buy your aluminium will depend on both the market price for aluminium and the AUD-USD Market Foreign Exchange Rate for the relevant period (as specified in the terms of your agreement with the supplier).

If the aluminium price denominated in AUD falls, you will pay fewer AUD when you buy the aluminium from your supplier. Alternatively, if the aluminium price denominated in AUD rises, you will pay more AUD when you buy your aluminium.

How will a BMSC change this?

You enter into a BMSC to pay a fixed price for aluminium with a Notional Quantity of 150 tonnes per month for a three month period starting in April. The Floating Reference Price is specified as the average of the daily official settlement price of Aluminium -LME Cash for each month converted into AUD at the average of the daily AUDFIX10H rate for each corresponding month. (This is the first currency conversion methodology displayed in Appendix B on page 17).

Based on these details Westpac determines the Fixed Swap Price to be AUD 2,360.00 per tonne for each Calculation Period (in this case each calendar month) in the three-month period.

On each Termination Date Westpac will calculate the floating amount payable and the fixed amount payable for the relevant Calculation Period. Where the fixed amount payable by you is greater than the floating amount payable by Westpac, you will pay the net difference to Westpac. Alternatively, where the opposite occurs you will receive the difference from Westpac.

The floating amount payable will depend on the Floating Reference Price and the Currency Reference Source over the Calculation Period.

There are two possible scenarios on each Termination Date. These are:

- a) if the AUD 2,360.00 per tonne Fixed Swap Price is less than the Floating Reference Price, Westpac will pay you the difference in AUD on the Payment Date.

For example if the Floating Reference Price is AUD 2,560.00 per tonne the floating amount payable by Westpac will be:

AUD 384,000.00
(= 150 x AUD 2,560.00)

while, the fixed amount payable by you will be:

AUD 354,000.00
(= 150 x AUD 2,360.00)

Accordingly, the difference (AUD 30,000.00) will be payable by Westpac to you on the Payment Date. This amount is designed to compensate you for the higher price you will pay when you buy your aluminium.

When you buy your aluminium from your supplier, the market linked component of the price you pay will be based on the Floating Reference Price for aluminium of AUD 2,560.00 Accordingly, this component will cost you AUD 384,000.00. Subtracting from this the amount you receive from the swap settlement (AUD 30,000.00), the total amount that you will effectively pay for your aluminium is AUD 354,000.00. This is equivalent to AUD 2,360.00 (AUD 354,000.00/150) i.e. the Fixed Swap Price.

- b) if the AUD 2,360.00 per tonne Fixed Swap Price is greater than the Floating Reference Price you will pay Westpac the difference in AUD on the Payment Date.

For example if the Floating Reference Price is AUD 2,160.00 per tonne, the floating amount payable by Westpac will be:

AUD 324,000.00
(= 150 x AUD 2,160.00)

while, the fixed amount payable by you will be:

AUD 354,000.00
(=150 x AUD 2,360.00)

Accordingly, the difference (AUD 30,000.00) will be payable by you to Westpac on the Payment Date. This amount will offset the lower price you will pay when you buy your aluminium from your supplier.

When you buy your aluminium from your supplier, the market linked component of the price you pay will be based on the Floating Reference Price for aluminium of AUD 2,160.00. Accordingly, this component will cost you AUD 324,000.00. Adding to this the AUD amount you pay on the swap settlement (AUD 30,000.00) the total amount that you will effectively pay for this component is AUD 354,000.00. This is equivalent to AUD 2,360.00 per tonne (AUD 354,000.00/150), i.e. the Fixed Swap Price.

What is not covered with a BMSC?

By entering into a BMSC you have removed the uncertainty of commodity price fluctuations over the period from April to June. Provided the market linked component of your aluminium purchases is based on the Floating Reference Price you have effectively fixed this component of your purchase price at the Fixed Swap Price of the BMSC

However, you need to remember that the price you pay under the contract for the physical purchase of your aluminium may not be an exact reflection of the Floating Reference Price under your BMSC. This could occur, for example, because the price that you pay for the physical purchase of your aluminium takes into account matters such as product form, freight costs, the grade (purity) of the base metal and other factors.

The fluctuation between the price you pay your supplier and the floating price of a BMSC is referred to as the “basis” and is not covered by a BMSC. Any slippage between the price you pay in the physical market under your supply contract and the Floating Reference Price will increase the fixed price you actually pay.

General Information

What information we need from you

In order to enter into a BMSC with you, we'll need some important details from you. Depending on the legal nature of your business (company, partnership etc.) you will be required to provide certain documents and information to us.

If this is your first account with us:

Under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (**AML/CTF Laws**) it is a requirement that the account holder and all signatories to the account must be identified. So if you're opening an account for the first time this applies to you. It also applies to any account holder or signatory who is not an existing customer.

The identification requirements can be met by completing the Westpac identification procedure which involves providing identity documentation to Westpac. For information on documents required please contact any branch or refer to our website – www.westpac.com.au.

If the account holder or any of the signatories to an account are not identified in terms of the AML/CTF Laws, the account will be blocked for all withdrawals, until they are identified.

If you are an existing customer, an account signatory (or any other cardholder) identification requirements may have previously been satisfied so you don't need to provide it again, unless you are asked to do so by us.

Code of Banking Practice

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

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

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

Please let us know if you would like to discuss whether or not the Code will apply to you. Our contact details are set out on page 18.

Financial crimes monitoring

Westpac is bound by laws to meet its regulatory and compliance obligations, including obligations in relation to the prevention of money laundering and the financing of terrorism under the AML/CTF Laws. In order for Westpac to meet its regulatory and compliance obligations, we perform certain control and monitoring activities. Upon entering into any BMSC with Westpac, you provide the following undertakings and agree to indemnify Westpac against any potential loss arising from any breach by you of such undertakings that:

- you are not and will not enter into any agreement with Westpac under an assumed name;
- any funds used by you to enter into an agreement with Westpac have not been derived from or related to any criminal activities;
- any payments received from Westpac will not be used in relation to any criminal activities;
- if we ask, you will provide us with additional information we reasonably require from you for the purposes of meeting our regulatory and compliance obligations, including the obligations under AML/CTF Laws (including information about the source of funds used to settle a BMSC); and
- you and your BMSC with Westpac will not initiate, engage or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country).

You should be aware that:

- we may obtain information about you or any beneficial owner of an interest in an agreement with Westpac from third parties if we believe this is necessary to comply with our regulatory and compliance obligations, including AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions or the law or sanctions of any other country;
- where transactions are delayed, blocked, frozen or refused, Westpac and other members of the Westpac Group are not liable for any loss you suffer (including consequential loss) in connection with a BMSC; and
- where legally obliged to do so, we may disclose information that we hold about you to our related bodies corporate or service providers, other banks, or relevant regulatory and/or law enforcement agencies (whether in or outside of Australia).

Our Reporting Obligations under FATCA

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer (director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative) of the entity and/or any individual who holds an interest in the entity of more than 25% (a **Controlling Person**) are a US citizen or US tax resident, you must telephone us on 1300 658 194 at the time of entering into a BMSC. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which the BMSC relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, entering into a BMSC with us constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after entering into a BMSC, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the BMSC.

Telephone conversations

The terms of a BMSC are usually agreed verbally over the phone or electronically over an on-line system. Once we have reached an agreement, both you and Westpac are bound by the terms of the BMSC.

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

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

Taxation

Taxation law is complex and its application to this product will depend on your particular circumstances. We make no claim that this product will provide a beneficial or appropriate tax outcome for you. When determining whether this product is suitable for your circumstances, you should consider the impact it will have on your own taxation position and seek professional advice on the tax implications it may have for you.

This document has been produced for use by Australian tax residents only. If you are not a resident of Australia for tax purposes and have entered into a BMSC, you may be required to withhold tax on payments you make. If you are required to withhold an amount of tax on any payments you make as a non-

resident, you are liable to gross up that payment such that we receive all amounts clear of any tax.

Privacy

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application or we may no longer be able to provide a product or service to you.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy.

Our privacy policy is available at www.westpac.com.au or by calling 132 032. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint; and
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

We will use your personal information to contact you or send you information about other products and services offered by Westpac or its preferred suppliers. Please call us on 132 032 or visit any of our branches if you do not wish to receive marketing communications from us.

In addition to our duties under legislation, we have a general duty of confidentiality towards you, except where disclosure is made in a manner consistent with this PDS.

Labour standards or environmental, social and ethical considerations

Westpac does not take into account labour standards or environmental, social or ethical considerations when entering into a BMSC. To learn more about Westpac's commitment to sustainability (including our latest Stakeholder Impact Report) go to www.westpac.com.au.

Dispute resolution

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

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

Please talk to us first

We aim to resolve your complaint at your first point of contact with us. Our contact details are set out on page 18.

What to do if you are still unhappy

If we still haven't been able to deal with your issues to your satisfaction, there are a number of other bodies you can go to. Our external dispute resolution provider is the Financial Ombudsman Service, our membership number is 10999 and the contact details are:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001
Phone 1800 367 287
Fax: (03) 9613 6399
Internet: www.fos.org.au
Email: info@fos.org.au

You can also contact the Australian Securities & Investments Commission (**ASIC**) to make a complaint and to obtain further information about your rights. They have a freecall Infoline on 1300 300 630 or visit www.asic.gov.au.

Glossary

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

AUD means Australian dollars.

AUDFIX10H or **WM/Reuters Australian Fix 10:00**, means the AUD/USD spot exchange rate displayed on the Reuters screen identified by the letters "AUDFIX" under the heading "Today's 10 am reference rate" at or around 10:00 hours (Sydney time) on that date.

Basis means the difference between the price received (or paid) in the physical market (which will reflect quality, transport costs and other factors) and the Floating Reference Price.

BMCS and Base Metal Swap Contract mean the product the subject of this PDS.

Calculation Period means the period between which the published Floating Reference Prices will be used to determine the floating price of the BMSC. This period is specified by the Customer before entering into a BMSC.

Clear Funds means funds that are immediately available on settlement.

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

Confirmation means a letter confirming the terms of a particular BMSC.

Currency Reference Source has the meaning as set out in the Confirmation. It is the exchange rate source agreed up front that will be used to convert the Floating Reference Price into the currency nominated by you (for example, AUDFIX10H).

FATCA means (a) sections 1471 to 1474 of the United States of America Internal Revenue Code of 1986 or any associated regulations or other official guidance; (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States of America and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or (c) any agreement under the implementation of paragraphs (a) or (b) above with the United States of America Internal Revenue Service, the United States of America government or any governmental or taxation authority in any other jurisdiction.

Fixed Swap Price means the agreed fixed price you will pay or receive under the BMSC.

Floating Reference Price means the floating ("non-fixed") component of the BMSC. It is the variable price of your underlying commodity and will be based on an agreed Futures Contract on an agreed futures exchange. Where applicable it will be converted into your nominated currency using an agreed Currency Reference Source.

Forward Exchange Rate means the price of one currency in terms of another currency for delivery on a specified date in the future taking into account Westpac's costs and its profit margin. This is the rate that Westpac will use when the futures price is denominated in a different currency to the one you nominate.

Futures Contract means a legally binding agreement, made on a trading floor of a futures exchange, to buy or sell a commodity or financial instrument sometime in the future.

LME means the London Metals Exchange, a futures and options on futures exchange based in London.

Market Foreign Exchange Rate means the price of one currency in terms of another currency for a specified delivery date after taking into account Westpac's costs and its profit margin. This is the rate that Westpac would make available to you at the relevant time.

Notional Quantity means the agreed quantity of the underlying commodity of the BMSC.

Payment Date means the date on which the cash settlement amount is paid. The date is two business days after the Termination Date or such date as shown in the Confirmation unless otherwise agreed.

Physical Delivery means the actual delivery of the underlying commodity in exchange for cash. Under the terms of a BMSC no physical delivery takes place.

Reuters means Thomson Reuters or its successor, as identified by Westpac acting in a commercially reasonable manner.

Settlement Advice means a letter detailing the calculation of the cash settlement amount as determined by Westpac on the Termination Date.

Termination Date means the date on which the Floating Reference Price is set and the outcome of the BMSC is determined.

USD means United States dollars.

Westpac, we or us means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

you, your means the customer entering into a BMSC.

Appendix A – Examples of Available Commodities and Floating Reference Price Sources

Other commodities may be available on request

Commodity	Reference Price	Reference Price Source	Reference Price methodology
Copper	Copper-LME Cash	London Metals Exchange (LME)	Official settlement price as published by the LME
Copper	Copper-COMEX	COMEX	Official settlement price as published by the COMEX
Aluminium	Aluminium -LME Cash	London Metals Exchange (LME)	Official settlement price as published by the LME
Zinc	Zinc-LME Cash	London Metals Exchange (LME)	Official settlement price as published by the LME
Lead	Lead-LME Cash	London Metals Exchange (LME)	Official settlement price as published by the LME
Tin	Tin-LME Cash	London Metals Exchange (LME)	Official settlement price as published by the LME
Nickel	Nickel-LME Cash	London Metals Exchange (LME)	Official settlement price as published by the LME

Appendix B – Currency conversion of the Floating Reference Price

Where the reference price is calculated on single date, the **Floating Reference Price** will simply be converted at the Currency Reference Source for that specific date.

If the reference price is calculated over a Calculation Period there are two main ways currency conversion is done. Westpac uses the first methodology specified below when none is specified. The second is available on request.

1. Conversion can occur at the end of the **Calculation Period**, by converting the average closing reference price at the average **Currency Reference Source** (determined over the same **Calculation Period**).

In the hypothetical example below, the **Floating Reference Price** for the month is calculated by dividing the average of Column A by the average of column B (that is, USD 6,883.88 / 0.930189 = AUD 7,400.51).

2. Conversion can occur on each day. Under this method the **Floating Reference Price** will be converted into the currency nominated by you using the **Currency Reference Source** for that day.

In the hypothetical example set out below, the **Floating Reference Price** for the month is equal to the average of Column C (that is, AUD 7,397.19).

The example provided is for illustrative purposes only. The UK Early May Bank Holiday and Spring Bank Holiday are excluded for the purpose of calculating the average of the Copper/USD price (Column A) as well as the Calculation of the Copper/AUD price (Column C). All dates are used for the calculation of the AUD fixing (Column B). Which method you require must be specified upfront. The **Calculation Period** and the basis for determining the business days to be used are agreed upfront. The source of the Currency Reference Source will also be agreed up-front.

Example	Column A	Column B	Column C
Fixing Date	Copper/USD	AUD fixing (USD per AUD)	Copper/AUD
Thu 1-May-14	6,670.50	0.92830	7,185.72
Fri 2-May-14	6,699.00	0.92735	7,223.81
Mon 5-May-14	Bank Holiday	0.92735	Bank Holiday
Tue 6-May-14	6,740.00	0.92825	7,260.97
Wed 7-May-14	6,688.00	0.93500	7,152.94
Thu 8-May-14	6,690.50	0.93220	7,177.11
Fri 9-May-14	6,770.00	0.93685	7,226.34
Mon 12-May-14	6,930.00	0.93565	7,406.62
Tue 13-May-14	6,884.50	0.93595	7,355.63
Wed 14-May-14	6,976.50	0.93635	7,450.74
Thu 15-May-14	6,949.00	0.93690	7,417.01
Fri 16-May-14	6,950.00	0.93565	7,427.99
Mon 19-May-14	7,009.00	0.93645	7,484.65
Tue 20-May-14	6,922.50	0.93325	7,417.63
Wed 21-May-14	6,841.00	0.92330	7,409.29
Thu 22-May-14	6,945.50	0.92345	7,521.25
Fri 23-May-14	6,991.00	0.92255	7,577.91
Mon 26-May-14	Bank Holiday	0.92390	Bank Holiday
Tue 27-May-14	7,020.00	0.92575	7,583.04
Wed 28-May-14	7,035.00	0.92645	7,593.50
Thu 29-May-14	6,970.00	0.92235	7,556.78
Fri 30-May-14	6,995.50	0.93090	7,514.77
Average	6,883.88	0.930189	7,397.19
	Average = 6,883.88 / 0.930189 = 7,400.51		

Contact Details

New South Wales and ACT:

Level 2, 275 Kent Street
Sydney NSW 2000
Telephone 1800 680 301

Victoria, South Australia and Tasmania:

Level 6, 150 Collins Street
Melbourne VIC 3000
Telephone (03) 9608 3950

Queensland and Northern Territory:

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

Western Australia:

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