

Range Accrual Deposit.

Product Disclosure Statement.

Issued by Westpac Banking Corporation
Australian Financial Services Licence No. 233714
ABN 33 007 457 141

Dated: 1 June 2018.

200



200 years proudly supporting Australia

Contact details.

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- **Investments and Deposits**

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Glossary.

Application Form means the form at the end of this PDS, or such other form of application as Westpac determines in its absolute discretion from time to time is acceptable.

APRA means the Australian Prudential Regulation Authority.

BBSW or Bank Bill Swap Rate means the primary short-term rate used in the financial markets for the pricing and valuation of Australian dollar securities and as a lending reference rate as calculated and published daily by its administrator, the ASX or any successor administrator. If such a rate is not published, then a rate will be determined by Westpac, acting in good faith and in a commercially reasonable manner. Investors can access information on the calculation methodology and the previous day's BBSW rate in the ASX Benchmark Rates section of the ASX website located at www.asx.com.au.

Business Day means a day we are open for business and does not include a Saturday, Sunday or public holiday.

Commencement Date means the date on which the Principal Amount of your Range Accrual Deposit is to be deposited with us (usually by drawing from your nominated account), as indicated in your Confirmation.

Confirmation means the document issued to you by Westpac following receipt (and subject to acceptance) of your Application Form.

Coupon Period means the number of days since (but not including) the previous Payment Date, or in the case of the first Payment Date, the number of days since (but not including) the Commencement Date.

Early Withdrawal means a full or partial withdrawal from your Range Accrual Deposit before the end of the Term (other than a Principal Payment), which may result in a Reduced Rate.

Enhanced Rate means:

- if you have chosen a fixed rate, the fixed interest rate applying to your Principal Balance for each day the Reference Rate sets within the Range; or
- if you have chosen a floating rate, the floating or variable interest rate applying to your Principal Balance for each day the Reference Rate sets within the Range, expressed as a Spread over the Reference Rate published on the relevant Reset Date. This rate will be set for the duration of the Coupon Period on each Reset Date.

Financial Institution has the meaning given in APRA Prudential Standard APS 001.

Higher Bound means the boundary at the top of the Range.

Lower Bound means the boundary at the bottom of the Range.

Lower Rate means the percentage (which may be zero) of the Enhanced Rate at which interest is to accrue if the Reference Rate sets outside the Range.

Maturity Date means the date on which your Range Accrual Deposit expires, as indicated in your Confirmation.

Notice Period means the 31 day period beginning when a full or partial withdrawal request is received.

Payment Date refers to each date on which a coupon payment will be made by Westpac in respect of your Principal Balance. The specific Payment Dates applying to your investment will be specified in your Confirmation. If a Payment Date does not fall on a Business Day, the payment will be processed on the following Business Day.

PDS means Product Disclosure Statement.

Principal Amount means the amount to be invested by you on the Commencement Date.

Principal Balance means the notional amount left at the beginning of each Coupon Period during the Term. If you choose not to receive Principal Payments during the Term, Principal Balance is equal to the Principal Amount. If you choose to receive Principal Payments during the Term, Principal Balance is equal to the Principal Amount less the sum of Principal Payments already made prior to that date.

Principal Payments means, where applicable, the payments representing a portion of the Principal Amount that you receive on each Payment Date during the Term. These payments are not required to be equal for each Coupon Period.

Range means the range within which you accrue interest at the Enhanced Rate on each day the Reference Rate sets within it. The Range includes the Higher Bound and Lower Bound (that is, if the Reference Rate is equal to the Higher Bound or Lower Bound it will be taken to be within the Range).

Reduced Rate means the interest rate that we will likely apply if we agree to a request for Early Withdrawal or variation of your Range Accrual Deposit.

Reference Rate means the Bank Bill Swap Rate for a one month (1m BBSW), three months (3m BBSW) or six months (6m BBSW) period. The tenor of the Reference Rate will be the same as the coupon payment frequency that you have chosen.

Reset Date means, when the Enhanced Rate is a floating rate, the first day of each Coupon Period. The Enhanced Rate will be set for the duration of the Coupon Period on each Reset Date.

Spread means the margin over the Reference Rate, expressed as a percentage.

Term means the period between the Commencement Date and the Maturity Date.

Transaction Date means the date on which you enter into a legally binding agreement with us on the terms that will apply to your Range Accrual Deposit.

Westpac means Westpac Banking Corporation ABN 33 007 457 141 Australian Financial Services Licence No. 233714, and includes references to 'we', 'our' and 'us'.

Important information.

A Product Disclosure Statement ('**PDS**') is an information document. The purpose of a PDS is to provide you with enough information to allow you to make an informed decision about a product's suitability for 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 the details provided on page 3 of this PDS.

You should read and consider this PDS, in its entirety, carefully and seek independent expert advice before making a decision about whether or not this product is suitable for you.

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

This PDS is issued by Westpac Banking Corporation and is current as at 1 June 2018. The information in it is subject to change. Westpac will provide updated information by issuing a supplementary or replacement PDS (if this were required, such as if the change were materially adverse to investors) or by posting the information on our website. You can get a paper copy of any updated information without charge by calling us.

Nothing in this PDS is, or may be relied upon as, a representation as to the future performance of Range Accrual Deposits.

The offer of Range Accrual Deposits is being made to persons located in Australia only. No action has been or will be taken to register or qualify Range Accrual Deposits or otherwise permit a public offering of Range Accrual Deposits under the US Securities Act of 1933. Receipt of this PDS in jurisdictions outside of Australia may be restricted by local law and applications from outside Australia will not be accepted.

The information set out in this document is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this you should, before acting on this information, 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.

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Offer at a glance.

Issuer	Westpac Banking Corporation ('Westpac', 'we' or 'us').
Purpose	<p>A Range Accrual Deposit is a tailored term deposit, designed to enable investors to enjoy an Enhanced Rate that accrues interest for each day the Reference Rate is within a specified Range. It provides a tailored return while giving you the flexibility to choose the Range in line with your interest rate view and risk appetite. Depending on your interest rate view, you can choose the Enhanced Rate you receive to be either a fixed rate or a floating rate. On each day the Reference Rate is situated (that is, 'sets') outside the Range, interest will accrue at a Lower Rate, which is specified as a percentage of the Enhanced Rate. While you do have the flexibility to choose this percentage, it is common for the percentage (and therefore the Lower Rate) to be zero. You can further tailor your Range Accrual Deposit by selecting from a variety of coupon payment frequencies and having the option to receive your Principal Payments over the Term in line with your cash-flow requirements. See the section titled 'How do Range Accrual Deposits work?' on page 9 for more information.</p>
Fees and Charges	<p>There are no establishment fees, transaction fees or monthly service fees payable on a Range Accrual Deposit. See the section titled 'Fees and Charges' on page 7 for more information.</p>
Key benefits	<p>Tailored returns – By specifying a Range within which the Reference Rate must remain in order to accrue interest at the Enhanced Rate during the Term and by locking in the deposit for the entire Term, Westpac can offer you a tailored return, in the form of an Enhanced Rate. This Enhanced Rate can be either a fixed rate (which may be higher than the rates offered by Westpac on a standard term deposit for the same Term) or a floating rate incorporating a Spread above the Reference Rate on a Reset Date.</p> <p>Flexibility – You can tailor your Range Accrual Deposit to your interest rate view and cash-flow. You can also choose a Commencement Date up to 12 months from the Transaction Date, subject to satisfying applicable credit approval or security requirements.</p> <p>See the section titled 'Key benefits' on page 7 for more information.</p>
Key risks	<p>Interest rate risk – It may be the case that interest rates do not move in line with your view. If the Reference Rate sets outside the Range, your interest will accrue at a Lower Rate (which may be zero) for that particular day.</p> <p>Early Withdrawal / variation – You can request to vary your Range Accrual Deposit or make a full or partial withdrawal ('Early Withdrawal') before the Maturity Date. If we, in our discretion, accept your request for variation or Early Withdrawal, this may result in a Reduced Rate. See the section titled 'Early Withdrawal / Variation' on page 8. Any Early Withdrawals will be subject to a Notice Period, unless hardship applies. See the section titled 'Notice Period' on page 12 for more information.</p> <p>Counterparty and operational risk – Westpac has performance obligations under a Range Accrual Deposit. You need to form a judgment on our ability to meet those obligations.</p> <p>No cooling off period – There is no cooling-off period in respect of an investment in a Range Accrual Deposit. You cannot cancel or revoke your application for a Range Accrual Deposit. However, Early Withdrawal may be possible.</p> <p>See the section titled 'Key risks' on page 8 for more information.</p>
Suitability	<p>A Range Accrual Deposit may be suitable if you have a good understanding of interest rate markets, the characteristics of the product (in particular the possibility of accruing interest at a Lower Rate, which may be zero, for each day the Reference Rate sets outside the Range) and would like to invest in a tailored term deposit based on your interest rate view and cash-flow requirements. If you are not confident about your understanding of these things, this product may not be suitable for you and we strongly suggest you seek independent advice before making a decision about this product.</p>
Term	<p>One year to five years.</p>
Minimum transaction size	<p>The minimum deposit size is AUD500,000.</p>
How to apply	<p>See the section titled 'How to apply for a Range Accrual Deposit' on page 13 for more information.</p>

Fees and Charges.

Fees of a Range Accrual Deposit.

When we determine the relevant Enhanced Rate, we have already taken into consideration all costs associated with your Range Accrual Deposit.

A Range Accrual Deposit has no fees or charges. The Enhanced Rate is locked in at the start of your investment and will not be subject to any fees.

Adviser service fees.

Financial advisers and other persons who distribute Range Accrual Deposits may seek to be remunerated for the service they provide to you in relation to this investment. These service fees are negotiated and agreed between you and your financial adviser. Service fees are only payable by us on your behalf where you request that we pay them to your financial adviser.

Key benefits.

Tailored returns.

By specifying a Range within which the Reference Rate must remain in order to accrue interest at the Enhanced Rate during the Term and by locking in the deposit for the full Term, Westpac can offer a tailored return, in the form of an Enhanced Rate, to investors with a Range Accrual Deposit. This Enhanced Rate can be either a fixed rate or a floating rate and may be higher than the rates offered by Westpac on a standard term deposit for the same Term.

If you have chosen the Enhanced Rate to be a fixed rate, it would be an advantage if market interest rates decrease below the Enhanced Rate (so long as the Reference Rate remains within the Range).

If you have chosen the Enhanced Rate to be a floating rate, you will benefit from potential increases in the Enhanced Rate (so long as the Reference Rate remains within the Range). If the Reference Rate sets within the specified Range, your interest will accrue at the Enhanced Rate for that particular day.

See the section titled 'How is the Enhanced Rate determined?' on page 9 for more information.

Where you agree to pay your financial adviser an upfront service fee when you invest in a product under advice from your financial adviser, the dollar value of this upfront service fee will be communicated to you when you receive a quote. The Principal Amount of your Range Accrual Deposit will be net of any upfront adviser service fees you elect to pay.

In completing your Application Form you will need to indicate the amount of any upfront service that we are to pay your financial adviser in the relevant section. The upfront service fee will also be shown on the letter of Confirmation of entry that we will provide to you.

Flexibility.

You can tailor your Range Accrual Deposit to your view and situation by choosing:

- the Principal Amount of your Range Accrual Deposit (subject to a minimum of AUD500,000);
- the Term of your Range Accrual Deposit (one to five years);
- the coupon payment frequency (monthly, quarterly or semi-annually);
- the Range within which the Reference Rate must remain in order to accrue interest at the Enhanced Rate during the Term;
- whether the Enhanced Rate is to be either a fixed rate or a floating rate;
- the percentage (which may be zero) of the Enhanced Rate at which interest is to accrue if the Reference Rate sets outside the Range (that is, the Lower Rate);
- whether to receive the full Principal Amount at the end of the Term or to receive Principal Payments during the Term; and
- the Commencement Date, which can be up to 12 months from the Transaction Date, subject to satisfying applicable credit approval or security requirements.

This flexibility gives you the ability to align your deposit arrangements with your interest rate view and your cash-flow requirements.

Key risks.

Interest rate risk.

It may be the case that interest rates do not move in line with your view. In this situation, you may receive a less advantageous interest rate than available otherwise. For example, it would be a disadvantage if you have chosen the Enhanced Rate to be a fixed rate and if market interest rates rise above the Enhanced Rate. Similarly, if you have chosen the Enhanced Rate to be a floating rate, you will be exposed to potential decreases in the Enhanced Rate. Likewise, if the Reference Rate sets outside the Range, your interest will accrue at the Lower Rate (which may be zero) for that particular day. If the Lower Rate is zero and the Reference Rate sets outside the Range for the entire coupon period, you will not receive any interest payment for that coupon period.

Early Withdrawal / Variation.

The Range Accrual Deposit is a tailored deposit which is designed to be held to maturity. You may request a full or partial withdrawal from your Range Accrual Deposit before the end of the Term ('**Early Withdrawal**'). If we, in our discretion, accept your request for Early Withdrawal before the end of the Term, we may reduce the interest rate on the amount withdrawn for the whole period from the commencement of the Term (as applicable) to the day prior to the date of withdrawal ('**Reduced Rate**'). You will also have to wait until the end of the Notice Period for the disbursement of your funds.

You may also request a variation to the terms of your Range Accrual Deposit before the end of the Term. If we, in our discretion, accept your request for variation, we may also apply a Reduced Rate to your Range Accrual Deposit.

Applying a Reduced Rate may significantly reduce the amount of interest earned on your Range Accrual Deposit. Please contact us if you have any questions on early withdrawal.

See the sections titled 'Can I make withdrawals from my Range Accrual Deposit before the Maturity Date?', 'Notice Period', 'Can I vary the terms of my Range Accrual Deposit?' and 'Will my return be impacted if I withdraw or vary the terms before the Maturity Date?' on page 12 for more information. With these risks in mind, please consider your circumstances carefully when selecting the terms of your Range Accrual Deposit.

Counterparty and operational risk.

As is the case with most financial products we offer, Westpac has performance obligations under a Range Accrual Deposit.

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.

No cooling-off period.

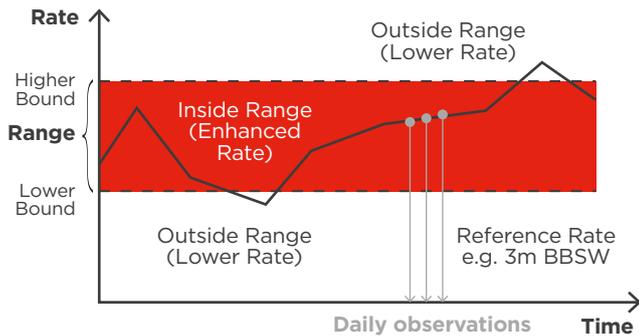
There is no cooling-off period in respect of an investment in a Range Accrual Deposit. You cannot cancel or revoke your application for a Range Accrual Deposit. However, Early Withdrawal may be possible. See the section titled 'Early Withdrawal / Variation' on this page for more information.

How do Range Accrual Deposits work?

Overview.

A Range Accrual Deposit is a tailored term deposit, designed to enable you to enjoy an Enhanced Rate that accrues on each day the Reference Rate remains within a specified Range. The Range is determined by a Lower Bound at the bottom of the Range and a Higher Bound at the top of the Range. If the Reference Rate is equal to the Higher Bound or Lower Bound it will be taken to be within the Range.

Depending on your interest rate view, you can choose the Enhanced Rate you receive to be either a fixed rate or a floating rate.



Source: Westpac Banking Corporation

How are Coupon Select Deposits designed?

On each day the Reference Rate sets outside the specified Range, interest will accrue at the Lower Rate. While you do have the flexibility to specify this Lower Rate as a percentage of the Enhanced Rate, it is common for the Lower Rate to be zero.

You can further tailor your Range Accrual Deposit by selecting from a range of coupon payment frequencies and having the option to structure your Principal Payments over the Term in line with your cash-flow requirements.

How are Range Accrual Deposits designed?

After considering your circumstances carefully, you decide:

- the precise amount of your Range Accrual Deposit (subject to a minimum of AUD500,000);
- the Term of your Range Accrual Deposit (one to five years);
- the coupon payment frequency (monthly, quarterly or semi-annually);
- the Range (that is, the Lower Bound and Higher Bound) within which the Reference Rate must remain in order to accrue interest at the Enhanced Rate during the Term;
- if you want the Enhanced Rate to be a fixed rate or a floating rate;
- the Lower Rate, which is a percentage (which maybe zero) of the Enhanced Rate at which interest is to accrue if the Reference Rate sets outside the Range;
- if you want to receive the full Principal Amount at the end of the Term or receive Principal Payments during the Term; and
- if you elect to receive Principal Payments during the Term, the amount and frequency of the Principal Payments; and

- the Commencement Date of your Range Accrual Deposit. You may choose a Commencement Date up to 12 months from the Transaction Date. If your chosen Commencement Date is more than 3 Business Days after the Transaction Date, you must either comply with our credit approval process or provide us with security acceptable to us.

Westpac then determines the Enhanced Rate.

How is the Reference Rate determined?

The Reference Rate used to determine the coupon payments will be the Bank Bill Swap Rate ('BBSW'). Reference Indices available are for one month (1m BBSW), three month (3m BBSW) or six month (6m BBSW) tenors. The tenor of the Reference Rate will be the same as the coupon payment frequency you have chosen. For example, if you choose a quarterly coupon payment frequency, the Reference Rate will be 3m BBSW.

BBSW is widely used as an interest rate reference index by investment banks, fund managers and retail banks in Australia.

It is important to understand that BBSW is NOT the Reserve Bank of Australia ('RBA') Cash Rate. BBSW does not necessarily reflect nor follow movements in the RBA Cash Rate but generally trends in a consistent manner.

How is the Enhanced Rate determined?

The Enhanced Rate takes into account a variety of factors, including:

- the length of the Term;
- prevailing market interest rates;
- market and implied volatility;
- the coupon payment frequency;
- the Range;
- the Lower Rate;
- Westpac's profit margins; and
- Principal Payments (if any) during the Term.

The Enhanced Rate you receive can be either a fixed rate or a floating rate. If it is a fixed rate it will be determined when you first enter into the Range Accrual Deposit and may be higher than the rates offered by Westpac on a standard term deposit for the same Term.

If the Enhanced Rate is a floating rate it will consist of the Reference Rate published for the relevant Reset Date plus a Spread. The Reset Date is the first day of each Coupon Period. The Enhanced Rate will then be set for the duration of that Coupon Period.

Interest will only accrue on your Range Accrual Deposit at the Enhanced Rate if the Reference Rate sets within the Range on that day. When the Reference Rate sets outside of the Range, interest will accrue at the Lower Rate (which may be zero).

In respect of the Enhanced Rate, you will receive a coupon payment on each Payment Date during the Term.

See the section titled 'When do you receive coupon payments?' on page 10 for more information.

How is the Lower Rate determined?

The Lower Rate will be a pre-determined percentage of the Enhanced Rate for each Coupon Period. While you do have the flexibility to specify this percentage, it is common for the Lower Rate to be zero.

Westpac will generally be able to offer you a higher Enhanced Rate if the Lower Rate is zero.

Interest will accrue at the Lower Rate on each day that the Reference Rate sets outside the Range.

What happens on the Commencement Date?

Westpac will debit the Principal Amount of your Range Accrual Deposit from your nominated bank account on the Commencement Date.

What happens on the Maturity Date?

If you choose not to receive Principal Payments during the Term, Westpac will pay the Principal Amount to your nominated bank account on the Maturity Date, together with your coupon payment for that Coupon Period (if any). However, if you choose to receive Principal Payments during the Term, Westpac will pay the remaining Principal Balance to your nominated bank account on the Maturity Date, together with your coupon payment for that Coupon Period (if any).

When do you receive coupon payments?

You will receive a coupon payment (also known as an interest payment) on each Payment Date during the Term of your Range Accrual Deposit, unless the Reference Rate sets outside the Range for the entire coupon period and the Lower Rate is zero.

You can choose the coupon payment frequency (monthly, quarterly or semi-annual) to best suit your cash-flow requirements. The particular Payment Dates for your Range Accrual Deposit will be set out in your Confirmation and will apply for the Term.

It is important to note that the tenor of the Reference Rate will be the same as the coupon payment frequency you have chosen. See the section titled 'How is the Reference Rate determined?' on page 9 for more information.

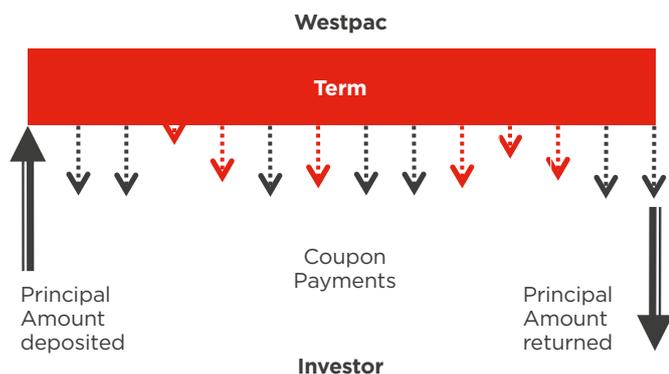
When do you receive Principal Payments?

If you choose to receive Principal Payments during the Term of your Range Accrual Deposit, you will receive these payments on each Payment Date together with your coupon payments (unless agreed otherwise). At maturity, Westpac will pay the remaining Principal Balance to your nominated bank account, along with your coupon payment for that Coupon Period.

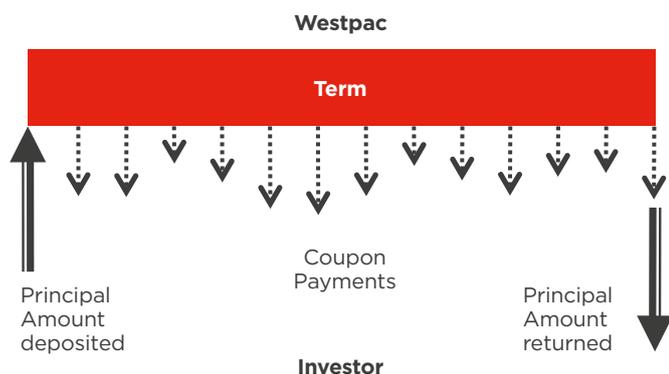
If you choose not to receive Principal Payments during the Term, Westpac will pay the Principal Amount to your nominated bank account on the Maturity Date, along with your coupon payment for that Coupon Period.

Payment flow diagrams.

This diagram shows an example of the payment flows that can occur during the Term of your Range Accrual Deposit, assuming the Enhanced Rate is a fixed rate. The black dotted arrows show coupon payments for which the Reference Rate has remained within the Range for each day of the Coupon Period. The red dotted arrows show coupon payments for which the Reference Rate has set outside the Range for a varying number of days of the Coupon Period. The more days the Reference Rate has set outside the Range, the smaller the arrow (and therefore the smaller the coupon payment).



The diagram below shows an example of the payment flows that can occur during the Term of your Range Accrual Deposit assuming the Enhanced Rate is a floating rate. In this case the coupon payments (black dotted arrows) are likely to be more varied over the Term, reflecting not only the number of days for which the Reference Rate has remained within the Range during the Coupon Period but also the periodic setting of the Enhanced Rate on each Reset Date. The higher the Enhanced Rate and the more days the Reference Rate has set within the Range, the larger the arrow (and therefore the larger the coupon payment).



The diagrams above are for illustrative purposes only and represent the timing and nature of the payments relating to hypothetical Range Accrual Deposits (assuming no Principal Payments during the Term). The diagrams are not to scale and are not to be relied upon as any indication of the outcomes of investment.

How much will your coupon payments be?

On each Payment Date, your coupon payments will be calculated using:

- the Principal Balance;
- the Enhanced Rate;
- the number of days the Reference Rate has set within the Range;
- the number of days the Reference Rate has set outside the Range; and
- the Lower Rate.

If you choose for the Lower Rate to be zero per cent of the Enhanced Rate, interest will only accrue on each day of the Coupon Period that the Reference Rate sets within the Range.

If you choose for the Lower Rate to be greater than zero per cent of the Enhanced Rate, you will receive a total return consisting of the Enhanced Rate accruing on each day of the Coupon Period that the Reference Rate sets within the Range plus a percentage of the Enhanced Rate (being the Lower Rate) accruing on each day of the Coupon Period that the Reference Rate sets outside the Range.

Your coupon payments will be paid in arrears for the period since the previous Payment Date (or the Commencement Date, as the case may be).

During the Term, your coupon payments may change each Payment Date. This is because your Range Accrual Deposit will accrue interest at a different rate depending on the number of days within that Coupon Period that the Reference Rate sets within or outside the Range. Furthermore, the Enhanced Rate can be a floating rate and the number of days in each Coupon Period may vary.

If you choose to receive Principal Payments during the Term of your Range Accrual Deposit, your coupon payments for a Coupon Period will be calculated on the Principal Balance for that Coupon Period.

In each case, your coupon payment can be calculated using the following formula:

$$A = B \times [C \times (D/365) + (E \times C) \times (F/365)]$$

where

A = your coupon payment;

B = your Principal Balance for that Coupon Period;

C = the Enhanced Rate, expressed as a percentage;

D = the number of days in the Coupon Period the Reference Rate has set within the Range;

E = the percentage (which may be zero) of the Enhanced Rate at which interest is to accrue if the Reference Rate sets outside the Range (Note: $(E \times C) = \text{Lower Rate}$); and

F = the number of days in the Coupon Period the Reference Rate has set outside the Range.

Please note that your coupon payments will not be compounded and cannot be reinvested in your Range Accrual Deposit.

Confirmations.

Shortly after entering into a Range Accrual Deposit, Westpac will send you a Confirmation outlining the commercial terms of the transaction, including:

- the Principal Amount of your Range Accrual Deposit;
- the Commencement Date and Maturity Date (that is, the Term) of your Range Accrual Deposit;
- the Lower Bound and Higher Bound (that is, the Range);
- the Enhanced Rate, expressed either as a fixed rate or as the Reference Rate plus a Spread (where you have chosen to have a floating rate);
- the Reference Rate that will apply to your Range Accrual Deposit;
- the Payment Dates;
- the Lower Rate;
- the amount and frequency of Principal Payments (if any); and
- any upfront service fee that you agree to pay your financial adviser.

It is important you check the Confirmation to make sure that it matches your expectations. In the case of a discrepancy, you will need to raise the matter with your Westpac representative as a matter of urgency.

As the Confirmation sets out the commercial terms of your Range Accrual Deposit, Westpac will not provide you with regular statements of account. You can request a statement of account at any time by contacting us on the details provided on page 3 of this PDS.

Can I make withdrawals from my Range Accrual Deposit before the Maturity Date?

Your Range Accrual Deposit is designed to be held to maturity. If you need to make a full or partial withdrawal from your Range Accrual Deposit before the Maturity Date (in addition to any Principal Payment you are entitled to receive during the Term), we will consider your request for Early Withdrawal. Requests for Early Withdrawal from Financial Institutions will not be approved under any circumstances

If, in our discretion, we agree to your request, then we will provide you with an indicative quote, which will incorporate any Reduced Rate we decide to apply. If you accept the indicative quote, we will repay the portion of the Principal Balance that you have withdrawn (subject to any adjustment for a Reduced Rate being applied to your Range Accrual Deposit- see the section titled 'Will my return be impacted if I withdraw or vary the terms before the Maturity Date?' on page 12 for more information). If you have requested a full withdrawal of the Principal Balance, we will cancel your Range Accrual Deposit.

Applying a Reduced Rate may significantly reduce the amount of interest earned on your Range Accrual Deposit. Please contact us if you have any questions on early withdrawal.

Can I vary the terms of my Range Accrual Deposit?

You may ask us to vary the terms your Range Accrual Deposit at any time before the Maturity Date. Westpac will then provide you with an indicative variation quote. This quote will incorporate the same factors as if you had requested an Early Withdrawal. If you accept the variation quote, Westpac will send you a revised confirmation. Please note, you may earn less interest if you elect to vary the terms of your Range Accrual Deposit during its Term – see the section titled 'Will my return be impacted if I withdraw or vary the terms before the Maturity Date?' on this page for more information.

Notice Period.

A Notice Period will apply to all Range Accrual Deposits. You must give us at least 31 days' notice to make a withdrawal from your Range Accrual Deposit prior to the Maturity Date, unless hardship applies. If you have less than 31 days remaining in your Term, the earliest you can access your Range Accrual Deposit funds is the Maturity Date, unless hardship applies.

The 31 day Notice Period starts on the day (Sydney time) that we receive your withdrawal request. We will make payment to you on the next Sydney Business Day after the Notice Period ends.

The 31 day Notice Period applies to your Range Accrual Deposit unless you can show that you need access to the funds earlier due to hardship. If you need earlier access to funds before the Maturity Date because of a hardship situation, you will need to provide details to the banking staff who can assess whether your case qualifies for an earlier disbursement under our hardship policy.

Will my return be impacted if I withdraw or vary the terms before the Maturity Date?

If you request Early Withdrawal of your Range Accrual Deposit or you seek a variation to its terms, we may in our discretion apply a Reduced Rate to the amount withdrawn (in the case of Early Withdrawal) or for the remainder of the Term (in the case of variation).

In determining the Reduced Rate, the factors that we may take into account are:

- a) the rate that would have applied for the period closest to the Commencement Date and the date of withdrawal or variation (including any applicable Notice Period);
- b) the actual market transaction costs, market interest rates and expectations about inflation;
- c) the time remaining until maturity;
- d) the Principal Balance;
- e) any costs or charges we incur as a result of the Early Withdrawal or variation; and
- f) any interim interest payments you may have received.

If there is an Early Withdrawal, we may need to recover interim interest we have already paid to you, in which case we will deduct the relevant amount first from accrued interest and then from your Principal Balance before we release your funds.

No Reduced Rate will be applied if your Range Accrual Deposit is repaid prior to the Maturity Date due to your death or in the case of hardship.

Scenario.

On 4 February 2015, you establish a 2 year Range Accrual Deposit for \$750,000, with a fixed rate of 5.00% per annum, paid quarterly.

On 4 January 2016, you request a partial withdrawal of \$50,000 from your Range Accrual Deposit, which we subsequently approve.

When would my funds be repaid?

A Notice Period of 31 days applies to your partial withdrawal, so your withdrawn funds will be made available on 5 February 2016 (the next Sydney Business Day after the Notice Period ends).

How would the interest I receive be impacted?

We will calculate a Reduced Rate based on a Range Accrual Deposit held for a 12 month period ending on 4 February 2016.

If the fixed rate applicable to a Range Accrual Deposit of \$50,000 for 12 months when you opened your Range Accrual Deposit was, say, 4.00% per annum, the interest accrued on the \$50,000 between 4 February 2015 and 4 February 2016 would be reduced from 5.00% per annum to 4.00% per annum.

If the fixed rate applicable to a Range Accrual Deposit of \$50,000 for a 1 year Term when you opened your Range Accrual Deposit was, say, 6.00% per annum, the interest accrued on the \$50,000 from 4 February 2015 would remain at 5.00% per annum.

How to apply for a Range Accrual Deposit

Please follow the steps below to apply for your Range Accrual Deposit:

- ensure you have read and understood this PDS;
- talk to your Westpac representative to confirm your eligibility for a Range Accrual Deposit;
- determine:
 - the precise amount of your Range Accrual Deposit;
 - the Commencement Date;
 - the Term;
 - the payment frequency of your coupon payments;
 - the Range (that is, the Upper Bound and Lower Bound);
 - whether you want the Enhanced Rate to be a fixed rate or floating rate;
 - the percentage (which may be zero) of the Enhanced Rate at which interest is to accrue if the Reference Rate sets outside the Range (that is, the Lower Rate); and
 - if you want to receive Principal Payments during the Term;
- when you receive a quote from your Westpac representative and you are satisfied with this quote, confirm your acceptance of the quote with your Westpac representative;
- following acceptance of this quote you must, as soon as possible, return a properly completed Application Form (located at the back of this PDS) which is acceptable to Westpac;
- a copy of your Application Form should be sent to your Westpac representative by email or fax, with a signed original posted to the address shown on the Application Form; and
- if Westpac accepts your Application Form, Westpac will send you a Confirmation outlining the commercial terms of the transaction. Westpac has the right, in its absolute discretion, to not accept your Application Form for any reason. See the section titled 'Confirmations' on page 11 for more information.

Examples.

The examples below are illustrative only and use rates and figures that we have selected to demonstrate how the product works. In order to assess the merits of any particular Range Accrual Deposit, you would need to use the actual rates and figures quoted to you at the time. Note that the calculations include rounding of 2 decimal places.

1-Year investment, Enhanced Rate is a fixed rate; Lower Rate is 0% of the Enhanced Rate, no Principal Payments

You are an investor with AUD500,000 to invest for a period of one year. You would like to invest in a product with an attractive return. You do not need to receive Principal Payments during the Term.

After undertaking some interest rate and economic research and, where appropriate, receiving independent advice, you expect that market volatility will be subdued and strongly believe that short-term interest rates will remain within a Range for the year ahead. You would like to take advantage of the return offered on a Range Accrual Deposit.

So, whilst you are aware that a Reference Rate setting outside the Range may mean that you receive lower than expected coupon payments for the Term, you decide to enter into a 1-year Range Accrual Deposit with a Range of 3.50% to 4.50% per annum. You elect for the Enhanced Rate to be a fixed rate and choose not to accrue interest on each day the Reference Rate sets outside the Range.

Your Westpac representative provides the following indicative quote for a Range Accrual Deposit on these terms:

1-year Range Accrual Deposit.	
Principal Amount.	AUD500,000
Term.	1 year
Range.	3.50% – 4.50% per annum
Enhanced Rate.	6.25% per annum
Lower Rate.	0% of the Enhanced Rate
Coupon Payment frequency.	Quarterly
Reference Rate.	3m BBSW
Principal Payments.	None

The rates in this example are for illustrative purposes only and have been rounded to two decimal places.

In addition, for the purposes of this example, assume that there are 90 days in each quarterly Coupon Period.

- Using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for each day of the first Coupon Period, you calculate that the coupon payment for that Coupon Period will equal **AUD7,705.48** ($AUD500,000 \times [0.0625 \times (90/365) + 0 \times 0.0625 \times (0/365)]$).
- Using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for 65 days of the third Coupon Period (that is, the Reference Rate has set outside the Range for 25 days of the period), you calculate that the coupon payment for that Coupon Period will equal **AUD5,565.07** ($AUD500,000 \times [0.0625 \times (65/365) + 0 \times 0.0625 \times (25/365)]$).

- On the Maturity Date, using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for 88 days of the final Coupon Period (that is, the Reference Rate has set outside the Range for 2 days of the period), you calculate that the coupon payment for that final Coupon Period will equal **AUD7,534.25** ($AUD500,000 \times [0.0625 \times (88/365) + 0 \times 0.0625 \times (2/365)]$). You will also receive the Principal Amount of **AUD500,000** back.

1-Year investment, Enhanced Rate is a floating rate, Lower Rate is 0% of the Enhanced Rate, no Principal Payments

Assume the same example as above, however, you want the Enhanced Rate to be a floating rate rather than a fixed rate.

Your Westpac representative provides the following indicative quote for a Range Accrual Deposit on these terms:

1-year Range Accrual Deposit.	
Principal Amount.	AUD500,000
Term.	1 year
Range.	3.50% – 4.50% per annum
Enhanced Rate.	3m BBSW + 2.50% Spread per annum
Lower Rate.	0% of the Enhanced Rate
Coupon Payment frequency.	Quarterly
Reference Rate.	3m BBSW
Principal Payments.	None

The rates in this example are for illustrative purposes only and have been rounded to two decimal places.

In addition, for the purposes of this example, assume that there are 90 days in each quarterly Coupon Period.

- Using the formula set out on page 11 and assuming the 3m BBSW rate is 4.35% per annum on the Commencement Date (being the Reset Date for the first Coupon Period) and that the Reference Rate has remained within the Range for each day of the first Coupon Period, you calculate that the coupon payment for that Coupon Period will equal **AUD8,445.21** ($AUD500,000 \times [(0.0435 + 0.0250) \times (90/365) + 0 \times (0.0435 + 0.0250) \times (0/365)]$).
- Using the formula set out on page 11 and assuming the 3m BBSW rate is 4.20% per annum on the Reset Date of the third Coupon Period and the Reference Rate has remained within the Range for 0 days of that Coupon Period (that is, the Reference Rate has set outside the Range for 90 days of the period), you calculate that the coupon payment for that final Coupon Period will equal **AUD0.00** ($AUD500,000 \times [(0.0420 + 0.0250) \times (0/365) + 0 \times (0.0420 + 0.0250) \times (90/365)]$).

- On the Maturity Date, using the formula set out on page 11 and assuming the 3m BBSW rate is 4.45% per annum on the Reset Date of the final Coupon Period and the Reference Rate has remained within the Range for 80 days of that Coupon Period (that is, the Reference Rate has set outside the Range for 10 days of the period), you calculate that the coupon payment for that final Coupon Period will equal **AUD7,616.44** ($AUD500,000 \times [(0.0445 + 0.0250) \times (80/365) + 0 \times (0.0445 + 0.0250) \times (10/365)]$). You will also receive the Principal Amount of **AUD500,000** back.

2-Year investment, Enhanced Rate is a fixed rate, Lower Rate is 50% of the Enhanced Rate, no Principal Payments

You are an investor with AUD750,000 to invest for a period of two years. You would like to invest in a product with an attractive return. You do not need to receive Principal Payments during the Term.

After undertaking some interest rate and economic research and, where appropriate, receiving independent advice, you expect that market volatility will be subdued and strongly believe that short-term interest rates will remain within a Range for the following two years. You would like to take advantage of the return offered on a Range Accrual Deposit.

So, whilst you are aware that a Reference Rate setting outside the Range may mean that you receive lower than expected coupon payments for the Term, you decide to enter into a 2-year Range Accrual Deposit with a Range of 3.50% to 5.50% per annum. You want interest to accrue each day the Reference Rate sets outside the Range and you want the Enhanced Rate to be a fixed rate. In this respect you would like to accrue interest at 50% of the Enhanced Rate for each day the underlying Reference Rate sets outside the Range.

Your Westpac representative provides the following indicative quote for a Range Accrual Deposit on these terms:

2-year Range Accrual Deposit.	
Principal Amount.	AUD750,000
Term.	2 years
Range.	3.50% - 5.50% per annum
Enhanced Rate.	5.00% per annum
Lower Rate.	50% of the Enhanced Rate
Coupon Payment frequency.	Quarterly
Reference Rate.	3m BBSW
Principal Payments.	None

The rates in this example are for illustrative purposes only and have been rounded to two decimal places.

In addition, for the purposes of this example, assume that there are 90 days in each quarterly Coupon Period.

- Using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for each day of the first Coupon Period, you calculate that

the coupon payment for that Coupon Period will equal **AUD9,246.58** ($AUD750,000 \times [0.0500 \times (90/365) + 0.5 \times 0.0500 \times (0/365)]$).

- Using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for 0 days of the relevant Coupon Period (that is, the Reference Rate has set outside the Range for 90 days of the period), you calculate that the coupon payment for that Coupon Period will equal **AUD4,623.29** ($AUD750,000 \times [0.0500 \times (0/365) + 0.5 \times 0.0500 \times (90/365)]$).
- On the Maturity Date, using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for 60 days of the final Coupon Period (that is, the Reference Rate has set outside the Range for 30 days of the period), you calculate that the coupon payment for that Coupon Period will equal **AUD7,705.48** ($AUD750,000 \times [0.0500 \times (60/365) + 0.5 \times 0.0500 \times (30/365)]$). You will also receive the Principal Amount of **AUD750,000** back.

2-Year investment, Enhanced Rate is a floating rate, Lower Rate is 50% of the Enhanced Rate, no Principal Payments

Assume the same example as above, however, you want the Enhanced Rate to be a floating rate rather than a fixed rate.

Your Westpac representative provides the following indicative quote for a Range Accrual Deposit on these terms:

2-year Range Accrual Deposit.	
Principal Amount.	AUD750,000
Term.	2 years
Range.	3.50% - 5.50% per annum
Enhanced Rate.	3m BBSW + 1.25% Spread per annum
Lower Rate.	50% of the Enhanced Rate
Coupon Payment frequency.	Quarterly
Reference Rate.	3m BBSW
Principal Payments.	None

The rates in this example are for illustrative purposes only and have been rounded to two decimal places.

In addition, for the purposes of this example, assume that there are 90 days in each quarterly Coupon Period.

- Using the formula set out on page 11 and assuming the 3m BBSW rate is 4.35% per annum on the Commencement Date (being the Reset Date for the first Coupon Period) and the Reference Rate has remained within the Range for each day of that first Coupon Period, you calculate that the coupon payment for that Coupon Period will equal **AUD10,356.16** ($AUD750,000 \times [(0.0435 + 0.0125) \times (90/365) + 0.5 \times (0.0435 + 0.0125) \times (0/365)]$).

- Using the formula set out on page 11 and assuming the 3m BBSW rate is 4.45% per annum on the Reset Date at the start of the fourth Coupon Period and the Reference Rate has remained within the Range for 75 days of that Coupon Period (that is, the Reference Rate has set outside the Range for 15 days of the period), you calculate that the coupon payment for that Coupon Period will equal **AUD9,662.67** ($AUD750,000 \times [(0.0445 + 0.0125) \times (75/365) + 0.5 \times (0.0445 + 0.0125) \times (15/365)]$).
- Using the formula set out on page 11 and assuming the 3m BBSW rate is 5.00% per annum on the Reset Date at the start of the final Coupon Period and the Reference Rate has remained within the Range for 50 days of that Coupon Period (that is, the Reference Rate has set outside the Range for 40 days of the period), you calculate that the coupon payment for that Coupon Period will equal **AUD8,989.73** ($AUD750,000 \times [(0.0500 + 0.0125) \times (50/365) + 0.5 \times (0.0500 + 0.0125) \times (40/365)]$). You will also receive the Principal Amount of **AUD750,000** back.

1-Year investment, Enhanced Rate is a fixed rate, Lower Rate is 0% of the Enhanced Rate, Principal Payments on each Payment Date during the Term

You are an investor with AUD800,000 to invest for a period of one year. You would like to invest in a product with an attractive return. You want to receive equal Principal Payments of AUD200,000 on each Payment Date during the Term.

After undertaking some interest rate and economic research and, where appropriate, receiving independent advice, you expect that market volatility will be subdued and strongly believe that short-term interest rates will remain within a Range for the year ahead. You would like to take advantage of the return offered on Range Accrual Deposits.

So, whilst you are aware that a Reference Rate setting outside the Range may mean that you receive lower than expected coupon payments for the Term, you decide to enter into a 1-year Range Accrual Deposit with a Range of 3.50% to 4.50% per annum. You do not want to accrue interest on each day the underlying Reference Rate sets outside the Range and you want the Enhanced Rate to be a fixed rate.

Your Westpac representative provides the following indicative quote for a Range Accrual Deposit on these terms:

1-year Range Accrual Deposit.	
Principal Amount.	AUD800,000
Term.	1 year
Range.	3.50% - 4.50% per annum
Enhanced Rate.	5.00% per annum
Lower Rate.	50% of the Enhanced Rate
Coupon Payment frequency.	Quarterly
Reference Rate.	3m BBSW
Principal Payments.	None

The rates in this example are for illustrative purposes only and have been rounded to two decimal places.

In addition, for the purposes of this example, assume that there are 90 days in each quarterly Coupon Period.

- After the first Coupon Period, one Principal Payment has occurred and the remaining Principal Balance at the start of the second Coupon Period is **AUD600,000**. Using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for each day of the second Coupon Period, you calculate that the coupon payment for that Coupon Period will equal **AUD7,397.26** ($AUD600,000 \times [0.0500 \times (90/365) + 0 \times 0.0500 \times (0/365)]$).
- After the second Coupon Period, two Principal Payments have occurred and the remaining Principal Balance at the start of the third Coupon Period is AUD400,000. Using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for 85 days of the Coupon Period (that is, the Reference Rate has set outside the Range for 5 days of the period), you calculate that the coupon payment for that Coupon Period will equal **AUD4,657.53** ($AUD400,000 \times [0.0500 \times (85/365) + 0 \times 0.0500 \times (5/365)]$).
- After three Coupon Periods, three Principal Payments have occurred and the remaining Principal Balance at the start of the final Coupon Period is **AUD200,000**. Using the formula set out on page 11 and assuming the Reference Rate has remained within the Range for 77 days of the final Coupon Period (that is, the Reference Rate has set outside the Range for 13 days of the period), you calculate that the coupon payment for that final Coupon Period will equal **AUD2,109.59** ($AUD200,000 \times [0.0500 \times (77/365) + 0 \times 0.0500 \times (13/365)]$). You will also receive the remaining Principal Balance of **AUD200,000** back.

1-Year investment, Enhanced Rate is a floating rate, Lower Rate is 0% of the Enhanced Rate, Principal Payments on each Payment Date during the Term

Assume the same example as above, however, you want the Enhanced Rate to be a floating rate rather than a fixed rate.

Your Westpac representative provides the following indicative quote for a Range Accrual Deposit on these terms:

1-year Range Accrual Deposit.	
Principal Amount.	AUD800,000
Term.	1 year
Range.	3.50% - 4.50% per annum
Enhanced Rate.	3m BBSW + 1.00% Spread per annum
Lower Rate.	0% of the Enhanced Rate
Coupon Payment frequency.	Quarterly
Reference Rate.	3m BBSW
Principal Payments.	AUD200,000 per quarter

The rates in this example are for illustrative purposes only and have been rounded to two decimal places.

In addition, for the purposes of this example, assume that there are 90 days in each quarterly Coupon Period.

- After the first Coupon Period, one Principal Payment has occurred and the remaining Principal Balance at the start of the second Coupon Period is **AUD600,000**. Using the formula set out on page 11 and assuming the 3m BBSW rate is 4.25% per annum on the Reset Date at the start of the second Coupon Period and that the Reference Rate has remained within the Range for each day of that Coupon Period, you calculate that the coupon payment for that Coupon Period will equal **AUD7,767.12** ($AUD600,000 \times [(0.0425 + 0.0100) \times (90/365) + 0 \times (0.0425 + 0.0100) \times (0/365)]$).
- After the second Coupon Period, two Principal Payments have occurred and the remaining Principal Balance at the start of the third Coupon Period is **AUD400,000**. Using the formula set out on page 11 and assuming the 3m BBSW rate is 4.10% per annum on the Reset Date at the start of the Coupon Period and that the Reference Rate has remained within the Range for 67 days of that Coupon Period (that is, the Reference Rate has set outside the Range for 23 days of the period), you calculate that the coupon payment for that final Coupon Period will equal **AUD3,744.66** ($AUD400,000 \times [(0.0410 + 0.0100) \times (67/365) + 0 \times (0.0410 + 0.0100) \times (23/365)]$).
- After three Coupon Periods, three Principal Payments have occurred and the remaining Principal Balance at the start of the final Coupon Period is **AUD200,000**. Using the formula set out on page 11 and assuming the 3m BBSW rate is 4.50% per annum on the Reset Date at the start of the final Coupon Period and that the Reference Rate has remained within the Range for 86 days of that Coupon Period (that is, the Reference Rate has set outside the Range for 4 days of the period), you calculate that the coupon payment for that final Coupon Period will equal **AUD2,591.78** ($AUD200,000 \times [(0.0450 + 0.0100) \times (86/365) + 0 \times (0.0450 + 0.0100) \times (4/365)]$). You will also receive the remaining Principal Balance of **AUD200,000** back.

General information.

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 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 Range Accrual Deposit 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; and
- the advisability of you reading the terms and conditions applying to a Range Accrual Deposit as set out in this PDS.

Entering into your Range Accrual Deposit.

To open any new Range Accrual Deposit 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.

Under the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (the 'Act') it is a requirement that you and all signatories to the Range Accrual Deposit must be identified. You and any signatory will need to be identified if you are not existing customers of Westpac. The identification requirements can be met by completing the Westpac Customer Identification Procedure (which involves providing identity documentation to Westpac). For information on documents required under Westpac's Customer Identification Standards please contact your Westpac representative or refer to our website - www.westpac.com.au/aml.

If you or any of the signatories to the Range Accrual Deposit are not identified in terms of the Act, the Range Accrual Deposit will be blocked for all withdrawals, until they are identified.

If you are an existing customer, a signatory (or any other cardholder) of Westpac, identification requirements may have previously been satisfied so you don't need to provide identity documentation unless we request it.

Financial crimes monitoring.

Please be advised that in order for Westpac to meet its regulatory and compliance obligations, we perform certain control and monitoring activities. By completing the Application Form, you agree that:

- you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country);
- your use of the Range Accrual Deposit does not breach any Australian law or sanctions (or the law or sanctions of any other country);
- you will indemnify Westpac against any potential losses arising if you breach any Australian law or sanctions (or the law or sanctions of any other country) through a transaction that you have initiated, engaged in or effected or the use of your Range Accrual Deposit;

- 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 its correspondents are not liable for any loss you suffer (including consequential loss) in connection with a Range Accrual Deposit;
- we may from time to time require additional information from you to assist us in the above compliance process and we may obtain information about you or any beneficial owner of an interest in a Range Accrual Deposit from you or from third parties if we believe this is necessary to comply with anti-money laundering and counter-terrorism financing laws;
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies; and
- we may also disclose the information gathered to other banks, other members of the Westpac Group, service providers or to other third parties.

Telephone conversations.

Although you are required to complete an Application Form, the terms of a Range Accrual Deposit are usually discussed over the telephone. Conversations with our dealing room and settlement departments are recorded. This is standard market practice. Recorded conversations are retained for a limited period and are usually used where there is a dispute and for staff monitoring purposes. You will need to advise our staff if you do not wish to be recorded.

Email or facsimile authority and indemnity.

If you would like to provide us with email or facsimile instructions in relation to your Range Accrual Deposit, 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.

Labour standards or environmental, social and ethical considerations.

Westpac does not take into account labour standards or environmental, social or ethical considerations in providing this investment. 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. You can contact us by phone on the details provided on page 3 of this PDS.

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
GPO Box 3, Melbourne VIC 3001
Phone 1300 780 808
Fax: (03) 9613 6399
Internet: www.fos.org.au
Email: info@fos.org.au

ASIC also has a free call Info line on 1300 300 630, which you may use to make a complaint and obtain further information about your rights.

Availability.

We will only accept your application if you are located in Australia as at the date of your Application Form.

Privacy and confidentiality.

By completing the Application Form, you consent to Westpac and any other person who is at any time a member of the Westpac Group ('Westpac Company') collecting, using, disclosing and handling your personal information in the manner set out in this section.

Westpac and other Westpac Companies may use your information:

- to establish and administer the financial products and services any Westpac Company provides to you;
- for product development, research and analysis; and
- to provide additional services to you, such as market updates and information on products and services.

The Westpac Companies may collect your information from many places including your Application Form, correspondence with you or your legal, financial or tax adviser, the Westpac Companies' telephone calls with you or you using a Westpac Company's website or emailing a Westpac Company. The Westpac Companies may also collect your information from each other or from a service provider engaged to do something for any Westpac Company. Service providers typically engaged by Westpac Companies include registries, custodians, investment administrators, information technology advisers, mail houses, auditors, legal advisers and consultants.

Sometimes, a Westpac Company, a service provider or your adviser may be located outside Australia. By signing the Application Form, you consent to your information being transferred to a person such as this who is outside Australia.

Each Westpac Company may disclose your personal information:

- to each other, our service provider, or a person who acts on your behalf in relation to your investment (such as your adviser);
- as required or permitted by law; or
- with your consent.

You can request access to your personal information, or ask for any corrections to be made, by visiting any of our branches or contacting us by phone on 132 032. Westpac tries to give each customer access to their information on request, but we will tell you if this is not possible. We will use your personal information to contact you or send you information about other products and services offered by the Westpac Group 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.

A copy of our privacy policy is available at www.westpac.com.au.

Providing Westpac with your Tax File Number ('TFN').

Westpac is required to report details of income earned, withholding tax deducted and TFNs quoted on an account, to the Australian Taxation Office ('ATO') annually. The collection of TFNs and their use and disclosure are strictly regulated by the Privacy Act (1988) and the Tax Administration Act 1953.

When you invest in a Range Accrual Deposit, if you are a resident of Australia for taxation purposes, you are not required to provide your TFN or your Australian Business Number ('ABN'). However, if you do not the interest earned on your account will be subject to the Pay-As-You-Go ('PAYG') withholding rules.

- If the investment is made in the course of an enterprise (that is, business activities), you may provide an ABN as an alternative to your TFN.
- For joint accounts, the ATO requires a minimum of two TFNs or ABNs (one each) from the account holders.
- If a formal trust is established and a trustee makes the investment, the trustee may quote the TFN of the trust.
- Provision of a TFN or ABN is not compulsory. You may be eligible to claim an exemption from quoting your TFN so that withholding tax will not be deducted. You will need to tell us the type of exemption you are claiming. Those eligible include:
 - most pensioners;
 - companies or unincorporated associations that are exempt from lodging tax returns and do not have TFNs (for example, charitable, social and non-profit organisations); and
 - children under 18 where the investment income is less than \$416 per annum.

If you do not provide a TFN or ABN and you do not quote an exemption code, we will deduct withholding tax.

Non-resident Withholding Tax.

If you are not a resident of Australia for tax purposes, Westpac will be obliged to deduct withholding tax from your gross interest unless you provide evidence of an entitlement to any benefits under a double tax agreement with Australia.

Our reporting obligations.

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⁽¹⁾ 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 1300 658 194 at the time you submit an application. 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 your application.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, submitting an application constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after acquiring your Range Accrual Deposit, 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 your Range Accrual Deposit.

Taxation.

Taxation law is complex and its application will depend on a person's individual circumstances. When determining whether or not this product is suitable for you, 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.

Financial Claims Scheme.

You may be entitled to payment under the Australian Government's Financial Claims Scheme in the event that Westpac becomes insolvent. Payments under the Financial Claims Scheme are subject to a limit for each depositor for eligible deposits held in Westpac, which include deposits branded in the name of its divisions, BT Financial Group, St. George Bank, Bank of Melbourne, Bank SA and RAMS. Information about the Financial Claims Scheme can be obtained from www.fcs.gov.au.

Assignment.

You may not at any time assign any right, title or interest in your Range Accrual Deposit without Westpac's prior consent.

(1) Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative

Range Accrual Deposit.

Application form.

OFFICE USE ONLY

Adviser/Banker name:

Adviser email:

Primary Account Holder's CIS Key:

Please email the completed application form to your Westpac representative and post the original to:

WIB Interest Rates & Treasury

Level 9, 55 Market Street, Sydney NSW 2000.

- Following your acceptance of the quote from your Westpac representative you must, as soon as possible, return a properly completed Application Form to Westpac.
- You will be bound by the terms of your Range Accrual Deposit as explained in the PDS ('Conditions') upon Westpac's receipt and acceptance of your Application Form.
- Westpac has the right, in its absolute discretion, to not accept your Application Form for any reason.
- Applications will only be accepted in Australian dollars. Any payments made by Westpac will only be paid in Australian dollars.
- If Westpac accepts your Application Form, Westpac will send you a Confirmation outlining the commercial terms of the transaction, including the Principal Amount of your Range Accrual Deposit, the Commencement Date and Maturity Date (the Term) of your Range Accrual Deposit, the Lower Bound and Higher Bound (the Range), the Enhanced Rate and Reference Rate that will apply to your Range Accrual Deposit, the Payment Dates, the Lower Rate, the amount and frequency of Principal Payments (if any) and any upfront service fee that you agree to pay your financial adviser. These commercial terms will match should match exactly the preferences set out in Section A below. In the case of a discrepancy, you will need to raise the matter with your Westpac representative as a matter of urgency.

Which sections do you need to complete?	Individuals/Individuals as Trustee	Companies/Companies as Trustee	Trusts
A Your investment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B Your details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C Direct Debit Request	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D Payment Instructions Request	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E Declarations & acknowledgments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment – Certified Copy Certificate	<input type="checkbox"/> (New customers)		

A. Your investment (must match the quote you accepted exactly).

Investment: Range Accrual Deposit.

Principal Amount to be invested (AUD) , , (Minimum of AUD500,000)

Commencement Date / /

Total Term Months Years

Range: . % to . %

Coupon Payment frequency Monthly Quarterly Semi-Annual

Fixed Rate . % or Floating Rate: Reference Rate + % Spread

(as per the quote you accepted from Westpac)

Principal Payments during Term Yes No

Lower Rate . % of the Enhanced Rate

Upfront adviser service fee .

B. Your details.

Primary Account Holder/Individual as Trustee

Title	Surname	Date of birth	Occupation
<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>

Given name(s)

Residential address – post office boxes not acceptable

Mailing address (if different)

Phone number	Country (if not Australia)
<input type="text"/>	<input type="text"/>

Email address

Your customer number	Your BSB and Account number
<input type="text"/>	<input type="text"/>

Or, please tick here if the applicant is a new customer of Westpac. In order to comply with Anti-Money Laundering and Counter-Terrorism Financing laws, Individuals and Individual Trustees who are not already Westpac customers will need to complete a 'Certified Copy Certificate' located at the end of this Application Form, attaching copies of your identification documents.

Tax File Number ("TFN")

Applications will only be accepted from applicants who are located in Australia. Where you do not supply your TFN, tax will be withheld from any income, and remitted to the ATO. Declining to quote a TFN is not an offence.

Companies/Companies as Trustee

Company name (as registered with ASIC)	ABN
<input type="text"/>	<input type="text"/>

Full registered business name (if any)	ACN
<input type="text"/>	<input type="text"/>

Nature of the business	Is the company proprietary?
<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No (please complete a Customer Information Certificate)

Is the company regulated?	Name of Regulator	Licence details
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<input type="text"/>

Date of registration	Place of registration	Listed parent company (if any)
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>

Trusts

Full name of Trust

Trust type/description (e.g. Unit/Discretionary)

Country of establishment

ABN

Full registered business name of the trustee in respect of the trust (if any)

Principal place of business of the Trust – post office boxes not acceptable

Mailing address (if different)

Email address

Phone number

Country (if not Australia)

Your customer number

Your BSB and Account Number

Or, please tick here if the applicant is a new customer of Westpac. In order to comply with Anti-Money Laundering and Counter-Terrorism Financing laws, Individual Trustees who are not already Westpac customers will need to complete a 'Certified Copy Certificate' located at the end of this Application Form, attaching copies of your identification documents. Please note that in each case, additional information may be requested. Please contact your financial adviser or Westpac representative if you have any questions.

Trusts

- If the Trustee is an individual, please complete the section 'Individuals/Individuals as Trustee'
- If the Trustee is a company, please complete the section 'Companies/Companies as Trustee'

Beneficiaries

Beneficiary (if different from Trustee)

Title Surname

Given name(s)

Beneficiary (if different from Trustee)

Title Surname

Given name(s)

C. Direct Debit Request.

BSB <input type="text"/>	Account Number <input type="text"/>	Account Name <input type="text"/>
Name of Financial Institution <input type="text"/>	Branch <input type="text"/>	

I/We request and authorise Westpac (User ID number 427920), to arrange for any amounts which become payable in respect of this investment to be debited through the Bulk Electronic Clearing system. I/We understand and acknowledge that:

- my/our financial institution has absolute discretion to decide the order in which it will pay moneys under this request, or any other request, authority or mandate, and including the discretion to refuse to honour this request at any time;
- this request operates on the terms of the Direct Debit Services Agreement as set out below (as varied by Westpac) which I/we have read and, by signing this Direct Debit Request, agreed to.

Applicant's / Director's signature <input type="text"/>	Applicant #2's / Director's / Secretary's signature <input type="text"/>
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Applicant's / Director's name <input type="text"/>	Applicant #2's / Director's / Secretary's name <input type="text"/>
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D. Payment Instructions Request (if different from above).

BSB <input type="text"/>	Account Number <input type="text"/>	Account Name <input type="text"/>
Name of Financial Institution <input type="text"/>	Branch <input type="text"/>	

I/We request and authorise Westpac (User ID number 427920), to arrange for any amounts which become payable in respect of this investment to be credited through the Bulk Electronic Clearing system. I/We understand and acknowledge that:

- my/our financial institution has absolute discretion to decide the order in which it will pay monies under this request, or any other request, authority or mandate, and including the discretion to refuse to honour this request at any time;
- this request operates on the same terms (where applicable) of the Direct Debit Services Agreement as set out in Section C on the previous page (as varied by Westpac) which I/we have read and, by signing below, agreed to.

Applicant's / Director's signature <input type="text"/>	Applicant #2's / Director's / Secretary's signature <input type="text"/>
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Applicant's / Director's name <input type="text"/>	Applicant #2's / Director's / Secretary's name <input type="text"/>
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Privacy Statement.

Personal information

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, rewards program administrators 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 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;
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

Information about products and services

We will use your personal information to contact you or send you information about other products and services offered by the Westpac Group 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.

Other Acknowledgements and Consents.

- We may confirm the details of the information provided in this application which includes contacting your employer to confirm salary, address or other personal details.
- Where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement.
- This Application Form is not an offer or acceptance of credit.

Definitions.

“We”, “our”, “us” means Westpac Banking Corporation ABN 33 007 457 141. “Westpac Group” means Westpac Banking Corporation and its related bodies corporate.

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