

Westpac Banking Corporation

(A.B.N. 33 007 457 141)

(AFSL 233714)

(incorporated with limited liability in Australia and registered in the State of New South Wales)

U.S. \$70,000,000,000 Programme for the Issuance of Debt Instruments

Pages 1 to 179 (inclusive) of this Offering Memorandum comprise a base prospectus approved by the United Kingdom Financial Conduct Authority (the “**FCA**”), which is the United Kingdom competent authority for the purposes of *Directive 2003/71/EC* (as amended) (the “**Prospectus Directive**”) and relevant implementing measures in the United Kingdom, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in the United Kingdom for the purpose of giving information with regard to the issue of senior instruments under the Programme (“**Instruments**” or “**PD Instruments**”) during the period of 12 months after the date hereof (the “**Base Prospectus**”). Application has been made to the London Stock Exchange plc (the “**London Stock Exchange**”) for such Instruments to be admitted to trading on the London Stock Exchange’s Regulated Market. The London Stock Exchange’s Regulated Market is a regulated market for the purposes of *Directive 2004/39/EC* (the “**Markets in Financial Instruments Directive**”).

Instruments may also be issued under the Programme on the basis that they will be unlisted or admitted to listing and/or trading by such other or further listing authority and/or stock exchange as may be agreed between Westpac Banking Corporation (the “**Issuer**” or “**Westpac**”) and the relevant Dealer. Such instruments shall be “**PD Exempt Instruments**” (and, together with the PD Instruments, the “**Programme Instruments**”), being Instruments for which no prospectus is required to be published pursuant to the Prospectus Directive. Pages 180 to 204 (inclusive) of this Offering Memorandum comprise an offering circular, prepared in connection with the issuance of PD Exempt Instruments (the “**Offering Circular**”). The Offering Circular has not been reviewed or approved by the FCA and does not constitute a prospectus for the purpose of the Prospectus Directive.

Instruments issued on a subordinated basis may also be issued under the Programme (the “**Subordinated Instruments**”) on the basis that they will be admitted to trading on the Irish Stock Exchange’s Global Exchange Market or the Australian Securities Exchange. It is intended that Westpac will publish listing particulars or an information memorandum pursuant to which Subordinated Instruments may be issued under the Programme. Such listing particulars or information memorandum will not be approved by the FCA.

This Offering Memorandum supersedes any previous offering memorandum, base prospectus, information memorandum or information memorandum addendum describing the Programme. Any Programme Instruments issued under the Programme on or after the date of this Offering Memorandum are issued subject to the provisions described herein. This does not affect any instruments issued before the date of this Offering Memorandum.

Factors which could be material for the purpose of assessing the risks associated with the Instruments issued under the Programme are set out on pages 28 to 47 (inclusive) of this Base Prospectus.

The Instruments have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Instruments are being offered only in offshore transactions in accordance with Regulation S under the Securities Act and, in certain limited circumstances, Registered Instruments may be offered only to ‘qualified institutional buyers’ in accordance with Rule 144A under the Securities Act, in each case, in compliance with applicable securities laws.

Arranger for the Programme

UBS Investment Bank

Dealers

Barclays
BNP PARIBAS
BofA Merrill Lynch
Citigroup

Deutsche Bank
HSBC
J.P. Morgan
Morgan Stanley
Nomura

The Royal Bank of Scotland
Goldman Sachs International
UBS Investment Bank
Westpac Banking Corporation

14 November 2014

Standard and Poor's (Australia) Pty Limited has assigned Westpac a senior unsecured credit rating of AA-. The outlook for the rating is stable. The short-term credit rating assigned by Standard and Poor's (Australia) Pty Limited to Westpac is A-1+. Moody's Investors Service Pty Limited has assigned Westpac a senior unsecured credit rating of Aa2. The outlook for the rating is stable. The short-term credit rating assigned by Moody's Investors Service Pty Limited to Westpac is P-1.

Neither Standard & Poor's (Australia) Pty Limited nor Moody's Investors Service Pty Limited is established in the European Union or has applied for registration under *Regulation (EU) No. 1060/2009*, as amended (the "**CRA Regulation**"). However, Standard & Poor's (Australia) Pty Limited is endorsed by Standard & Poor's Credit Market Services Europe Limited and Moody's Investors Service Pty Limited is endorsed by Moody's Investor Services Limited, each of which is established in the European Union and registered under the CRA Regulation.

The Issuer accepts responsibility for the information contained in this Base Prospectus and each Final Terms. To the best of the knowledge of the Issuer (who has taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The previous paragraph is to be read in conjunction with the section below entitled "Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)".

Restrictions on offers of Instruments in Relevant Member States

Certain Tranches of Instruments with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "**Public Offer**". This Base Prospectus has been prepared on a basis that permits Public Offers of Instruments. Any person making or intending to make a Public Offer of Instruments (the "**Offeror**") in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") may only do so if this Base Prospectus has been approved by the competent authority in that Relevant Member State (or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State) and published in accordance with the Prospectus Directive, and if the Issuer has consented to the use by the Offeror of this Base Prospectus in connection with such offer as provided under "Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)" and the terms of that consent are complied with by the Offeror.

Save as provided above, neither the Issuer nor any Dealer has authorised, nor authorises, the making of any Public Offer of Instruments in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement the Base Prospectus for such offer.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Instruments shall in, any circumstances, imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Instruments of any information coming to their attention.

Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)

Any person (an “*Investor*”) intending to acquire or acquiring any Instruments from any Offeror other than the Issuer or a relevant Dealer should be aware that, in the context of a Public Offer of such Instruments, the Issuer will be responsible to the Investor for this Base Prospectus under section 90 of the *Financial Services and Markets Act 2000* (the “*FSMA*”) only if the Issuer has consented to the use of this Base Prospectus by that Offeror to make the Public Offer to the Investor. Neither the Issuer nor any Dealer makes any representation as to the compliance by that Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Public Offer and neither the Issuer nor any Dealer has any responsibility or liability for the actions of that Offeror.

Save as provided below, neither the Issuer nor any Dealer has authorised the making of any Public Offer by any Offeror or consented to the use of this Base Prospectus by any other person in connection with any Public Offer of Instruments. Any Public Offer made without the consent of the Issuer is unauthorised and neither the Issuer nor any Dealer accepts any responsibility or liability for the actions of any person making any such unauthorised offer. If the Issuer has not consented to the use of this Base Prospectus by an Offeror, the Investor should check with the Offeror whether anyone is responsible for this Base Prospectus for the purposes of section 90 of the FSMA in the context of the relevant Public Offer and, if so, who that person is. Any Investor in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents should take legal advice.

Consent

In connection with a Tranche of Instruments which is to be the subject of a Public Offer, and subject to the conditions set out below under "Common Conditions to Consent":

- (A) if Specific Consent is specified in the relevant Final Terms as applicable, the Issuer consents to the use of this Base Prospectus (as supplemented at the relevant time, if applicable) in connection with any Public Offer of Instruments in each Member State for which the Issuer has given its consent referred to herein during the Offer Period specified in the relevant Final Terms by:
- (a) the relevant Dealer(s);
 - (b) any financial intermediaries specified in the relevant Final Terms;
 - (c) any other financial intermediary appointed after the date of the relevant Final Terms and whose name is published on the website of the Issuer (www.westpac.com.au) and identified as an authorised offeror in respect of the Public Offer (together with the financial intermediaries referred to in (b) above, the “*Authorised Offerors*”); and
- (B) if General Consent is specified in the relevant Final Terms as applicable, the Issuer consents to the use of this Base Prospectus (as supplemented at the relevant time, if applicable) in connection with any Public Offer of Instruments in each Member State for which the Issuer has given its consent referred to herein during the Offer Period specified in the relevant Final Terms by a Dealer and/or financial intermediary which satisfies the Authorised Offeror Terms set out below to any financial intermediary which:

- (e) hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Instruments under the Rules, including authorisation under the FSMA;
- (f) comply with applicable Rules relating to anti-money laundering, anti-bribery, anticorruption and "know your client" requirements (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Instruments by the Investor), and will not permit any application for Instruments in circumstances where the financial intermediary has any suspicions as to the source of the application monies;
- (g) ensure that it does not, directly or indirectly, cause the Issuer or the relevant Dealer to breach any Rule or subject the Issuer or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- (h) retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer, the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer in order to enable the Issuer and/or the relevant Dealer to comply with Rules relating to anti-money laundering, anti-bribery, anti-corruption and "know your client" requirements applying to the Issuer and/or the relevant Dealer;
- (i) ensure that no holder of Instruments or potential Investor in Instruments shall become an indirect or direct client of the Issuer or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- (j) co-operate with the Issuer and the relevant Dealer in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (h) above) upon written request from the Issuer or the relevant Dealer as is available to such financial intermediary or which is within its power and control from time to time, together with such further assistance as is reasonably requested by the Issuer or the relevant Dealer:
 - (i) in connection with any request or investigation by any relevant regulator in relation to the Instruments, the Issuer or the relevant Dealer; and/or
 - (ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Offeror including, without limitation, complaints as defined in rules published by any relevant regulator of competent jurisdiction from time to time; and/or
 - (iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Instruments and/or as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

- (k) during the primary distribution period of the Instruments: (i) not sell the Instruments at any price other than the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Dealer); (ii) not sell the Instruments otherwise than for settlement on the Issue Date specified in the applicable Final Terms; (iii) not appoint any sub-financial intermediaries (unless otherwise agreed with the relevant Dealer); (iv) not pay any fee, remuneration, commissions or benefits to any third parties in relation to the offering or sale of the Instruments (unless otherwise agreed with the relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer;
 - (l) either (a) obtain from each potential Investor an executed application for the Instruments, or (b) keep a record of all requests such financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Instruments on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;
 - (m) comply with the conditions to consent referred to under the "Common Conditions to Consent" below and any further requirements relevant to the Public Offer as specified in the applicable Final Terms;
 - (n) make available to each potential Investor in the Instruments the Base Prospectus (as supplemented as at the relevant time), the applicable Final Terms and any applicable information booklet provided by the Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with the Base Prospectus and the applicable Final Terms; and
 - (o) if it conveys or publishes any communication (other than the Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Public Offer) in connection with the relevant Public Offer, it will ensure that such communication (a) is fair, clear and not misleading and complies with the Rules, (b) states that such financial intermediary has provided such communication independently of the Issuer and the relevant Dealer, that such financial intermediary is solely responsible for such communication and that neither the Issuer nor the relevant Dealer accepts any responsibility for such communication and (c) does not, without the prior written consent of the Issuer or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer or the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest or in any statements (oral or written), marketing material or documentation in relation to the Instruments, except to describe the Issuer as issuer of the relevant Instruments on the basis set out in the Base Prospectus;
2. agrees and undertakes to indemnify each of the Issuer and the relevant Dealer (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) on an after-tax basis against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any

defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of, or in relation to or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer; and

3. agrees and accepts that:
 - (a) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Base Prospectus with its consent in connection with the relevant Public Offer (the "**Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Offeror Contract, shall be governed by, and construed in accordance with, English law;
 - (b) the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Offeror Contract) and accordingly submits to the exclusive jurisdiction of the English courts; and
 - (c) each relevant Dealer will, pursuant to the *Contracts (Rights of Third Parties) Act 1999*, be entitled to enforce those provisions of the Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Offeror Terms.

Any Authorised Offeror falling within paragraph (B) above and meets the conditions stated in the "Common Conditions to Consent" below who wishes to use the Base Prospectus in connection with a Public Offer as set out above is required, for the duration of the relevant Offer Period, to publish on its website the Acceptance Statement.

Common Conditions to Consent

The conditions to the Issuer's consent (in addition to the conditions described in sub-paragraph (ii) above if the applicable Final Terms specifies "**General Consent**" as "**Applicable**") are that such consent:

- (i) is valid only in respect of the relevant Tranche of Instruments;
- (ii) is valid only during the Offer Period specified in the applicable Final Terms;
- (iii) extends only to the use of this Base Prospectus to make Public Offers of the relevant Tranche of Instruments in the United Kingdom, Belgium, Germany, Ireland, Luxembourg, The Netherlands, Spain, Italy, France, Austria and those other jurisdictions which have issued certificates of approval pursuant to Article 18 of the Prospectus Directive; and

(iv) is subject to any other conditions set out in the applicable Final Terms.

To the extent specified in the relevant Final Terms, a Public Offer may be made only during the relevant Offer Period by any of the relevant Dealers or relevant Authorised Offeror in any relevant Member State and subject to any relevant conditions, in each case all as specified above and/or in the applicable Final Terms.

The consent referred to above relates to Offer Periods occurring within 12 months from the date of the Base Prospectus. The Issuer accepts responsibility, in the jurisdictions to which the consent to use the Base Prospectus extends, for the content of the Base Prospectus in relation to any Investor who acquires any Instruments in a Public Offer made by any person to whom consent has been given to use the Base Prospectus in that connection in accordance with the preceding paragraph, provided that such Public Offer has been made in accordance with all the Conditions attached to that consent.

The Issuer may, on or after the date of this Base Prospectus, make applications for one or more further certificates of approval under Article 18 of the Prospectus Directive as implemented in the United Kingdom to be issued by the FCA to the competent authority in any one of the following Member States: Belgium; Germany; Ireland; Luxembourg; The Netherlands; Spain; Italy; France; and Austria.

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY INSTRUMENTS IN A PUBLIC OFFER FROM AN OFFEROR OTHER THAN THE ISSUER WILL DO SO, AND OFFERS AND SALES OF SUCH INSTRUMENTS TO AN INVESTOR BY SUCH OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE INSTRUMENTS CONCERNED AND, ACCORDINGLY, THE BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NEITHER THE ISSUER NOR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

References herein to the “*Programme Date*” are to the date specified on the cover of this Base Prospectus.

This Base Prospectus should be read and construed with any amendment or supplement thereto and, unless the context otherwise requires, be deemed to include any other documents incorporated by reference herein and, in relation to any Series (as defined herein) of Instruments, should be read and construed together with the relevant Final Terms (as defined herein).

No person has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any additional written information supplied by the Issuer or such other information as has been published in the public domain by the Issuer and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer (as defined in “*Subscription and Sale*”).

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates make any representation or warranty, or accept any responsibility, as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus nor any Final Terms nor the offering, sale or delivery of any Instrument shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date thereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial situation of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with this Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Instruments in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Instruments, see the “**Subscription and Sale**” section in this Base Prospectus. In particular, the Instruments have not been and will not be registered under the Securities Act and may include Instruments in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, Instruments may not be offered, sold or delivered within the United States or to, or for the account of, U.S. persons within the meaning of Regulation S under the Securities Act (“**U.S. person**”). Neither this Base Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

In The Netherlands, the Issuer is not authorised to pursue business as a bank and is not registered as such in the Dutch public register pursuant to *1:107 paragraph 2 of the Dutch Financial Markets Supervision Act (Wet op het financieel toezicht)*, as amended, restated or re-enacted at any time, hereinafter the “**Wft**”.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Instruments and should not be considered as a recommendation by the Issuer or the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Instruments. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Each potential investor in the Instruments must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Instruments, the merits and risks of investing in the Instruments and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Instruments and the impact the Instruments will have on its overall investment portfolio;

- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Instruments, including Instruments with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Instruments and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Instruments are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Instruments which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Instruments will perform under changing conditions, the resulting effects on the value of the Instruments and the impact this investment will have on the potential investor's overall investment portfolio.

All references in this Base Prospectus to a "**Member State**" are references to a Member State of the European Economic Area, references to "**U.S.\$**", "**U.S. dollars**", "**USD**" or "**U.S. cents**" are to the lawful currency of the United States of America, all references to "**A\$**", "**AUD**" and "**cents**" are to the lawful currency of Australia, all references to "**NZ\$**", "**NZD**" and "**NZ cents**" are to the lawful currency of New Zealand, all references to "**£**", "**Sterling**" and "**GBP**" are to the lawful currency of the United Kingdom, all references to "**Renminbi**" and "**CNY**" are to the lawful currency of the People's Republic of China and all references to "**S\$**" are to the lawful currency of Singapore. References to "**€**", "**Eur**", "**euro**" or, as the context may require, cents are to the currency, introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty on European Union of those member states of the European Union which are participating in the European economic and monetary union (the "**Eurozone**"). References to "**Australia**" are to the Commonwealth of Australia, its territories and possessions.

In connection with the issue of any Tranche (as defined herein) of Instruments under the Programme, the Dealer or Dealers (if any) specified as the stabilising dealers (the "**Stabilising Dealer(s)**") (or persons acting on behalf of any Stabilising Dealer(s)) may over-allot Instruments or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Dealer(s) (or persons acting on behalf of a Stabilising Dealer) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Instruments is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Instruments and 60 days after the date of the allotment of the relevant Tranche of Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Dealer(s) (or person(s) acting on behalf of any Stabilising Dealer(s)) in accordance with all applicable laws and rules.

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SUMMARY OF THE PROGRAMME

Summaries are made up of disclosure requirements known as “Elements”. These Elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for these types of securities and this Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of ‘not applicable’.

Words and expressions defined in “Terms and Conditions of the Instruments” shall have the same meanings in this Summary.

| Section A – Introduction and Warnings: | | |
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| A.1 | Warning: | <p>This summary should be read as an introduction to the Base Prospectus. Any decision to invest in the Instruments should be based on consideration of the Base Prospectus as a whole by the investor, including any information incorporated by reference. Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor may, under the national legislation of the Member States, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in such Instruments.</p> |
| A.2 | Consent to use of this Base Prospectus: | <p><i>Issue specific summary</i></p> <p>[Not Applicable; the Instruments are issued in denominations of at least €100,000 (or its equivalent in any other currency)]</p> <p>[Not applicable, the Instruments are issued in denominations of less than €100,000 (or its equivalent in any other currency) but will be offered pursuant to one or more exemptions from an obligation under the Prospectus Directive to publish a prospectus. There will be no Public Offer of the Notes.]</p> <p>[An offer of the Instruments may be made by the Dealers [and [•]] other than pursuant to Article 3(2) of the Prospectus Directive in [•] (“Public Offer Jurisdictions”) during the period from [•] until [•] (“Offer Period”).</p> <p>[In respect of this Tranche of Instruments, the Issuer consents to the use of the Base Prospectus in connection with a Public Offer of any relevant Instruments during the period from [•] until [•] (“Offer Period”) [in [•] by [•], [•] and [•].]</p> <p>[In respect of this Tranche of Instruments, the Issuer consents to the use of the Base Prospectus in connection with a Public Offer</p> |

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|------|---|--|
| | | <p>of any relevant Instruments during the period from [•] until [•] (“Offer Period”) [in [•] by any financial intermediary which is authorised to make such offers under the Markets in Financial Instruments Directive and which satisfies the following conditions: [•] [or] [by the financial intermediaries, in [•] and subject to [•] for so long as they are authorised to make such offers under the Markets in Financial Instruments Directive.]</p> <p>[The Issuer may give consent to additional financial intermediaries after the date of these Final Terms.]</p> <p>[A list of the financial intermediaries authorised to make such offer is available on the Issuer’s website [•]]</p> <p>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY INSTRUMENTS IN A PUBLIC OFFER FROM AN OFFEROR OTHER THAN THE ISSUER WILL DO SO, AND OFFERS AND SALES OF SUCH INSTRUMENTS TO AN INVESTOR BY SUCH OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE INSTRUMENTS CONCERNED AND, ACCORDINGLY, THE BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NEITHER THE ISSUER NOR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.</p> |
| | Section B – Issuer: | |
| B.1 | Legal and commercial name: | Westpac Banking Corporation. |
| B.2 | Domicile, Legal Form, Country of Incorporation and Legislation under which the Issuer operates: | The Issuer is domiciled and incorporated in Australia. The Issuer was registered on 23 August 2002 as a public company limited by shares under the Australian Corporations Act 2001. |
| B.4b | Known trends affecting the Issuer and its Industry: | <p>Australian economic conditions gradually improved over 2014 with steady growth in private consumption, a pick-up in housing activity and a rise in resource exports offsetting the mining-led reduction in business investment. GDP growth lifted from 2.6% in the fourth quarter of 2013 to 3.1% in the second quarter of 2014 and is expected to remain at this pace through to the end of 2014. In 2015, Westpac expects a further lifting in GDP growth to 3.2%.</p> <p>The international environment remains challenging with an 8%</p> |

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| | | <p>decline in Australia's terms of trade over the past year, associated with a slowdown in China, which in turn affected national income. Looking ahead, Westpac expects world growth to strengthen in 2015 to 3.7% from 2.9% this year as the major developed economies see some modest firming in growth and activity, and as China stabilises.</p> <p>Domestically, Westpac anticipates that the mining investment reduction will likely continue in 2015 but Westpac expects an offset from a lift in consumer spending and non-mining business investment, along with a continued rise in resource exports.</p> <p>While consumers generally remain cautious, their balance sheets are strengthening with good growth in deposits and investments along with improving house prices. This is expected to translate to higher growth in the year ahead. Housing has already shown a clear response to record low interest rates with new dwelling investment showing its strongest growth since 2002. Westpac expects that building activity will remain at high levels in coming quarters, before moderating a little over 2015.</p> <p>There are also improving prospects for a modest rise in non-mining business investment, particularly in the services sector in response to stronger household demand. Together, these trends suggest a modest but sustained increase in business activity in the year ahead.</p> <p>Offsetting these improvements, Westpac anticipates that the economy will continue to encounter some headwinds to growth. In addition to the ongoing mining investment downturn, lower public spending is also expected to be a restraint with governments at all levels focused on budget repair.</p> <p>Near term, Westpac expects the mix of controlled inflation, modest employment growth and below trend GDP growth to see the Reserve Bank maintain its current accommodative stance of monetary policy holding the cash rate at 2.5%. However, as international conditions improve and domestic demand shows signs of firming, Westpac expects the RBA to begin a gradual tightening of monetary policy in the second half of 2015.</p> <p>Price pressures are likely to remain benign with core CPI inflation easing back towards 2.5% in 2015 and wages growth subdued. Labour markets remain soft and Westpac only expects to see a gradual improvement with the unemployment rate rising marginally to 6.2% in early 2015 and only declining slightly by the end of the year.</p> <p>For the financial services sector, Westpac expects demand for credit to rise modestly with credit growth lifting to around 7% in 2015, up from closer to 6% in 2014. Housing credit is likely to remain solid, while business credit growth is likely to continue rising off its relatively modest base. Growth in funds management is expected to be a little stronger as the population continues to direct more savings to superannuation and prepare for retirement.</p> |
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| | | The use of digital channels by customers to conduct their banking continued to rise over the year with the use of mobile channels accelerating quickly. These trends are expected to have a significant impact on financial services companies and Westpac will need to continue adjusting its business model to meet these changing customer needs. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|-----------------------------|--|--|-------------------------|--|--|--|---------------------|--------|--------|--------|---------------------|-------|-------|-------|---|--|--|--|--|--------|--------|--------|--------------------|---------|---------|---------|--------------------|-------|-------|---------|--------------------------|--------|-------|-------|--------------------|---------|---------|---------|--|------|------|------|--|-------|-------|-------|----------------------|--|--|--|--------------|---------|---------|---------|-------|---------|---------|---------|-------------------------------|---------|---------|---------|--------------|--------|-------|-------|--|--------|--------|--------|--------------------------|--|--|--|--|-------|-------|-------|----------------------------------|-------|-------|-------|---|-------|-------|-------|
| B.5 | Group Position: | Westpac Banking Corporation is the ultimate parent of the Westpac group of companies (the " Westpac Group "). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.9 | Profit Forecasts or Estimates: | Not applicable. No profit forecasts or estimates made. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.10 | Description of any Qualifications in the Audit Report on the Historical Financial Information: | Not applicable. The audit reports on the historical financial information are not qualified. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.12 | Key Historical Financial Information: | <table border="1"> <thead> <tr> <th></th> <th style="text-align: right;"><i>Year ended Sept-2014</i></th> <th style="text-align: right;"><i>Year ended Sept-2013</i> <i>A\$m</i></th> <th style="text-align: right;"><i>Year ended Sept-2012</i> <i>A\$m</i></th> </tr> </thead> <tbody> <tr> <td colspan="4">Income statement</td> </tr> <tr> <td>Net interest income</td> <td style="text-align: right;">13,542</td> <td style="text-align: right;">12,821</td> <td style="text-align: right;">12,502</td> </tr> <tr> <td>Non-interest income</td> <td style="text-align: right;">6,395</td> <td style="text-align: right;">5,774</td> <td style="text-align: right;">5,481</td> </tr> <tr> <td>Net operating income before operating expenses and impairment charges</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">19,937</td> <td style="text-align: right;">18,595</td> <td style="text-align: right;">17,983</td> </tr> <tr> <td>Operating expenses</td> <td style="text-align: right;">(8,547)</td> <td style="text-align: right;">(7,976)</td> <td style="text-align: right;">(7,957)</td> </tr> <tr> <td>Impairment charges</td> <td style="text-align: right;">(650)</td> <td style="text-align: right;">(847)</td> <td style="text-align: right;">(1,212)</td> </tr> <tr> <td>Profit before income tax</td> <td style="text-align: right;">10,740</td> <td style="text-align: right;">9,772</td> <td style="text-align: right;">8,814</td> </tr> <tr> <td>Income tax expense</td> <td style="text-align: right;">(3,115)</td> <td style="text-align: right;">(2,947)</td> <td style="text-align: right;">(2,812)</td> </tr> <tr> <td>Profit attributable to non-controlling interests</td> <td style="text-align: right;">(64)</td> <td style="text-align: right;">(74)</td> <td style="text-align: right;">(66)</td> </tr> <tr> <td>Net profit attributable to owners of Westpac Banking Corporation</td> <td style="text-align: right;">7,561</td> <td style="text-align: right;">6,751</td> <td style="text-align: right;">5,936</td> </tr> <tr> <td colspan="4">Balance sheet</td> </tr> <tr> <td>Total assets</td> <td style="text-align: right;">770,842</td> <td style="text-align: right;">701,097</td> <td style="text-align: right;">678,612</td> </tr> <tr> <td>Loans</td> <td style="text-align: right;">580,343</td> <td style="text-align: right;">536,164</td> <td style="text-align: right;">514,445</td> </tr> <tr> <td>Deposits and other borrowings</td> <td style="text-align: right;">460,822</td> <td style="text-align: right;">424,482</td> <td style="text-align: right;">394,991</td> </tr> <tr> <td>Loan capital</td> <td style="text-align: right;">10,858</td> <td style="text-align: right;">9,330</td> <td style="text-align: right;">9,537</td> </tr> <tr> <td>Total shareholders' equity and non-controlling interests</td> <td style="text-align: right;">49,337</td> <td style="text-align: right;">47,537</td> <td style="text-align: right;">46,265</td> </tr> <tr> <td colspan="4">Share information</td> </tr> <tr> <td>Weighted average number of ordinary shares (million)</td> <td style="text-align: right;">3,098</td> <td style="text-align: right;">3,087</td> <td style="text-align: right;">3,043</td> </tr> <tr> <td>Basic earnings per share (cents)</td> <td style="text-align: right;">243.7</td> <td style="text-align: right;">218.3</td> <td style="text-align: right;">194.7</td> </tr> <tr> <td>Diluted earnings per ordinary share (cents)</td> <td style="text-align: right;">238.7</td> <td style="text-align: right;">213.5</td> <td style="text-align: right;">189.4</td> </tr> </tbody> </table> | | <i>Year ended Sept-2014</i> | <i>Year ended Sept-2013</i> <i>A\$m</i> | <i>Year ended Sept-2012</i> <i>A\$m</i> | Income statement | | | | Net interest income | 13,542 | 12,821 | 12,502 | Non-interest income | 6,395 | 5,774 | 5,481 | Net operating income before operating expenses and impairment charges | | | | | 19,937 | 18,595 | 17,983 | Operating expenses | (8,547) | (7,976) | (7,957) | Impairment charges | (650) | (847) | (1,212) | Profit before income tax | 10,740 | 9,772 | 8,814 | Income tax expense | (3,115) | (2,947) | (2,812) | Profit attributable to non-controlling interests | (64) | (74) | (66) | Net profit attributable to owners of Westpac Banking Corporation | 7,561 | 6,751 | 5,936 | Balance sheet | | | | Total assets | 770,842 | 701,097 | 678,612 | Loans | 580,343 | 536,164 | 514,445 | Deposits and other borrowings | 460,822 | 424,482 | 394,991 | Loan capital | 10,858 | 9,330 | 9,537 | Total shareholders' equity and non-controlling interests | 49,337 | 47,537 | 46,265 | Share information | | | | Weighted average number of ordinary shares (million) | 3,098 | 3,087 | 3,043 | Basic earnings per share (cents) | 243.7 | 218.3 | 194.7 | Diluted earnings per ordinary share (cents) | 238.7 | 213.5 | 189.4 |
| | <i>Year ended Sept-2014</i> | <i>Year ended Sept-2013</i> <i>A\$m</i> | <i>Year ended Sept-2012</i> <i>A\$m</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Income statement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Net interest income | 13,542 | 12,821 | 12,502 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-interest income | 6,395 | 5,774 | 5,481 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Net operating income before operating expenses and impairment charges | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 19,937 | 18,595 | 17,983 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating expenses | (8,547) | (7,976) | (7,957) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Impairment charges | (650) | (847) | (1,212) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Profit before income tax | 10,740 | 9,772 | 8,814 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Income tax expense | (3,115) | (2,947) | (2,812) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Profit attributable to non-controlling interests | (64) | (74) | (66) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Net profit attributable to owners of Westpac Banking Corporation | 7,561 | 6,751 | 5,936 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Balance sheet | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total assets | 770,842 | 701,097 | 678,612 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Loans | 580,343 | 536,164 | 514,445 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Deposits and other borrowings | 460,822 | 424,482 | 394,991 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Loan capital | 10,858 | 9,330 | 9,537 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total shareholders' equity and non-controlling interests | 49,337 | 47,537 | 46,265 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Share information | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Weighted average number of ordinary shares (million) | 3,098 | 3,087 | 3,043 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Basic earnings per share (cents) | 243.7 | 218.3 | 194.7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Diluted earnings per ordinary share (cents) | 238.7 | 213.5 | 189.4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | <p>Dividends per ordinary share (cents) 182 174 166</p> <p>Special dividends (cents) - 20 -</p> <p>Ratios</p> <p>Total equity to average total assets (per cent.) 6.7 6.9 6.9</p> <p>Total capital ratio (per cent.) 12.3 12.3 11.7</p> <p>Dividend payout ratio (excluding special dividend) (per cent.) 74.7 79.7 85.3</p> <p>Return on average ordinary equity (per cent.) 16.3 15.2 13.9</p> <p>Operating expenses to operating income ratio (per cent.) 42.9 42.9 44.2</p> <p>Net interest margin (per cent.) 2.09 2.14 2.16</p> |
| | <p>Statement of no Material Adverse Change since Last Audited Financial Statements:</p> <p>A Description of Significant Changes in Financial or Trading Position:</p> | <p>Since 30 September 2014, the last day of the financial period in respect of which the most recent published audited consolidated financial statements of the Issuer have been prepared, there has been no material adverse change in the prospects of the Issuer and its controlled entities taken as a whole.</p> <p>Since 30 September 2014, the last day of the financial period in respect of which the most recent published audited consolidated financial statements of the Issuer have been prepared, there has been no significant change in the financial or trading position of the Issuer and its controlled entities taken as a whole.</p> |
| B.13 | Description of Recent Events Material to the Issuer's Solvency: | Not applicable. There have been no recent events material to the Issuer's solvency. |
| B.14 | If the Issuer is Dependent upon other Entities Within the Group, this must be Clearly Stated: | Not applicable. The Issuer is not dependent upon other entities within the Westpac Group. |
| B.15 | Issuer Principal Activities: | <p>The Issuer is the ultimate parent of the Westpac Group. The Westpac Group is one of four major banking organisations in Australia and is one of the largest banking organisations in New Zealand. The Westpac Group provides a broad range of banking and financial services in these markets, including consumer, business and institutional banking and wealth management services.</p> <p>The Westpac Group's operations comprise the following key customer facing business divisions operating under multiple brands serving around 12.8 million customers.</p> <p>Australian Financial Services ("AFS") is responsible for the Westpac Group's Australian retail banking, business banking and wealth operations. AFS also includes the product and risk</p> |

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| | | <p>responsibilities for Australian banking. It incorporates the operations of Westpac Retail & Business Banking ("Westpac RBB"), St.George Banking Group ("St.George") and BT Financial Group Australia ("BTFG"), as follows:</p> <ul style="list-style-type: none"> • Westpac RBB is responsible for sales and service for consumer, small to medium enterprise ("SME") commercial and agribusiness customers (with turnover of up to A\$100 million) in Australia under the Westpac brand. • St.George is responsible for sales and service to consumer, SME and corporate customers (businesses with facilities of up to A\$150 million) in Australia under the St.George, BankSA, Bank of Melbourne and RAMS brands. RAMS is a financial services group specialising in mortgages. • BTFG is the Westpac Group's Australian wealth management division. BTFG's funds management operations include the manufacturing and distribution of investment, superannuation and retirement products, investment platforms including BT Wrap and Asgard, private banking, financial planning as well as equity capability and broking. <p>Westpac Institutional Bank ("WIB") delivers a broad range of financial services to commercial, corporate, institutional and government customers with connections to Australia and New Zealand, this includes a growing customer base in Asia.</p> <p>Westpac New Zealand is responsible for the sales and service of banking, wealth and insurance products for consumers, business and institutional customers in New Zealand. Westpac conducts its New Zealand banking business through two banks in New Zealand: Westpac New Zealand Limited, which is incorporated in New Zealand, and Westpac Banking Corporation (NZ Division), which is incorporated in Australia.</p> <p>Other divisions in the Westpac Group include:</p> <ul style="list-style-type: none"> • Westpac Pacific - which provides banking services for retail and business customers in seven Pacific Island nations; • Group Services - encompassing technology, banking operations, legal and property services; • Treasury - which is primarily focused on the management of the Group's interest rate risk and funding requirements; and • Core Support - which comprises those functions performed centrally, including finance, risk and human resources. |
| B.16 | Control of the Issuer: | Not applicable. The Issuer's shares are listed on the Australian Securities Exchange and, to the extent known to the Issuer, the Issuer is not directly or indirectly controlled by any person. |
| B.17 | Credit Ratings Assigned to the Issuer or its Debt Securities at the Request of or in Cooperation with the | Standard and Poor's (Australia) Pty Limited has assigned Westpac a senior unsecured credit rating of AA-. The outlook for the rating is stable. The short-term credit rating assigned by Standard and Poor's (Australia) Pty Limited to Westpac is A-1+. Moody's Investors Service Pty Limited has assigned Westpac a |

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| | Issuer: | <p>senior unsecured credit rating of Aa2. The outlook for the rating is stable. The short-term credit rating assigned by Moody's Investors Service Pty Limited to Westpac is P-1.</p> <p><i>Issue specific summary:</i></p> <p>[[The Instruments to be issued [are not/have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Instruments of this type issued under the Programme generally]]:</p> <p>[Standard and Poor's (Australia) Pty Limited: [•]]</p> <p>[Moody's Investors Service Pty Limited: [•]]</p> |
| Section C – Instruments: | | |
| C.1 | Description of the Type and Class of Securities: | <p>Instruments will be issued in series (each a “Series”). Each Series may comprise one or more tranches (“Tranches”) issued on different issue dates. The Instruments of each Series will all be subject to identical terms except that the issue date and/or the amount of the first payment of interest and/or the issue price may be different in respect of different Tranches and a Series may comprise Instruments in more than one denomination. The Instruments of each Tranche will all be subject to identical terms save that a Tranche may comprise Instruments of different denominations.</p> <p>Instruments may be issued in bearer or registered form. In respect of each Tranche of Instruments issued in bearer form, the Issuer will deliver a temporary global Instrument or, in respect of Instruments to which <i>U.S. Treasury Regulation §1.163-5(c)(2)(i)(C)</i> (the “TEFRA C Rules”) applies, a permanent global Instrument. Such global Instrument will be either (i) deposited on or before the relevant issue date therefor with a depository or a common depository for Euroclear Bank SA/NV (“Euroclear”) and/or Clearstream Banking, société anonyme (“Clearstream, Luxembourg”) and/or any other relevant clearing system or (ii) lodged on or before the relevant issue date thereof with a sub-custodian in Hong Kong for the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (“CMU Service”). Each temporary global Instrument will be exchangeable either for a permanent global Instrument or, in certain cases, for Instruments in definitive bearer form and/or (in the case of certain Series comprising both bearer Instruments and registered Instruments) registered form in accordance with its terms. Each permanent global Instrument will be exchangeable for Instruments in definitive bearer form and/or (in the case of certain Series comprising both bearer Instruments and registered Instruments) registered form in accordance with its terms. Instruments in definitive bearer form will, if interest-bearing, either have interest coupons (“Coupons”) attached and, if appropriate, a talon (“Talon”) for further Coupons and will, if the principal thereof is repayable by instalments, have a grid for recording the payment of principal endorsed thereon or, in certain cases, have payment receipts (“Receipts”) attached. Instruments in bearer form are exchangeable in accordance with the terms</p> |

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| | | <p>thereof for Instruments in registered form. Instruments in registered form may not be exchanged for Instruments in bearer form.</p> <p><i>Issue specific summary:</i></p> <p>Series Number: [•]</p> <p>Tranche Number: [•]</p> <p>[Bearer Instruments:]</p> <p>[Initially represented by a Temporary Global Instrument or Permanent Global Instrument]</p> <p>[Temporary Global Instrument exchangeable for a Permanent Global Instrument or for Definitive Instruments and/or (if the relevant Series comprises both Bearer Instruments and Registered Instruments) Registered Instruments]</p> <p>[Permanent Global Instrument exchangeable at the option of the bearer for Definitive Instruments and/or (if the relevant Series comprises both Bearer Instruments and Registered Instruments) Registered Instruments]</p> <p>[Registered Instruments:]</p> <p>[Name and specified office of Registrar:]</p> <p>Form of Instruments: [•]</p> <p>Aggregate Nominal Amount: [•]</p> <p>ISIN: [•]</p> <p>Common Code: [•]</p> |
| C.2 | Currency: | <p>Instruments may be denominated in any currency or currencies subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Instruments may, subject to compliance as aforesaid, be made in and/or linked to, any currency or currencies other than the currency in which such Instruments are denominated.</p> <p><i>Issue specific summary:</i></p> <p>The Specified Currency or Currencies of the Instruments [is/are] [•].</p> |
| C.5 | A Description of any Restriction on the Free Transferability of Securities: | <p>There is no such restriction on free transferability of the Instruments.</p> <p>The offering of the Instruments by the Dealers and any authorised Offeror is subject to the selling restrictions with respect to the applicable laws of the jurisdiction in or from which the offering of the Instruments takes place, including the United States of America, the European Economic Area, the United Kingdom, Australia, Hong Kong, Japan, France, Italy, The Netherlands, New Zealand, Taiwan and Singapore.</p> |
| C.8 | A Description of the Rights Attaching to the Securities, Including Ranking and any | <p>Payments</p> <p>Except for the Zero Coupon Instruments, all other Instruments confer the entitlement to receive interest in respect of each period for which the Instruments remain outstanding, and to be repaid</p> |

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| | <p>Limitation on those Rights:</p> | <p>the principal amount of the Instruments on maturity.</p> <p><i>Withholding Tax</i> Payments in respect of Instruments, Receipts or Coupons will be made without withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature imposed or levied by or on behalf of Australia or the jurisdiction, country or territory in which the branch through which the Issuer is acting in respect of a particular issuance of Instruments is located or any political subdivision or any authority thereof or therein having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer will (subject to customary exceptions) pay such additional amounts as will result in the Holders of Instruments, Receipts or Coupons receiving such amounts as they would have received in respect of such Instruments, Receipts or Coupons had no such withholding or deduction been required.</p> <p><i>Limitation on rights</i> The Issuer may be entitled to redeem the Instruments prior to their stated Maturity Date, or to make repayment in a currency other than the currency in which the Instruments are denominated.</p> <p><i>Tax redemption</i> Early redemption of the Instruments for tax reasons is permitted.</p> <p><i>Events of Default</i> The Terms and Conditions contain Events of Default including those relating to (a) non-payment, (b) breach of other obligations, (c) winding-up, (d) cessation of business (e) appointment of receiver, encumbrancer or official manager or execution of enforcement over assets, and (f) inability to pay debts as they fall due. The provisions include minimum thresholds, provisos and grace periods.</p> <p><i>Meetings of Holders of Instruments</i> Meetings of Holders of Instruments may be called to consider matters affecting their interests generally. The provisions governing such meetings permit defined majorities to bind all Holders of Instruments including Holders who did not vote on the relevant resolution and holders who voted in a manner contrary to the majority.</p> <p><i>Governing law</i> English law.</p> <p><i>Issue specific summary:</i></p> <p><i>Ranking</i> The Instruments shall be issued on an unsubordinated basis and rank at least pari passu with all unsecured and unsubordinated obligations of the Issuer (other than those mandatorily preferred by Australian law).</p> |
| C.9 | Description of Rights | Interest periods and interest rates |

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| <p>Attaching to the Securities, including Nominal Interest Rate, Interest Payment Date, Maturity Date/Repayment Procedures, Indication of Yield and Name of Representative of Debt Security Holders:</p> | <p>Except for the Zero Coupon Instruments, the length of all other interest periods for all other Instruments and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Except for the Zero Coupon Instruments, all Instruments may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Instruments to bear interest at different rates in the same interest period.</p> <p>Fixed Rate Instruments: Fixed interest will be payable in arrear on the specified date or dates in each year.</p> <p><i>Issue specific summary:</i> [Fixed Rate Instruments are not being issued] [Rate[(s)] of Interest: [•] per cent. per annum payable [•] in arrear on each Interest Payment Date Interest Payment Date(s): [[•] in each year subject to adjustment in accordance with the Business Day Convention set out below] [Fixed Coupon Amount[(s)]: [•] per Calculation Amount] Business Day Convention: [•]</p> <p><i>Accrual Feature:</i> Applicable/Not applicable</p> <p>Yield in respect of Fixed Rate Instruments: The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.</p> <p><i>Issue specific summary:</i> Indication of yield: [•]</p> <p>Floating Rate Instruments: Floating Rate Instruments will bear interest determined separately for each Series.</p> <p><i>Issue specific summary:</i> [Floating Rate Instruments are not being issued]</p> <p><i>Rates of Interest:</i> [•] month [•] +/- [•] per cent. per annum payable [•] in arrear on each Interest Payment Date [Interest Period(s): [•] Interest Payment Dates: [[•] in each year, subject to adjustment in accordance with the Business Day Convention set out below] First Interest Payment Date: [•] Interest Period End Dates: [•] (Not applicable unless different from Interest Payment Dates) Manner in which the Rate(s) of Interest is/are to be determined: [•] Business Day Convention: [•]</p> <p><i>Accrual Feature:</i></p> |
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| | | <p>Applicable/Not applicable</p> <p>Zero Coupon Instruments: Zero Coupon Instruments may be issued at their nominal amount or at a discount to it and will not bear interest.</p> <p><i>Issue specific summary:</i> [Zero Coupon Instruments are not being issued] [Amortisation Yield: [•] per cent. per annum]</p> <p>Partly Paid Instruments: Partly Paid Instruments may be issued where the subscription money is payable in more than one instalment.</p> <p><i>Issue specific summary:</i> [Partly Paid Instruments are not being issued] Number of instalments: [•] Amount of each instalment: [•] Date(s) of Payment: [•] Method of Payment: [•] First Forfeiture Date: [•] <i>[Accrual Feature:</i> Applicable/Not applicable]</p> <p>Dual Currency Instruments: Dual Currency Instruments will bear interest determined separately for each Series, and interest may be payable in one or more currencies other than the currency of Denomination of the Instruments.</p> <p><i>Issue specific summary:</i> [Dual Currency Instruments are not being issued.] [Interest Period(s): [•]] [Specified Interest Payment Dates: [[•] in each year, subject to adjustment in accordance with the Business Day Convention set out below]] First Interest Payment Date: [•] Interest Period End Dates: [•] <i>(Not applicable unless different from Interest Payment Dates)</i> Manner in which the Rate(s) of Interest is/are to be determined: [•] Business Day Convention: [•]</p> <p>Maturity Date and arrangements for amortisation, including repayment procedures</p> <p><i>Issue specific summary.</i> <i>[Insert maturity date and arrangements for the amortisation of the Instruments, including the repayment procedures]</i></p> |
| C.10 | Derivative Component in Interest Payments: | <p><i>Issue specific summary:</i> [Not applicable. There is not a derivative component in the interest payment.]/[•]</p> |

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| C.11, C.21 | Whether Securities are or will be Object of Application for Admission to Trading: | Each Series of Instruments (other than PD Exempt Instruments) may be admitted to the Official List of the UK Listing Authority (" UKLA ") and admitted to trading by the London Stock Exchange's Regulated Market. |
| Section D – Risks: | | |
| D.2 | Key Information on Issuer Specific Risks: | <p>The following is a summary of the key risks relating to the Issuer:</p> <p>Regulatory risk</p> <p>Westpac is subject to detailed laws and regulations as a financial institution. As it operates and obtains funding in multiple jurisdictions, Westpac is subject to several different legal, regulatory and supervisory frameworks. Should Westpac fail to comply with all applicable laws and regulations, or should a supervisory body or authority take action against Westpac, this could adversely affect Westpac's business. Westpac faces a trend of increased supervision and regulation, and it is likely that the investment and management time which Westpac will be required to commit to compliance will increase as a consequence. This trend also creates regulatory uncertainty for Westpac. In particular, regulations requiring Westpac to maintain higher levels of liquidity and capital adequacy may in the future restrict the development of Westpac's business and operations.</p> <p>Funding risk</p> <p>Westpac relies on credit and capital markets to fund its business and for liquidity. Adverse credit and capital market conditions may significantly affect Westpac's ability to meet funding and liquidity needs and may increase its cost of funding.</p> <p>Credit rating risk</p> <p>A failure to maintain credit ratings could adversely affect Westpac's cost of funds, liquidity, competitive position and access to capital markets.</p> <p>Economic risk</p> <p>There can be no assurance that the market disruptions caused by potential sovereign debt defaults and/or bank failures in the Eurozone would not spread or that such events will not have an impact on Westpac. Such a shock could reduce consumer and business spending and the demand for Westpac's products and services, reduce the ability of Westpac's borrowers to repay their loans and reduce the ability of Westpac's counterparties to fulfil their obligations. These events may adversely affect Westpac's financial performance or financial position.</p> <p>Asset market risk</p> <p>A decline in asset prices could negatively impact the earnings of Westpac's wealth management business and could also impact customers and counterparties and the value of security Westpac holds. This would impact Westpac's ability to recover amounts owing to it in the event of a customer or counterparty default. It may also affect Westpac's level of provisioning which in turn</p> |

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| | | <p>impacts profitability.</p> <p>Customer and counterparty default risk</p> <p>Credit risk is a significant risk and arises primarily from Westpac's lending activities. The risk arises from the possibility that some customers and counterparties will be unable to honour their obligations to Westpac.</p> <p>Competition risk</p> <p>Westpac competes in a highly competitive industry with other financial services firms. This includes specialist competitors that may not be subject to the same capital and regulatory requirements and therefore may be able to operate more efficiently.</p> |
| D.3 | Key Information on Securities: | <p>The following is a summary of the key risks relating to the Instruments:</p> <p>Change of law</p> <p>The Terms and Conditions of the Instruments are governed by the laws of England in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England or administrative practice after the date of this Base Prospectus.</p> <p>The secondary market generally</p> <p>Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Instruments would generally have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Instruments.</p> <p>Exchange rate risks and exchange controls</p> <p>The Issuer will pay principal and interest on the Instruments in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may change significantly (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on</p> |

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| | <p>the Instruments, (ii) the Investor's Currency-equivalent value of the principal payable on the Instruments and (iii) the Investor's Currency-equivalent market value of the Instruments.</p> <p><i>Issue specific summary:</i></p> <p>Instruments subject to redemption for tax reasons</p> <p>The Issuer may, subject to certain conditions, redeem outstanding affected Instruments where payments on those instruments have or will become subject to any additional amounts in respect of any withholding or deduction for tax.</p> <p>Instruments subject to optional redemption by the Issuer</p> <p>The Instruments may be redeemed at the Issuer's option in certain circumstances and accordingly the Issuer may choose to redeem the Instruments at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Instruments. An optional redemption feature of Instruments is likely to limit their market value. During any period when the Issuer may elect to redeem Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.</p> <p>Fixed/Floating Rate Instruments</p> <p>Fixed/Floating Rate Instruments may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market for, and the market value of, the Instruments since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Instruments may be less favourable than prevailing spreads on comparable floating rate instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on the Issuer's other Instruments. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its other Instruments.</p> <p>Instruments denominated in Renminbi are subject to additional risks</p> <p>The Renminbi is not freely convertible and there are significant restrictions on remittance of Renminbi into and outside the People's Republic of China which may adversely affect the liquidity of Instruments denominated in Renminbi. There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the CNY Instruments and the Issuer's ability to source Renminbi outside China to service the CNY Instruments. In addition, investment in the CNY Instruments is subject to exchange rate risks and is affected by changes in the PRC and</p> |
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| | | international political and economic conditions. |
| Section E – Offer: | | |
| E.2b | Reasons for Offer and Use of Proceeds: | The net proceeds of the issue of the Instruments will be used by the Issuer for [general funding purposes/{•}]. |
| E.3 | A Description of the Terms and Conditions of the Offer: | <p>[Not Applicable]/ [Issue Price][specify] [Offer price]</p> <p>[Conditions to which offer is subject] [Not Applicable/{•}]</p> <p>[Total amount of the offer and, if the amount is not fixed, description of the arrangement and time for announcing to the public the definitive amount of the offer] [Not Applicable/{•}]</p> <p>[Description of the application] [Not Applicable/{•}]</p> <p>[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants] [Not Applicable/{•}]</p> <hr/> <p>[Details of the minimum and/or maximum amount of application] [Not Applicable/{•}]</p> <p>[Details of the method and time limits for paying up and delivering the Instruments] [Not Applicable/{•}]</p> <p>[Manner in and date on which results of the offer are to be made public] [Not Applicable/{•}]</p> <hr/> <p>[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised] [Not Applicable/{•}]</p> <hr/> <p>[Whether tranches have been reserved for certain countries] [Not Applicable/{•}]</p> <p>[Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made] [Not Applicable/{•}]</p> <p>[Amount of any expenses and taxes specifically charged to the subscriber or purchaser] [Not Applicable/{•}]</p> |

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| | | [Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place] [Not Applicable/[•]] |
| E.4 | A Description of any Interest that is Material to the Issue/Offer, including Conflicting Interests: | <p><i>[Issue specific summary:</i></p> <p>[Save for [•],]/[Not Applicable:] so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer, including conflicting interests.]</p> |
| E.7 | Expenses Charged to the Investor by the Issuer or the Offeror: | <p><i>[Issue specific summary:</i></p> <p>[No expenses will be charged by the Issuer to investors in the Instruments.]</p> <p>[The Issuer/Offeror [is expected to/will] charge the investor in the Instruments the following expenses: [•]] [Commissions: [•]]</p> <p>[Management expenses: [•]]</p> <p>[In respect of any Public Offer of Instruments made by an authorised Offeror, it is estimated that the amount of expenses that may be charged to an investor by any such authorised Offeror in connection with such Public Offer is between [•] per cent. and [•] per cent. of the principal amount of the Instruments purchased by that investor.]</p> |

RISK FACTORS

Westpac believes that the following material factors may adversely affect its ability to fulfil its obligations under Instruments issued under the Programme. These factors are contingencies that may or may not occur and Westpac is not in a position to express a view on the likelihood of any such contingency occurring. In addition, the inability of Westpac to pay interest, principal or other amounts on or in connection with any Instruments may occur for other reasons.

Prospective investors should consult their own financial and legal advisers about risks associated with an investment in such Instruments and the suitability of investing in such Instruments in light of their particular circumstances.

Factors which could be material for the purpose of assessing the market risks associated with Instruments issued under the Programme are described below.

Prospective investors should note that the risks relating to Westpac, its industry and the Instruments summarised in the section of this document headed "Summary" are the risks that Westpac believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Instruments. However, as the risks which Westpac faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document headed "Summary" but also, among other things, the risks and uncertainties described below.

Words and expressions defined in the "Terms and Conditions of the Instruments" below or elsewhere in this Base Prospectus have the same meanings in this section, unless otherwise stated.

Risks relating to Westpac's business

Westpac's businesses are highly regulated and it could be adversely affected by failing to comply with existing laws and regulations or by changes in laws and regulations and regulatory policy

As a financial institution, Westpac is subject to detailed laws and regulations in each of the jurisdictions in which it operates or obtains funding, including Australia, New Zealand and the United States. Westpac is also supervised by a number of different regulatory and supervisory authorities which have broad administrative power over its businesses. In Australia, the relevant regulatory authorities include the Australian Prudential Regulation Authority ("**APRA**"), Reserve Bank of Australia ("**RBA**"), Australian Securities and Investments Commission ("**ASIC**"), Australian Securities Exchange ("**ASX**"), Australian Competition and Consumer Commission ("**ACCC**"), the Australian Transaction Reports and Analysis Centre ("**AUSTRAC**") and the Australian Taxation Office ("**ATO**"). The Reserve Bank of New Zealand ("**RBNZ**") and the Financial Markets Authority ("**FMA**") have supervisory oversight of Westpac's New Zealand operations. In the United States, Westpac is subject to supervision and regulation by the US Office of the Comptroller of the Currency ("**OCC**"), the Board of Governors of the Federal Reserve System and the U.S. Securities and Exchange Commission ("**SEC**"). In other jurisdictions in which Westpac operates, including the United Kingdom, Asia and various Pacific countries, Westpac is also required to comply with relevant requirements of the local regulatory bodies.

Westpac is responsible for ensuring that it complies with all applicable legal and regulatory requirements (including accounting standards) and industry codes of practice in the jurisdictions in which it operates or obtains funding, as well as meeting its ethical standards.

Compliance risk arises from these legal and regulatory requirements. If Westpac fails to comply it may be subject to fines, penalties or restrictions on its ability to do business. At a domestic level, an example of the broad administrative power available to regulatory authorities is the power available to APRA under the Banking Act 1959 in certain circumstances to investigate Westpac's affairs and/or issue a direction to it (such as a direction to comply with a prudential requirement, to conduct an audit, to remove a director, executive officer or employee or not to undertake transactions). In recent years, there have been significant increases in the quantum of fines issued by global regulators. Any such fines, costs and restrictions could adversely affect Westpac's business, reputation, prospects, financial performance or financial condition.

As with other financial services providers, Westpac faces increasing supervision and regulation in most of the jurisdictions in which it operates or obtains funding, particularly in the areas of funding, liquidity, capital adequacy, conduct, prudential regulation anti-bribery and corruption, anti-money laundering and counter-terrorism financing and trade sanctions. In December 2010 the Basel Committee on Banking Supervision (the "**BCBS**") announced a revised global regulatory framework known as Basel III. Basel III, among other things, increases the required quality and quantity of capital held by banks and introduces new standards for the management of liquidity risk. APRA has now incorporated much of the framework into its prudential standards.

During the year ended 30 September 2014 there were also a series of other regulatory releases from authorities in the various jurisdictions in which Westpac operates or obtains funding proposing significant regulatory change for financial institutions. This includes new accounting and reporting standards that have been finalised, global OTC derivatives reform and the US Dodd-Frank legislation including the Volcker Rule promulgated thereunder. The latter is designed to reform the entire system for the supervision and regulation of financial firms that operate in or have a connection with the U.S., including non-U.S. banks like Westpac. Other areas of proposed or potential change that could impact Westpac include changes to tax legislation, regulation relating to remuneration, consumer protection and competition legislation and bribery, privacy and data collection, anti-bribery and corruption, anti-money laundering and counter-terrorism financing laws and trade sanctions. In addition, further changes may occur driven by policy, prudential or political factors. The Australian Government has commissioned an inquiry into Australia's financial system (the "**Inquiry**") with broad terms of reference. While a preliminary report has been released, the final outcomes of this Inquiry are difficult to predict but may result in substantial regulatory changes, including additional capital requirements which could have a material impact on Westpac's business, prospects, financial performance or financial condition.

Regulation is becoming increasingly extensive and complex. Some areas of potential regulatory change involve multiple jurisdictions seeking to adopt a coordinated approach. This may result in conflicts with specific requirements of the jurisdictions in which Westpac operates and, in addition, such changes may be inconsistently introduced across jurisdictions.

Changes may also occur in the oversight approach of regulators. It is possible that governments in jurisdictions in which Westpac operates or obtains funding might revise their application of existing regulatory policies that apply to, or impact, Westpac's business, including for reasons relating to national interest and/or systemic stability.

Regulatory changes and the timing of their introduction continue to evolve and Westpac currently manages its businesses in the context of regulatory uncertainty. The nature and impact of future changes are not predictable and are beyond Westpac's control. Regulatory compliance and the management of regulatory change is an increasingly important part of Westpac's strategic planning. Westpac expects that it will be required to continue to invest significantly in compliance and the

management and implementation of regulatory change and, at the same time, significant management attention and resources will be required to update existing or implement new processes to comply with the new regulations.

Regulatory change may also impact Westpac's operations by requiring it to have increased levels of liquidity and higher levels of, and better quality, capital as well as place restrictions on the businesses Westpac conducts, require Westpac to amend its corporate structure or require Westpac to alter its product or service offerings. If regulatory change has any such effect, it could adversely affect one or more of Westpac's businesses, restrict Westpac's flexibility, require Westpac to incur substantial costs and impact the profitability of one or more of Westpac's business lines. Any such costs or restrictions could adversely affect Westpac's business, prospects, financial performance or financial condition.

Adverse credit and capital market conditions may significantly affect Westpac's ability to meet funding and liquidity needs and may increase its cost of funding

Westpac relies on credit and capital markets to fund its business and as a source of liquidity. Westpac's liquidity and costs of obtaining funding are related to credit and capital market conditions.

Global credit and capital markets can experience periods of extreme volatility, disruption and decreased liquidity as was demonstrated during the global financial crisis. While there have now been extended periods of stability in these markets, the environment has become more volatile and unpredictable. The main risks Westpac faces are damage to market confidence, changes to the access and cost of funding and a slowing in global activity or through other impacts on entities with whom it does business.

As of 30 September 2014, approximately 33 per cent. of Westpac's total funding originated from domestic and international wholesale markets; of this around 59 per cent. was sourced outside Australia and New Zealand.

A shift in investment preferences of businesses and consumers away from bank deposits toward other asset or investment classes could increase Westpac's need for funding from other, potentially less stable or more expensive forms of funding.

If market conditions deteriorate due to economic, financial, political or other reasons, Westpac's funding costs may be adversely affected and its liquidity and its funding and lending activities may be constrained.

If Westpac's current sources of funding prove to be insufficient, it may be forced to seek alternative financing. The availability of such alternative financing, and the terms on which it may be available, will depend on a variety of factors, including prevailing market conditions, the availability of credit, Westpac's credit ratings and credit market capacity. Even if available, the cost of these alternatives may be more expensive or on unfavourable terms, which could adversely affect Westpac's financial performance, liquidity, capital resources and financial condition. There is no assurance that Westpac will be able to obtain adequate funding and do so at acceptable prices, nor that it will be able to recover any additional costs.

If Westpac is unable to source appropriate funding, it may also be forced to reduce its lending or begin selling liquid securities. Such actions may adversely impact Westpac's business, prospects, liquidity, capital resources, financial performance or financial condition.

Westpac enters into collateralised derivative obligations, which may require it to post additional collateral based on movements in market rates, which have the potential to adversely affect Westpac's liquidity.

Sovereign risk may destabilise financial markets adversely

Sovereign risk, is the risk that foreign governments will default on their debt obligations or will be unable to refinance their debts as they fall due or will nationalise parts of their economy. Should one sovereign default, there could be a cascading effect to other markets and countries, the consequences of which, while difficult to predict, may be similar to or worse than those experienced during the global financial crisis. Such an event could destabilise global financial markets adversely affecting Westpac's liquidity, financial performance or financial condition.

Failure to maintain credit ratings could adversely affect Westpac's cost of funds, liquidity, competitive position and access to capital markets

Credit ratings are independent opinions on Westpac's creditworthiness. Westpac's credit ratings affect the cost and availability of its funding from capital markets and other funding sources and they may be important to customers or counterparties when evaluating Westpac's products and services. Therefore, maintaining high quality credit ratings is important.

The credit ratings assigned to Westpac by rating agencies are based on an evaluation of a number of factors, including Westpac's financial strength, structural considerations regarding the Australian financial system and the credit rating of the Australian Government. A credit rating downgrade could be driven by the occurrence of one or more of the other risks identified in this section or by other events including changes to the methodologies used by the rating agencies to determine ratings.

If Westpac fails to maintain its current credit ratings, this could adversely affect its cost of funds and related margins, collateral requirements, liquidity, competitive position and its access to capital markets. The extent and nature of these impacts would depend on various factors, including the extent of any ratings change, whether Westpac's ratings differ among agencies (split ratings) and whether any ratings changes also impact Westpac's peers or the sector.

A systemic shock in relation to the Australian, New Zealand or other financial systems could have adverse consequences for Westpac or its customers or counterparties that would be difficult to predict and respond to

There is a risk that a major systemic shock could occur that causes an adverse impact on the Australian, New Zealand or other financial systems.

As outlined above, during the past decade the financial services industry and capital markets have been, and may continue to be, adversely affected by continuing market volatility and the negative outlook for global economic conditions. A shock to one of the major global economies could again result in currency and interest rate fluctuations and operational disruptions that negatively impact the Westpac Group.

Any such market and economic disruptions could adversely affect financial institutions such as Westpac because consumer and business spending may decrease, unemployment may rise and demand for the products and services it provides may decline, thereby reducing Westpac's earnings. These conditions may also affect the ability of Westpac's borrowers to repay their loans or Westpac's counterparties to meet their obligations, causing Westpac to incur higher credit losses. These events

could also result in the undermining of confidence in the financial system, reducing liquidity impairing Westpac's access to funding and impairing Westpac's customers and counterparties and their businesses. If this were to occur, Westpac's business, prospects, financial performance or financial condition could be adversely affected.

The nature and consequences of any such event are difficult to predict and there can be no certainty that Westpac could respond effectively to any such event.

Declines in asset markets could adversely affect Westpac's operations or profitability

Declines in Australian, New Zealand or other asset markets, including equity, residential and commercial property and other asset markets, could adversely affect Westpac's operations and profitability.

Declining asset prices also impact Westpac's wealth management business. Earnings in Westpac's wealth management business are, in part, dependent on asset values because it typically receives fees based on the value of securities and/or assets held or managed. A decline in asset prices could negatively impact the earnings of this business.

Declining asset prices could also impact customers and counterparties and the value of security (including residential and commercial property) Westpac holds against loans and derivatives which may impact its ability to recover amounts owing to it if customers or counterparties were to default. It may also affect Westpac's level of provisioning which in turn impacts profitability.

Westpac's business is substantially dependent on the Australian and New Zealand economies

Westpac's revenues and earnings are dependent on economic activity and the level of financial services its customers require. In particular, lending is dependent on various factors including economic growth, business investment, business and consumer sentiment, levels of employment, interest rates and trade flows in the countries in which Westpac operates.

Westpac conducts the majority of its business in Australia and New Zealand and, consequently, its performance is influenced by the level and cyclical nature of lending in these countries. These factors are in turn impacted by both domestic and international economic conditions, natural disasters and political events. A significant decrease in Australian and New Zealand housing valuations could adversely impact Westpac's home lending activities because borrowers with loans in excess of their property value may show a higher propensity to default and in the event of defaults Westpac's security would be eroded. The demand for its home lending products may also decline due to buyer concerns about decreases in values.

Adverse changes to the economic and business conditions in Australia and New Zealand and other countries such as China, India and Japan could also adversely affect the Australian economy and Westpac's customers. In particular, due to the current relationship between Australia and China particularly in the mining and resources sectors, a slowdown in China's economic growth could negatively impact the Australian economy. Changes in economic conditions could in turn result in reduced demand for Westpac's products and services and affect the ability of its borrowers to repay their loans. If this were to occur, it could negatively impact Westpac's business, prospects, financial performance or financial condition.

An increase in defaults in credit exposures could adversely affect Westpac's liquidity, capital resources, financial performance or financial condition

Credit risk is a significant risk and arises primarily from Westpac's lending and derivatives activities. The risk arises from the possibility that some customers and counterparties will be unable to honour their obligations to Westpac, including the repayment of loans and interest.

Westpac establishes provisions for credit impairment based on current information. If economic conditions deteriorate, some customers and/or counterparties could experience higher levels of financial stress and Westpac may experience a significant increase in defaults and write-offs, and be required to increase its provisioning. Such events would diminish available capital and could adversely affect Westpac's liquidity, capital resources, financial performance or financial condition.

Credit risk also arises from certain derivative contracts Westpac enters into and from Westpac's dealings with, and holdings of, debt securities issued by other banks, financial institutions, companies, governments and government bodies the financial conditions of which may be affected to varying degrees by economic conditions in global financial markets. Emerging competitors are increasingly utilising new technologies and seek to disrupt existing business models including in relation to digital payment services.

Westpac faces intense competition in all aspects of its business

The financial services industry is highly competitive. Westpac competes, both domestically and internationally, with retail and commercial banks, asset managers, investment banking firms, brokerage firms, other financial service firms and businesses in other industries with emerging financial services aspirations. This includes specialist competitors that may not be subject to the same capital and regulatory requirements and therefore may be able to operate more efficiently. Emerging competitors are increasingly utilising new technologies and seek to disrupt existing business models including in relation to digital payment services.

If Westpac is unable to compete effectively in its various businesses and markets, its market share may decline. Increased competition may also adversely affect Westpac by diverting business to its competitors or creating pressure to lower margins.

Increased competition for deposits could also increase Westpac's cost of funding and lead it to access other types of funding. Westpac relies on bank deposits to fund a significant portion of its balance sheet and deposits have been a relatively stable source of funding. Westpac competes with banks and other financial services firms for such deposits. To the extent that Westpac is not able to successfully compete for deposits, it would be forced to rely more heavily on other potentially less stable or more expensive forms of funding, or reduce lending.

Westpac is also dependent on its ability to offer products and services that match evolving customer preferences. If Westpac is not successful in developing or introducing new products and services or responding or adapting to changes in customer preferences and habits, Westpac may lose customers to its competitors. This could adversely affect Westpac's business, prospects, financial performance or financial condition.

Westpac could suffer losses due to market volatility

Westpac is exposed to market risk as a consequence of its trading activities in financial markets and through the asset and liability management of its financial position. In Westpac's financial markets

trading business, Westpac is exposed to losses arising from adverse movements in levels and volatility of interest rates, foreign exchange rates, commodity prices, credit prices and equity prices. If Westpac were to suffer substantial losses due to any market volatility it may adversely affect its business, prospects, liquidity, capital resources, financial performance or financial condition.

Westpac could suffer losses due to operational risks

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. It also includes, among other things, technology risk, model risk and outsourcing risk. As a financial services organisation, Westpac is exposed to a variety of operational risks which can be heightened in periods of rapid organisational or customer preference changes.

Westpac is also highly dependent on the conduct of its employees, contractors and external service providers. Westpac could, for example, be adversely affected in the event of human error, inadequate or failed processes or if an employee, contractor or external service provider engages in fraudulent conduct. Westpac could incur losses from incorrect or fraudulent payments and settlements, particularly real time payments. Westpac could also incur losses from an unintentional or negligent failure to meet a professional obligation to specific clients, including fiduciary and suitability requirements or from the nature or design of a product. These may include client, product and business practice risks such as product defects and unsuitability, market manipulation, insider trading, misleading or deceptive conduct and inadequate or defective financial advice. While Westpac has policies and processes to manage the risk of human error and employee, contractor or external service provider misconduct, these policies and processes may not always be effective.

Fraudulent conduct can also emerge from external parties seeking to access Westpac's systems and customers' accounts. If systems, procedures and protocols for managing fraud fail, or are ineffective, they could lead to losses which could adversely affect Westpac's business, prospects, reputation, financial performance or financial condition.

Entities within the Westpac Group may be involved from time to time in legal proceedings arising from the conduct of their business. The Group's material contingent liabilities are described in Note 37 to the financial statements in respect of the year ended 30 September 2014. There is a risk that these contingent liabilities may be larger than anticipated or that additional litigation or other contingent liabilities may arise.

As a financial services organisation, Westpac is heavily reliant on the use of data and models in the conduct of its business. Westpac is therefore exposed to model risk, being the risk of loss arising because of errors or inadequacies in data or a model or in the control and use of the model.

Westpac relies on a number of suppliers, both in Australia and overseas, to provide services to it and its customers. Failure by these suppliers to deliver services as required could disrupt services and adversely impact Westpac's operations, profitability or reputation.

Operational risks could impact on Westpac's operations or adversely affect demand for its products and services. Operational risks can directly impact Westpac's reputation and result in financial losses which would adversely affect its financial performance or financial condition.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Issuer will be unable to comply with its obligations as a company with securities admitted to the Official List or as a supervised firm regulated by the Financial Conduct Authority.

Westpac could suffer information security risks including cyberattacks

The proliferation of new technologies, the increasing use of the internet and telecommunications to conduct financial transactions and the growing sophistication and activities of organised crime have resulted in increased information security risks for major financial institutions such as Westpac and its external service providers.

While Westpac has systems in place to detect and respond to cyberattacks, there can be no assurance that Westpac will not suffer losses from cyberattacks or other information security breaches in the future.

Westpac's operations rely on the secure processing, storage and transmission of information on its computer systems and networks, and the systems and networks of external suppliers. Although Westpac implements significant measures to protect the security, integrity and confidentiality of its information, there is a risk that the computer systems, software and networks on which Westpac relies may be subject to security breaches, unauthorised access, malicious software, external attacks or internal breaches that could have an adverse impact on Westpac's confidential information or that of its customers and counterparties.

Major banks in other jurisdictions have recently suffered security breaches from sophisticated cyberattacks. Westpac's external service providers or other parties that facilitate its business activities (eg vendors, exchanges, clearing houses, central depositories and financial intermediaries) are also subject to the risk of cyberattacks. Any such security breach could result in the loss of customers and business opportunities, significant disruption to Westpac's operations, misappropriation of Westpac's confidential information and/or that of its customers and damage to Westpac's computers or systems and/or those of its customers. Such a security breach could also result in reputational damage, claims for compensation and regulatory investigations and penalties, which could adversely affect Westpac's business, prospects, financial performance, or financial condition.

Westpac's risk and exposure to such threats remains heightened because of the evolving nature of technology, Westpac's prominence within the financial services industry and its plans to continue to improve and expand its internet and mobile banking infrastructure.

Westpac continues to seek to strengthen and enhance its cybersecurity systems and investigate or remediate any information security vulnerabilities, investing additional resources as required to counter new and emerging threats as they continue to evolve.

Westpac could suffer losses due to technology failures

The reliability and security of Westpac's information and technology infrastructure are crucial in maintaining its banking applications and processes. There is a risk that Westpac's information and technology systems might fail to operate properly or become disabled as a result of events that are wholly or partially beyond its control.

Further, Westpac's ability to develop and deliver products and services to customers is dependent upon technology that requires periodic renewal. Westpac is constantly managing technology projects including projects to consolidate technology platforms, simplify and enhance its technology and operations environment, improve productivity and provide for a better customer experience. Failure to implement these projects or manage associated change effectively could result in cost overruns, a failure to achieve anticipated productivity, operational instability or reputational damages. In turn, this

could place Westpac at a competitive disadvantage and may adversely affect its financial performance.

Westpac could suffer losses due to failures in risk management strategies

Westpac has implemented risk management strategies and internal controls involving processes and procedures intended to identify, monitor and manage the risks to which it is subject, including liquidity risk, credit risk, market risk (such as interest rate and foreign exchange and equity risk), compliance risk, conduct risk and operational risk, all of which may impact Westpac Group's reputation.

However, there are inherent limitations with any risk management framework as there may exist, or emerge in the future, risks that Westpac has not anticipated or identified.

If any of Westpac's management processes and procedures prove ineffective or inadequate or are otherwise not appropriately implemented, Westpac could suffer unexpected losses and reputational damage which could adversely affect its business, prospects, financial performance or financial condition.

Westpac could suffer losses due to insurance risk

Westpac has exposure to insurance risk in both its life insurance and general insurance businesses, which may adversely affect its business, operations and financial condition.

Insurance risk is the risk of loss due to increases in policy benefits paid to customers arising from variations in the incidence or severity of insured events.

In the life insurance business, insurance risk arises primarily through mortality (death) and morbidity (illness and injury) risks being greater than expected.

In the general insurance business, insurance risk arises mainly through environmental factors (including floods and bushfires) and other calamities, such as earthquakes, tsunamis and volcanic activity, as well as general variability in home, contents, motor, travel and other insurance claim amounts.

Westpac could suffer losses due to environmental factors

Westpac and its customers operate businesses and hold assets in a diverse range of geographic locations. Any significant environmental change or external event (including fire, storm, flood, earthquake or pandemic) in any of these locations has the potential to disrupt business activities, impact on Westpac's operations, damage property and otherwise affect the value of assets held in the affected locations and Westpac's ability to recover amounts owing to it. In addition, such an event could have an adverse impact on economic activity, consumer and investor confidence, or the levels of volatility in financial markets.

The risk of loss due to environmental factors is also relevant to Westpac's insurance business. The frequency and severity of external events such as natural disasters is difficult to predict and it is possible that the amounts Westpac reserves for such events may not be adequate to cover actual claims that may arise, which could adversely affect Westpac's business, prospects, financial performance or financial condition.

Reputational damage could harm Westpac's business and prospects

Westpac's ability to attract and retain customers and its prospects could be adversely affected if Westpac's reputation is damaged.

Reputation risk arises where there are differences between stakeholders' current and emerging, perceptions, beliefs and expectations and its current and planned activities, performance and behaviours.

There are various potential sources of reputational damage including failure to effectively manage risks in accordance with Westpac's risk management framework, potential conflicts of interest, pricing policies, failure to comply with legal and regulatory requirements, making inaccurate public statements, environmental, social and ethical issues, engagements and conduct of external suppliers, failure to comply with anti-money laundering and anti-bribery and corruption laws, trade sanctions and counter-terrorism finance legislation or privacy laws, litigation, failure of information security systems, improper sales and trading practices, failure to comply with personnel and supplier policies, improper conduct of companies in which Westpac holds strategic investments, technology failures and security breaches. Westpac's reputation could also be adversely affected by the actions of the financial services industry in general or from the actions of customers, suppliers and other counterparties.

Failure to appropriately address issues that could or do give rise to reputational risk could also impact the regulatory change agenda, give rise to additional legal risk, subject Westpac to regulatory enforcement actions, fines and penalties, or remediation costs, or harm Westpac's reputation among customers, investors and the marketplace. This could lead to loss of business which could adversely affect Westpac's business, prospects, financial performance or financial condition.

Westpac could suffer losses due to impairment to capitalised software, goodwill and other intangible assets that may adversely affect its business, operations and financial condition

In certain circumstances Westpac may be exposed to a reduction in the value of intangible assets. As at 30 September 2014, Westpac carried goodwill principally related to its investments in Australia, other intangible assets principally relating to assets recognised on acquisition of subsidiaries and capitalised software balances.

Westpac is required to assess the recoverability of the goodwill balances on at least an annual basis. For this purpose Westpac uses either a discounted cash flow or a multiple of earnings calculation. Changes in the assumptions upon which the calculation is based, together with expected changes in future cash flows, could materially impact this assessment, resulting in the potential write-off of part or all of the goodwill balances.

Capitalised software and other intangible assets are assessed for indicators of impairment at least annually or on indication of impairment. In the event that an asset is no longer in use, or that the cash flows generated by the asset do not support the carrying value, an impairment will be recorded, adversely impacting the Group's financial condition.

Westpac could suffer losses if it fails to syndicate or sell down underwritten securities

As a financial intermediary Westpac underwrites listed and unlisted debt and equity securities. Underwriting activities include the development of solutions for corporate and institutional customers who need capital and investor customers who have an appetite for certain investment products.

Westpac may guarantee the pricing and placement of these facilities. Westpac could suffer losses if it fails to syndicate or sell down its risk to other market participants. This risk is more pronounced in times of heightened market volatility.

Certain strategic decisions may have adverse effects on Westpac's business

Westpac, at times, evaluates and may undertake strategic decisions which may include business expansion including acquisitions of businesses. The expansion, or integration of a new business, can be complex and costly and may require Westpac to comply with additional local or foreign regulatory requirements which may carry additional risks. These decisions may, for a variety of reasons, not deliver the anticipated positive business results and could have a negative impact on Westpac's business, prospects, engagement with regulators, financial performance or financial condition.

Risks related to the market generally

The secondary market generally

Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Instruments would generally have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Instruments.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Instruments in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "***Investor's Currency***") other than the Specified Currency. These include the risk that exchange rates may change significantly (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Instruments, (ii) the Investor's Currency-equivalent value of the principal payable on the Instruments and (iii) the Investor's Currency-equivalent market value of the Instruments.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Credit or corporate ratings may not reflect all risks

One or more independent rating agencies may assign ratings to the Instruments and/or the Issuer. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, and other factors that may affect the value of the Instruments or the standing of the Issuer. A credit rating and/or a corporate rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Risks related to Instruments generally

Instruments subject to redemption for tax reasons

The Issuer may, subject to certain conditions and in accordance with the Terms and Conditions of the Instruments, redeem outstanding affected Instruments if the Issuer has or will become obliged to pay:

- (a) additional amounts under the Instruments in respect of any withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or on behalf of Australia and/or of the jurisdiction, country or territory in which the branch through which the Issuer is acting is located or any authority thereof or therein having power to tax, as a result of any change in, or amendment to, the laws or regulations or rulings (or any change in the application or official interpretation thereof) of Australia or of the jurisdiction, country or territory in which the branch through which the Issuer is acting is located or any political subdivision or any authority thereof or therein having power to tax, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (b) additional amounts in respect of New Zealand non-resident withholding tax which may be, or which may become, applicable to the Instruments issued by the Issuer acting through its New Zealand branch and either:
 - (i) such obligation cannot be avoided by the Issuer paying New Zealand approved issuer levy at a rate not exceeding the rate applying on the date of issue of the first Tranche of the Instruments or taking any other reasonable measures available to it (but not including the payment of additional approved issuer levy); or
 - (ii) in order to avoid any New Zealand non-resident withholding tax, the Issuer becomes obliged, as a result of any change in, or amendment to, the laws, regulations or rulings of New Zealand or any political subdivision thereof or any authority or agency therein or thereof having power to tax or any change in the application or in the interpretation or administration of any such laws, regulations or rulings, to pay approved issuer levy at a rate exceeding the rate applying on the date of issue of the first Tranche of the Instruments or incurs any other cost in excess of that applicable under New Zealand law on the date of issue of the first Tranche of the Instruments.

U.S. Foreign Account Tax Compliance Act (“FATCA”)

Legislation incorporating provisions referred to as FATCA, was passed in the United States on 18 March 2010. This description is based on guidance issued to date by the U.S. Department of Treasury, including final regulations. Future guidance may affect the application of FATCA to the Instruments.

It is possible that, in order to comply with FATCA, the Issuer (or if the Instruments are held through another financial institution, such other financial institution) may be required, (pursuant to an agreement entered into with the United States or under applicable law (including pursuant to the terms of any applicable intergovernmental agreement entered into between the United States and any other jurisdiction)) (i) to request certain information from Holders or beneficial owners of Instruments, which information may be provided to the U.S. Internal Revenue Service (“**IRS**”), and (ii) to withhold U.S. tax on some portion of payments made after 31 December 2016 with respect to the

Instruments if such information is not provided or if payments are made to certain foreign financial institutions that have not entered into a similar agreement with the United States (and are not otherwise required to comply with the FATCA regime under applicable law (including pursuant to the terms of any applicable intergovernmental agreement entered into between the United States and any other jurisdiction)).

If the Issuer or any other person is required to withhold or deduct amounts arising under or in connection with FATCA from any payments made with respect to the Instruments, the Holders and beneficial owners of the Instruments will not be entitled to receive any gross up or other additional amounts under Condition 8 (*Taxation*) of the Instruments, or otherwise, on account of any such withholding or deduction. FATCA is complex and its application to the Instruments remains uncertain. Prospective investors are advised to consult their own tax advisors as to the application of FATCA to the Instruments.

Modification and waiver

The Terms and Conditions of the Instruments contain provisions for convening meetings of Holders of Instruments (or Holders passing written resolutions) to consider any matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

Change of law

The Terms and Conditions of the Instruments are governed by the laws of England which shall be in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England or administrative practice after the date of this Base Prospectus.

Risks related to the structure of a particular issue of Instruments

A wide range of Instruments may be issued under the Programme. A number of these Instruments may have features which contain particular risks for potential investors. Set out below is a description of the most common of such features:

Instruments subject to optional redemption by the Issuer

Where the Final Terms specify Redemption at the option of the Issuer (Call) as being applicable, the Instruments may be redeemed at the Issuer's option in certain circumstances and accordingly the Issuer may choose to redeem the Instruments at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Instruments.

An optional redemption feature of Instruments is likely to limit their market value. During any period when the Issuer may elect to redeem Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

Dual Currency Instruments

The Issuer may issue Instruments with interest determined by movements in currency exchange rates (the “**Relevant Factor**”). In addition, the Issuer may issue Instruments with interest payable in one or more currencies which may be different from the currency in which the Instruments are denominated.

Investors should be aware that:

- (i) the market price of such Instruments may be very volatile;
- (ii) they may receive no interest;
- (iii) payment of interest may occur at a different time or in a different currency from what was expected;
- (iv) the Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices;
- (v) if the Relevant Factor is applied to Instruments in conjunction with a multiplier greater than one or that contains some other leverage factor, the effect of changes in the Relevant Factor on interest payable is likely to be magnified; and
- (vi) the timing of changes in the Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Partly paid Instruments

The Issuer may issue Instruments where the subscription money is payable in more than one instalment. Failure to pay any subsequent instalment will entitle the Issuer to forfeit the Instruments with effect from the date previously notified to the investor by the Issuer and could result in an investor losing all of its investment.

Fixed/Floating Rate Instruments

Fixed/Floating Rate Instruments may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer’s ability to convert the interest rate will affect the secondary market and the market value of the Instruments since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Instruments may be less favourable than prevailing spreads on comparable Floating Rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its other Instruments.

Ranking of the Instruments

The Instruments will rank at least *pari passu* with all unsecured and unsubordinated obligations of the Issuer (save for certain mandatory exceptions provided by law, including, but not limited to, the exceptions set out in the *Banking Act 1959 of Australia*).

The *Banking Act 1959 of Australia* gives priority over the Issuer's Australian assets to certain obligations of the Issuer to APRA arising under *Division 2AA of Part II of the Banking Act 1959*, to protected account holders, to the Reserve Bank of Australia and to counterparties of certain bank industry support contracts. Accordingly, other unsecured creditors will rank after APRA, protected account holders, the Reserve Bank of Australia and certain industry support contract counterparties in relation to claims against the Issuer's Australian assets.

Denominations

In relation to any issue of Instruments which have a denomination consisting of the minimum denomination plus a higher integral multiple of another smaller amount, it is possible that the Instruments may be traded in amounts in excess of the minimum denomination that are not integral multiples of the minimum denomination. In such a case a Holder who, as a result of trading such amounts, holds a principal amount of less than the minimum denomination may not receive a Definitive Instrument in respect of such holding (should Definitive Instruments be printed) and would need to purchase an additional principal amount of Instruments such that its holding amounts to the minimum denomination.

If Definitive Instruments are issued, Holders should be aware that Definitive Instruments which have a denomination that is not an integral multiple of the minimum denomination might be illiquid and difficult to trade.

Risks related to CNY Instruments

The Renminbi is not freely convertible and there are significant restrictions on remittance of Renminbi into and outside the People's Republic of China (the "PRC")

The Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between the Renminbi and foreign currencies, including the Hong Kong dollar, despite the significant reduction over the years by the PRC government of control over trade transactions involving import and export of goods and services as well as other routine foreign exchange transactions under current accounts. Participating banks in Hong Kong have been permitted to engage in the settlement of Renminbi trade transactions under a pilot scheme introduced in July 2009. This represents a current account activity. The pilot scheme was extended in June 2010 to cover 20 provinces and cities in the PRC and to make Renminbi trade and other current account item settlement available in all countries worldwide. The pilot scheme was further extended in August 2011 to cover all provinces in the PRC.

On 25 February 2011, the Ministry of Commerce of the PRC ("**MOFCOM**") promulgated the Circular on Issues concerning Foreign Investment Management (the "**MOFCOM Circular**"). The MOFCOM Circular states that if a foreign investor intends to make investments in the PRC (whether by way of establishing a new enterprise, increasing the registered capital of an existing enterprise, acquiring an onshore enterprise or providing loan facilities) with Renminbi that it has generated from cross-border trade settlement or that is lawfully obtained by it outside the PRC, MOFCOM's prior written consent is required. In April 2011, the State Administration of Foreign Exchange ("**SAFE**") promulgated the Circular on Issues Concerning the Capital Account Items in connection with Cross-Border Renminbi (the "**SAFE Circular**"), which provides that borrowing by an onshore entity of Renminbi loans from an offshore entity shall in principle follow the current regulations on borrowing foreign debts. On 3 June 2011, the People's Bank of China (the "**PBOC**") issued the Notice on Clarification of Issues regarding Cross-border Renminbi Activities (the "**PBOC Notice**"), which provides that the pilot programme of foreign direct investment in Renminbi will be launched on a case by case basis, and approval by the

PBOC is required for foreign direct investment in Renminbi. For industries under restrictions or strictly regulated by the PRC government, foreign direct investment in Renminbi is prohibited.

On 13 October 2011, PBOC issued the Measures on Administration of the Renminbi Settlement in relation to Foreign Direct Investment (the “**PBOC Renminbi FDI Measures**”), to implement PBOC’s detailed Renminbi foreign direct investments (“**Renminbi FDI**”) administration system, which covers almost all aspects of Renminbi FDI, including capital injection, payment of purchase price in the acquisition of PRC domestic enterprises, repatriation of dividends and distribution, as well as Renminbi denominated cross-border loans. Under the PBOC Renminbi FDI Measures, special approval for Renminbi FDI and shareholder loans from the PBOC which was previously required by the PBOC Notice is no longer necessary. In some cases, however, post-event filing with PBOC is still necessary.

On 5 July 2013, PBOC promulgated the Notice on Simplifying the Procedures of Cross-border Renminbi Business and Improving Relevant Policies (the “**PBOC 2013 Notice**”), which simplifies the operating procedures on current account cross-border Renminbi settlement and sets out policies with respect to issuance of offshore Renminbi bonds by onshore non-financial institutions. The intention behind the PBOC 2013 Notice is to improve the efficiency of cross-border Renminbi settlement and facilitate the use of cross-border Renminbi settlement by banks and enterprises.

On 3 December 2013, MOFCOM promulgated the Circular on Issues in relation to Cross-border Renminbi Foreign Direct Investment (“**MOFCOM Renminbi FDI Circular**”), which became effective on 1 January 2014, to further facilitate Renminbi FDI by simplifying and streamlining the applicable regulatory framework. The MOFCOM Renminbi FDI Circular provides that if a foreign investor intends to make Renminbi FDI in the PRC with Renminbi that it has generated from legal activities, including setting up new enterprises, increase of capital contribution, acquisition of domestic enterprises, such Renminbi FDI shall be approved by competent authorities in accordance with relevant regulations on foreign investment. However, pursuant to the MOFCOM Renminbi FDI Circular, the appropriate office of MOFCOM and/or its local counterparts will grant written approval for each Renminbi FDI and specify “Renminbi Foreign Direct Investment” and the amount of capital contribution in the approval. Unlike previous MOFCOM regulations on Renminbi FDI, the MOFCOM Renminbi FDI Circular removes the approval requirement for foreign investors who intend to change the currency of its existing capital contribution from a foreign currency to Renminbi. In addition, the MOFCOM Renminbi FDI Circular also clearly prohibits the Renminbi FDI funds from being used for any investment in securities and financial derivatives (except for investment in the PRC listed companies as strategic investors) or for entrustment loans in the PRC.

As new regulations, the MOFCOM Circular, the SAFE Circular, the PBOC 2013 Notice, the MOFCOM Renminbi FDI Circular and the PBOC Renminbi FDI Measures will be subject to interpretation and application by the relevant PRC authorities.

Subject to the prior receipt of all necessary governmental approvals, the Issuer may remit the net proceeds from the offering of the CNY Instruments into the PRC. There is no assurance that such approvals will be granted and, if granted, will not be revoked or amended in the future. There is no assurance that the PRC government will continue to gradually liberalise the control over cross-border Renminbi remittances in the future or that new PRC regulations will not be promulgated in the future which would have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. The Issuer may need to source Renminbi offshore to finance its obligations under the CNY Instruments, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC. Further, since the remittance of Renminbi by way of investment or loans are now categorised

as capital account items, such remittances will need to be made subject to the specific requirements or restrictions set out in the relevant SAFE, MOFCOM and PBOC rules.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the CNY Instruments and the Issuer's ability to source Renminbi outside China to service the CNY Instruments

As a result of the restrictions imposed by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. Since February 2004, in accordance with arrangements between the PRC central government and the Hong Kong government, licensed banks in Hong Kong may offer limited Renminbi-denominated banking services to Hong Kong residents and specified business customers. PBOC, the central bank of the PRC, has also established a Renminbi clearing and settlement system for participating banks in Hong Kong. On 19 July 2010, further amendments were made to the Settlement Agreement on the Clearing of Renminbi Business (the "**Settlement Agreement**") between the PBOC and Bank of China (Hong Kong) Limited (the "**Renminbi Clearing Bank**") to further expand the scope of Renminbi business for participating banks in Hong Kong. Pursuant to the revised arrangements, all corporations are allowed to open Renminbi accounts in Hong Kong; there is no longer any limit (other than as provided in the following paragraph) on the ability of corporations to convert Renminbi; and there is no longer any restriction on the transfer of Renminbi funds between different accounts in Hong Kong.

However, the current size of Renminbi-denominated financial assets outside China is limited. According to statistics published by the Hong Kong Monetary Authority ("**HKMA**"), as of 31 August 2014, the total amount of Renminbi deposits held by institutions authorised to engage in Renminbi banking business in Hong Kong amounted to approximately CNY936.8 billion (this information has been accurately reproduced from information published by the HKMA and, as far as the Issuer is aware and is able to ascertain from information published by the HKMA, no facts have been omitted which would render the reproduced information inaccurate or misleading). In addition, although participating banks are no longer required by the HKMA to maintain a Renminbi liquidity ratio of no less than 25 per cent. of their Renminbi deposits they are still required to account for Renminbi together with other currencies on the same basis as the statutory liquidity ratio, which further limits the availability of Renminbi that participating banks can utilise for conversion services for their customers. Renminbi business participating banks do not have direct Renminbi liquidity support from PBOC. The Renminbi Clearing Bank will only have access to onshore liquidity support from PBOC to square open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporates in relation to cross-border trade settlement and for personal customers of up to CNY20,000 per person per day. The Renminbi Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source Renminbi from the offshore market to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreement will not be terminated or amended in the future, which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the CNY Instruments. To the extent that the Issuer is required to source Renminbi in the offshore market to service the CNY Instruments, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If the Renminbi is not available in certain circumstances as described under "Terms and Conditions – Payments Inconvertibility, Non-

transferability or illiquidity”, the Issuer can make payments under the CNY Instruments in a currency other than Renminbi.

Investment in the CNY Instruments is subject to exchange rate risks

The value of the Renminbi against the U.S. dollar, the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. Governments and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable interest rate. Subject to the Terms and Conditions of the CNY Instruments, and, in particular, the Issuer’s right to make payments in certain circumstances in other currencies, the Issuer will make all payments of interest and principal with respect to the CNY Instruments in Renminbi. As a result, the value of these Renminbi payments in foreign currency may vary with the prevailing exchange rates in the marketplace. For example, when an investor buys CNY Instruments, such investor may need to convert foreign currency to Renminbi at the exchange rate available at that time. If the value of Renminbi depreciates against the relevant foreign currency between then and the time that the Issuer pays back the principal of the CNY Instruments in Renminbi at maturity, the value of the investment in the relevant foreign currency will have declined.

Payments in respect of the CNY Instruments will only be made to investors in the manner specified in the CNY Instruments

All payments to investors in respect of the CNY Instruments will be made solely by (i) when the CNY Instruments are represented by a Temporary Global Instrument or a Permanent Global Instrument, transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and procedures of Euroclear, Clearstream, Luxembourg or CMU as applicable, or (ii) when the CNY Instruments are in definitive form, transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations.

The Issuer cannot be required to make payment by any other means (including in any other currency (unless this is specified in the Final Terms of the CNY Instruments) or by transfer to a bank account in the PRC).

Risks in relation to PRC currency controls

Remittance of Renminbi into and outside the PRC

The Renminbi is not a freely convertible currency. The remittance of Renminbi into and outside the PRC is subject to controls imposed under PRC law.

Current Account Items

Under PRC foreign exchange control regulations, current account item payments include payments for imports and exports of goods and services, payments of income and current transfers into and outside the PRC.

Prior to July 2009, all current account items were required to be settled in foreign currencies. Since July 2009, the PRC has commenced a scheme pursuant to which Renminbi may be used for settlement of imports and exports of goods between approved pilot enterprises in five designated pilot cities in the PRC, being Shanghai, Guangzhou, Dongguan, Shenzhen and Zhuhai and enterprises in designated offshore jurisdictions including Hong Kong and Macau. On 17 June 2010,

the PRC government promulgated the Circular on Issues concerning the Expansion of the Scope of the Pilot Program of Renminbi Settlement of Cross-Border Trades (Yin Fa (2010) No. 186) (the "**Circular**"), pursuant to which (i) Renminbi settlement of imports and exports of goods and services and other current account items became permissible, (ii) the list of designated pilot districts was expanded to cover 20 provinces and cities including Beijing, Shanghai, Tianjin, Chongqing, Guangdong, Jiangsu, Zhejiang, Liaoning, Shandong and Sichuan, and (iii) the restriction on designated offshore jurisdictions was lifted. Accordingly, any enterprises in the designated pilot districts and offshore enterprises are entitled to use Renminbi to settle any current account items between them (except in the case of payments for exports of goods from the PRC, such Renminbi remittance may only be effected by approved pilot enterprises in designated pilot districts in the PRC). In particular, any foreign invested enterprises located in the designated pilot districts may remit all lawful dividends and distribution payments in Renminbi to its foreign investors outside the PRC. The pilot scheme was further extended in August 2011 to cover all provinces in the PRC and to make Renminbi trade and other current account settlement available in all countries worldwide.

As a new regulation, the Circular will be subject to interpretation and application by the relevant PRC authorities. Local authorities may adopt different practices in applying the Circular and impose conditions for settlement of current account items.

Capital Account Items

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to approval of the relevant PRC authorities.

Settlements for capital account items are generally required to be made in foreign currencies. For instance, foreign investors (including any Hong Kong investors) are generally required to make any capital contribution to foreign invested enterprises in a foreign currency in accordance with the terms set out in the relevant joint venture contracts and/or articles of association as approved by the relevant authorities. Foreign invested enterprises or any other relevant PRC parties are also generally required to make capital account item payments including proceeds from liquidation, transfer of shares, reduction of capital and principal repayment under foreign debt to foreign investors in a foreign currency. That said, the relevant PRC authorities may approve a foreign entity to make a capital contribution or shareholder's loan to a foreign invested enterprise with Renminbi lawfully obtained by it outside the PRC and for the foreign invested enterprise to service interest and principal repayment to its foreign investor outside the PRC in Renminbi on a trial basis. The foreign invested enterprise may also be required to complete registration and verification process with the relevant PRC authorities before such Renminbi remittances.

The MOFCOM Circular, the SAFE Circular, the PBOC 2013 Notice, the MOFCOM Renminbi FDI Circular and the PBOC Renminbi FDI Measures, which are relatively new regulations, have been promulgated to control the remittance of Renminbi for payment of transactions categorised as capital account items, and they will be subject to interpretation and application by the relevant PRC authorities.

Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules. Also, since the remittance of Renminbi by way of investment or loans are now categorised as capital account items, such remittances will need

to be made subject to the specific requirements or restrictions set out in the relevant SAFE, MOFCOM and PBOC rules.

DOCUMENTS INCORPORATED BY REFERENCE

The consolidated audited annual financial statements (including the directors' remuneration report, auditors' report thereon and the notes thereto) appearing on pages 55 to 79 (inclusive), pages 125 to 285 (inclusive) and pages 287 to 288 (inclusive) of the Issuer's 2014 Annual Report in respect of the year ended 30 September 2014 and the consolidated audited annual financial statements (including the directors' remuneration report, auditors' report thereon and the notes thereto) appearing on pages 56 to 74 (inclusive), pages 119 to 284 (inclusive) and pages 286 to 287 (inclusive) of the Issuer's 2013 Annual Report in respect of the year ended 30 September 2013, shall be deemed to be incorporated in, and to form part of, this Base Prospectus.

The "Terms and Conditions of the Instruments" section on pages 17 to 47 (inclusive) of the base prospectus dated 24 November 2005 with Westpac Banking Corporation and WestpacTrust Securities NZ Limited as issuers, the "Terms and Conditions of the Instruments" section on pages 17 to 47 (inclusive) of the base prospectus dated 24 November 2006 with Westpac Banking Corporation and WestpacTrust Securities NZ Limited as issuers, the "Terms and Conditions of the Instruments" section on pages 19 to 50 (inclusive) of the base prospectus dated 9 November 2007 with Westpac Banking Corporation and WestpacTrust Securities NZ Limited as issuers, the "Terms and Conditions of the Instruments" section on pages 19 to 50 (inclusive) of the base prospectus dated 7 November 2008 with Westpac Banking Corporation as issuer, the "Terms and Conditions of the Instruments" section on pages 21 to 53 (inclusive) of the base prospectus dated 16 November 2009 with Westpac Banking Corporation as issuer, the "Terms and Conditions of the Instruments" section on pages 18 to 50 (inclusive) of the base prospectus dated 17 November 2010 with Westpac Banking Corporation as issuer, the "Terms and Conditions" section on pages 20 to 53 (inclusive) of the base prospectus dated 16 November 2011 with Westpac Banking Corporation as issuer, the "Terms and Conditions of the Instruments" section on pages 34 to 70 (inclusive) of the base prospectus dated 16 November 2012 with Westpac Banking Corporation as issuer the "Terms and Conditions of the Instruments" section on pages 47 to 95 (inclusive) of the base prospectus dated 15 November 2013 with Westpac Banking Corporation as issuer shall be deemed to be incorporated in, and to form part of, this Base Prospectus.

Any information contained in a document incorporated by reference herein which is not incorporated in, and does not form part of, this Base Prospectus is either not relevant for investors or is contained elsewhere in this Base Prospectus. For the purposes of the Prospectus Directive as implemented in the United Kingdom, any information contained in documents incorporated by reference by documents which are themselves incorporated by reference in this Base Prospectus, shall not form part of this Base Prospectus.

The Issuer has undertaken, in connection with the listing of the Instruments on the London Stock Exchange's Regulated Market or on any other listing authority or stock exchange in a Member State, that upon becoming aware that there has been a significant change affecting any matter contained in this Base Prospectus or a significant new factor or matter has arisen, the inclusion of information in respect of which would have been required to be in this Base Prospectus if it had arisen before this Base Prospectus was issued, or if a material mistake or inaccuracy relating to the information in this Base Prospectus capable of affecting the assessment of the Instruments has arisen between the Programme Date and the time when trading of any Tranche of Instruments begins on a regulated market, the Issuer will publish a supplementary prospectus.

For as long as the Programme remains in effect or any Instruments are outstanding, copies of the documents incorporated by reference herein may be inspected during the normal business hours at the office of the Fiscal Agent and Principal Registrar (or the other office(s) of the Paying Agent(s) in the United Kingdom) specified on page 178 of this Base Prospectus and from the registered head

office of Westpac Banking Corporation. Copies of the documents incorporated by reference herein have also been made available at: <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

TERMS AND CONDITIONS OF THE INSTRUMENTS

The following are the Terms and Conditions of the Instruments which, as supplemented in relation to any Instruments by the relevant Final Terms, will be applicable to each Series of Instruments:

The senior debt instruments (the “**Instruments**”) are issued pursuant to and in accordance with an amended and restated issue and paying agency agreement (as amended, supplemented or replaced, the “**Issue and Paying Agency Agreement**”) dated 15 November 2013, as supplemented by way of a supplemental issue and paying agency agreement on 14 November 2014, and made between Westpac Banking Corporation (the “**Issuer**”), The Bank of New York Mellon in its capacities as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor to The Bank of New York Mellon in its capacity as such) and as principal registrar (the “**Principal Registrar**”, which expression shall include any successor to The Bank of New York Mellon in its capacity as such), The Bank of New York Mellon (Luxembourg) S.A. in its capacities as first alternative registrar and Luxembourg paying agent (the “**First Alternative Registrar**” and the “**Luxembourg Paying Agent**”, which expressions shall include any successor to The Bank of New York Mellon (Luxembourg) S.A. in its capacities as such), The Bank of New York Mellon, New York Branch in its capacity as second alternative registrar (the “**Second Alternative Registrar**”, which expression shall include any successor to The Bank of New York Mellon, New York Branch in its capacity as such), The Bank of New York Mellon, Hong Kong Branch in its capacities as Hong Kong paying agent and as lodging agent (the “**Hong Kong Paying Agent**” and the “**Lodging Agent**”, which expressions shall include any successors to The Bank of New York Mellon, Hong Kong Branch in its capacities as such) and the other paying agents named therein (together with the Hong Kong Paying Agent, the “**Paying Agents**”, which expression shall include the Fiscal Agent and any substitute or additional paying agents appointed in accordance with the Issue and Paying Agency Agreement).

The applicable Final Terms will specify whether the Issuer is acting in relation to the Instruments through its principal office or one of its branches.

The Instruments have the benefit of a deed of covenant (as amended, supplemented or replaced, the “**Deed of Covenant**”) dated 7 November 2008 executed by the Issuer in relation to the Instruments. Copies of the Issue and Paying Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the Specified Office of each of the Paying Agents, the Principal Registrar, the First Alternative Registrar and the Second Alternative Registrar. All persons from time to time entitled to the benefit of obligations under any Instruments shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement and the Deed of Covenant insofar as they relate to the relevant Instruments.

The Instruments are issued in series (each, a “**Series**”), and each Series may comprise one or more tranches (“**Tranches**” and each, a “**Tranche**”) of Instruments. Each Tranche will be the subject of the final terms (each, the “**Final Terms**”), a copy of which will be available for inspection during normal business hours at the Specified Office of the Fiscal Agent and/or, as the case may be, the Registrar (as defined in Condition 3.2). In the case of a Tranche of Instruments in relation to which application has not been made for listing and/or trading on or by any competent listing authority and/or stock exchange, copies of the Final Terms will only be available for inspection by a Holder (as defined in Condition 3.1 or Condition 3.2, as applicable) of or, as the case may be, a Relevant Account Holder (as defined in the Deed of Covenant) in respect of, such Instruments.

References in these Terms and Conditions to Instruments are to Instruments of the relevant Series

only and any references to Coupons (as defined in Condition 2.6) and Receipts (as defined in Condition 2.7) are to Coupons and Receipts relating to Instruments of the relevant Series.

References in these Terms and Conditions to the Final Terms are to the Final Terms prepared in relation to the Instruments of the relevant Tranche or Series and endorsed on or attached to such Instruments.

In respect of any Instruments, references herein to these Terms and Conditions are to these terms and conditions as supplemented by the Final Terms.

1. Interpretation

Definitions

1.1 In these Terms and Conditions, the following expressions have the following meanings:

“**Accrual Feature**” means the result of the fraction of which the numerator is the number of days in the relevant Interest Accrual Period on which interest will be deemed to have accrued by reference to the following formula:

“N” divided by “D” where:

“N” is the number of calendar days in the relevant Observation Period where the Applicable Swap Rate is within the thresholds specified in the Final Terms; and

“D” is the total number of calendar days in the relevant Observation Period.

“**Applicable Swap Rate**” means the USD-ISDA-Swap Rate or such other rate set out in the ISDA Definitions and specified in the relevant Final Terms.

“**USD-ISDA-Swap Rate**” is the rate determined in accordance with the ISDA Definitions, with the following modifications:

- (i) the Designated Maturity (as defined in the ISDA Definitions) is, in respect of each Interest Accrual Period, a period specified for such Interest Accrual Period in the relevant Final Terms; and
- (ii) the words “Reset Date” shall be replaced with the words “Calculation Date”, the words “on the day that is two U.S. Government Securities Business Days preceding that Reset Date” shall be replaced with “on that Calculation Date”, and the words “as the applicable Floating Rate Option” shall be replaced with “as defined in the ISDA Definitions”.

“**Calculation Date**” means for each calendar day in the relevant Observation Period, that calendar day, provided that, if that calendar day is not a New York and London Banking Day (as defined below), the relevant Calculation Date will be the immediately preceding New York and London Banking Day (as defined below).

“**Observation Period**” means the period specified as such in the relevant Final Terms.

“**New York and London Banking Day**” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York and London.

In the event that no quotations are available pursuant to USD-ISDA-Swap Rate with the relevant Designated Maturity, including the fall back option of “USD-CMS-Reference Banks” (as defined in the ISDA Definitions), or the Calculation Agent determines that no suitable Reference Bank (as defined in the ISDA Definitions) which is prepared to quote is available, then the Calculation Agent shall reasonably determine the applicable rate (or method for determining such rate) in its sole and absolute discretion, taking into consideration all available information that it in good faith deems appropriate;

“**Accrual Yield**” has the meaning given in the relevant Final Terms;

“**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**ADI**” means Authorised Deposit-taking Institution;

“**APRA**” means the Australian Prudential Regulation Authority;

“**Broken Amount**” has the meaning given in the relevant Final Terms;

“**Business Day**” means:

- (i) for the purposes of Condition 7A.5 (*Payments on business days*) only, a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; or
- (ii) in relation to any sum payable, either:
 - (a) where such sum is payable in a currency other than euro or Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the Principal Financial Centre which, if the relevant currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively, and any Additional Business Centre(s) specified in the relevant Final Terms; or
 - (b) where such sum is payable in euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the Principal Financial Centre, each (if any) Additional Business Centre(s) specified in the relevant Final Terms and a TARGET Settlement Day; or

- (c) where such sum is payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong;
- (iii) for all other purposes, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the Principal Financial Centre and any Additional Business Centre(s) specified in the relevant Final Terms;

“Business Day Convention”, in relation to any particular date, has the meaning given in the relevant Final Terms and, in this context, the following expressions shall have the following meanings:

- (i) **“Following Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **“Modified Following Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:
 - (a) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (b) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (c) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“**Calculation Agent**” means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Interest Rate(s) and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

“**Calculation Amount**” means (i) if there is only one Denomination, the Denomination of the relevant Instruments, and (ii) if there are several Denominations, the highest common factor of these Denominations. Note there must be a common factor in the case of two or more Denominations;

“**Coupon Sheet**” means, in respect of an Instrument, a coupon sheet relating to the Instrument;

“**Coupon Switch Option**” has the meaning given in the relevant Final Terms;

“**Coupon Switch Option Date**” has the meaning given in the relevant Final Terms;

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Terms and Conditions or the relevant Final Terms and:

- (i) if “Actual/Actual (ICMA)” is so specified, means:
 - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (ii) if “Actual/365” or “Actual/Actual (ISDA)” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if “Actual/365 (Fixed)” is so specified, means the actual number of days in the

Calculation Period divided by 365;

- (iv) if "Actual/360" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if "30/360" is so specified, means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

"Y¹" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y²" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M¹" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M²" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D¹" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D¹ will be 30; and

"D²" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D¹ is greater than 29, in which case D² will be 30;

- (vi) if "30E/360" or "Eurobond Basis" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

"Y¹" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y²" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M¹" is the calendar month, expressed as a number, in which the first day of the

Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D² will be 30;

- (vii) if “30E/360 (ISDA)” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D² will be 30.

“**Denomination**” has the meaning given in the relevant Final Terms;

“**Early Redemption Amount (Tax)**” means, in respect of any Instrument, its principal amount or such other amount as may be specified in the relevant Final Terms;

“**Extraordinary Resolution**” has the meaning given in the Issue and Paying Agency Agreement;

“**FATCA**” means sections 1471 to 1474 of the *United States Internal Revenue Code of 1986*, as amended (or any consolidation, amendment, re-enactment or replacement of those provisions and including any regulations or official interpretations issued, agreements (including, without limitation, intergovernmental agreements) entered into or non-US laws enacted with respect thereto);

“**Final Redemption Amount**” means, in respect of any Instrument, its principal amount or such other amount as may be specified in the relevant Final Terms;

“**Fixed Coupon Amount**” has the meaning given in the relevant Final Terms;

“**Interest Accrual Period**” means, in respect of an Interest Period, each successive period beginning on and including an Interest Period End Date and ending on but excluding the next succeeding Interest Period End Date during that Interest Period provided always that the first Interest Accrual Period shall commence on and include the Interest Commencement Date and the final Interest Accrual Period shall end on but exclude the date of redemption of the Instruments;

“**Interest Amount**” means, in relation to an Instrument and an Interest Period, the amount of interest payable per Calculation Amount in respect of that Instrument for that Interest Period;

“**Interest Commencement Date**” means the Issue Date of the Instruments or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“**Interest Determination Date**” has the meaning given in the relevant Final Terms;

“**Interest Payment Date**” means the date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

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

“**Interest Period**” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“**Interest Period End Date**” means the date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms, as the same may be adjusted in accordance with the relevant Business Day Convention or, if the Business Day Convention is the FRN Convention and an interval of a number of calendar

months is specified in the relevant Final Terms as the Interest Accrual Period, such dates as may occur in accordance with the FRN Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Period End Date) or the previous Interest Period End Date (in any other case) or, if none of the foregoing is specified in the relevant Final Terms, the date or each of the dates which correspond with the Interest Payment Date(s) in respect of the Instruments;

“Interest Rate” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Instruments specified in relevant Final Terms or calculated or determined in accordance with the provisions of these Terms and Conditions and/or the relevant Final Terms;

“ISDA Definitions” means the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Instruments of the relevant Series (as specified in the relevant Final Terms) and as published by the International Swaps and Derivatives Association, Inc.;

“Issue Date” has the meaning given in the relevant Final Terms;

“Liquidator” means the liquidator or other official responsible for the conduct and administration of a Winding-Up;

“local banking day” means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of presentation of the relevant Instrument or, as the case may be, Coupon;

“Margin” has the meaning given in the relevant Final Terms;

“Maturity Date” means the date specified as such in the provisions of the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms, as the same may be adjusted in accordance with the relevant Business Day Convention;

“Maximum Interest Rate” has the meaning given in the relevant Final Terms;

“Maximum Redemption Amount” has the meaning given in the relevant Final Terms;

“Minimum Interest Rate” has the meaning given in the relevant Final Terms;

“Minimum Redemption Amount” has the meaning given in the relevant Final Terms;

“NCDSURVEY10AM” means the reference rate produced by the Australian Financial Markets Association which may be used for ISDA purposes as may be specified in the relevant Final Terms;

“Optional Redemption Amount (Call)” means, in respect of any Instrument, its principal amount or such other amount as may be specified in the relevant Final Terms;

“**Optional Redemption Amount (Put)**” means, in respect of any Instrument, its principal amount or such other amount as may be specified in the relevant Final Terms;

“**Optional Redemption Date (Call)**” has the meaning given in the relevant Final Terms;

“**Optional Redemption Date (Put)**” has the meaning given in the relevant Final Terms;

“**Ordinary Resolution**” has the meaning given in the Issue and Paying Agency Agreement;

“**Person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“**Principal Financial Centre**” means, in relation to any currency, the principal financial centre for that currency provided, however, that in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

“**Put Option Notice**” means a notice which must be delivered to a Paying Agent by any Holder wanting to exercise a right to redeem an Instrument at the option of the Holder;

“**Put Option Receipt**” means a receipt issued by a Paying Agent to a depositing Holder upon deposit of an Instrument with such Paying Agent by any Holder wanting to exercise a right to redeem an Instrument at the option of the Holder;

“**Redemption Amount**” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or the final Instalment Amount;

“**Reference Banks**” has the meaning given in the relevant Final Terms or, if none is specified, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

“**Reference Price**” has the meaning given in the relevant Final Terms;

“**Reference Rate**” means either “USD LIBOR”, “GBP LIBOR”, “CAD LIBOR”, “EURIBOR”, “CHF LIBOR” “JPY LIBOR” “SIBOR” “HIBOR” or “NZD LIBOR”, in each case for the relevant period, as may be specified in the relevant Final Terms;

“**Regular Period**” means:

- (i) in the case of Instruments where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Instruments where, apart from the first Interest Period, interest is

scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “Regular Date” means the day and month (but not the year) on which any Interest Payment Date falls; and

- (iii) in the case of Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “Regular Date” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

“**Relevant Date**” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Holders;

“**Relevant Financial Centre**” has the meaning given in the relevant Final Terms;

“**Relevant Screen Page**” means the page, section or other part of a particular information service (including, without limitation, the Reuters Monitor Money Rates Service) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“**Relevant Time**” has the meaning given in the relevant Final Terms;

“**Security Interest**” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

“**Solvent Reconstruction**” means a scheme of amalgamation or reconstruction not involving a bankruptcy or insolvency, where the obligations of the Issuer in relation to the outstanding Instruments are assumed by the successor entity to which all, or substantially all, of the property, assets and undertaking of the Issuer are transferred or where an arrangement with similar effect not involving a bankruptcy or insolvency is implemented;

“**Specified Currency**” has the meaning given in the relevant Final Terms;

“**Specified Office**” has the meaning given in the Issue and Paying Agency Agreement;

“**Specified Period**” has the meaning given in the relevant Final Terms;

“**Subsidiary**” means, in relation to any Person (the “**first Person**”) at any particular time, any other Person (the “**second Person**”):

- (i) whose affairs and policies the first Person controls or has the power to control,

whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or

- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

“**Talon**” means a talon for further Coupons;

“**TARGET2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

“**TARGET Settlement Day**” means any day on which TARGET2 is operating credit or transfer instructions in respect of euro;

“**Winding-Up**” means the legal procedure for the liquidation of the Issuer commenced when:

- (i) a court order is made for the winding-up of the Issuer; or
- (ii) an effective resolution is passed by shareholders or members for the winding-up of the Issuer,

other than in connection with a Solvent Reconstruction.

A Winding-Up must be commenced by a court order or an effective resolution of shareholders or members. Neither (i) the making of an application, the filing of a petition, or the taking of any other steps for the winding-up of the Issuer (or any other procedure whereby the Issuer may be dissolved, liquidated, sequestered or cease to exist as a body corporate), nor (ii) the appointment of a receiver, administrator, administrative receiver, compulsory manager, ADI statutory manager or other similar officer (other than a Liquidator) in respect of the Issuer, constitutes a Winding-Up for the purposes of these Terms and Conditions; and

“**Zero Coupon Instrument**” means an Instrument specified as such in the relevant Final Terms.

Interpretation

1.2 In these Terms and Conditions:

- (i) if the Instruments are Zero Coupon Instruments, references to Coupons are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Instruments at the time of issue, references to Coupons shall be deemed to include references to Talons;

- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Instruments at the time of issue, references to Talons are not applicable;
- (v) references to Instruments being “outstanding” shall be construed in accordance with the Issue and Paying Agency Agreement;
- (vi) if an expression is stated in Condition 1.1 (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Instruments; and
- (vii) any reference to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

2. Form and Denomination

- 2.1 Instruments are issued in bearer form (“**Bearer Instruments**”) or in registered form (“**Registered Instruments**”), as specified in the Final Terms and are serially numbered. Registered Instruments will not be exchangeable for Bearer Instruments.

Bearer Instruments

- 2.2 Subject to the final sentence of this paragraph, the Final Terms shall specify whether *U.S. Treasury Regulation §1.163-5(c)(2)(i)(D)* (the “**TEFRA D Rules**”) or *U.S. Treasury Regulation §1.163-5(c)(2)(i)(C)* (the “**TEFRA C Rules**”) shall apply. Each Tranche of Bearer Instruments is represented upon issue by a temporary global Instrument (a “**Temporary Global Instrument**”), unless the Final Terms specify otherwise and the TEFRA C Rules apply.

Where the Final Terms applicable to a Tranche of Bearer Instruments specifies that the TEFRA C Rules apply, such Tranche is (unless otherwise specified in the Final Terms) represented upon issue by a Permanent Global Instrument.

Interests in the Temporary Global Instrument may be exchanged for:

- (i) interests in a permanent global Instrument (a “**Permanent Global Instrument**”); or
- (ii) if so specified in the Final Terms, definitive instruments in bearer form (“**Definitive Instruments**”) and/or (in the case of a Series comprising both Bearer Instruments and Registered Instruments and if so specified in the Final Terms) Registered Instruments.

Exchanges of interests in a Temporary Global Instrument for Definitive Instruments or, as the case may be, a Permanent Global Instrument will be made only on or after the Exchange Date (as specified in the Final Terms) and (unless the Final Terms specify that the TEFRA

C Rules are applicable to the Instruments) provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Instrument or in such other form as is customarily issued in such circumstances by the relevant clearing system) has been received. An exchange for Registered Instruments will be made at any time or from such date as may be specified in the Final Terms, in each case, without any requirement for certification.

- 2.3 The bearer of any Temporary Global Instrument shall not (unless, upon due presentation of such Temporary Global Instrument for exchange (in whole but not in part only) for a Permanent Global Instrument or for delivery of Definitive Instruments and/or Registered Instruments, such exchange or delivery is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to receive any payment in respect of the Instruments represented by such Temporary Global Instrument which falls due on or after the Exchange Date or be entitled to exercise any option on a date after the Exchange Date.
- 2.4 Unless the Final Terms specify that the TEFRA C Rules are applicable to the Instruments and subject to Condition 2.3 above, if any date on which a payment of interest is due on the Instruments of a Tranche occurs while any of the Instruments of that Tranche are represented by a Temporary Global Instrument, the related interest payment will be made on the Temporary Global Instrument only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Instrument or in such other form as is customarily issued in such circumstances by the relevant clearing system) has been received by the Hong Kong Paying Agent (in the case of a Temporary Global Instrument lodged with a sub-custodian for the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the "**CMU Service**")) or (in any other case) by Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or any other relevant clearing system. Payments of interest due in respect of a Permanent Global Instrument will be made through Euroclear or Clearstream, Luxembourg or the CMU Service or any other relevant clearing system without any requirement for certification.
- 2.5 Interests in a Permanent Global Instrument will be exchanged by the Issuer in whole but not in part only at the option of the Holder of such Permanent Global Instrument, for Definitive Instruments and/or (in the case of a Series comprising both Bearer Instruments and Registered Instruments and if so specified in the Final Terms) Registered Instruments, (a) if an Event of Default (as defined below) occurs in respect of any Instrument of the relevant Series; or (b) if Euroclear or Clearstream, Luxembourg or the CMU Service or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so in both cases at the cost and expense of the Issuer. If the Issuer does not make the required delivery of Definitive Instruments and/or Registered Instruments by 6.00 p.m. (London time) on the thirtieth day after the day on which such Permanent Global Instrument becomes due to be exchanged and, in the case of (a) above, such Instrument is not duly redeemed (or the funds required for such redemption are not available to the Fiscal Agent for the purposes of effecting such redemption and remain available for such purpose) by 6.00 p.m. (London time) on the thirtieth day after the day on which such Instrument became immediately redeemable, such Permanent Global Instrument will become void in accordance with its terms but without prejudice to the rights conferred by

the Deed of Covenant.

- 2.6 Interest-bearing Definitive Instruments have attached thereto at the time of their initial delivery coupons (“**Coupons**”), presentation of which will be a prerequisite to the payment of interest save in certain circumstances specified herein. Interest-bearing Definitive Instruments, if so specified in the Final Terms, have attached thereto, at the time of their initial delivery, a Talon for further coupons and the expression “Coupons” shall, where the context so requires, include Talons.
- 2.7 Instruments, the principal amount of which is repayable by instalments (“**Instalment Instruments**”) which are Definitive Instruments, have endorsed thereon a grid for recording the repayment of principal or, if so specified in the Final Terms, have attached thereto, at the time of their initial delivery, payment receipts (“**Receipts**”) in respect of the instalments of principal.

Denomination

Denomination of Bearer Instruments

- 2.8 Bearer Instruments are in the denomination or denominations (each of which denomination is integrally divisible by each smaller denomination) specified in the Final Terms. Bearer Instruments of one denomination may not be exchanged for Bearer Instruments of any other denomination.
- 2.9 Where a Temporary Global Instrument, issued in bearer form, is to be cleared through Euroclear or Clearstream, Luxembourg or any other relevant clearing system and is to be exchangeable for Definitive Instruments upon the Holder’s request, the Instruments may only be issued in such denominations as Euroclear or Clearstream, Luxembourg or such other relevant clearing system will permit at that time.
- 2.10 If the Temporary Global Instrument, issued in bearer form, is exchangeable for a Definitive Instrument at the option of the Holders thereof, the Instruments shall be tradeable only in principal amounts of at least the Denomination (or, if more than one Denomination, the lowest Denomination).

Denomination of Registered Instruments

- 2.11 Registered Instruments are in the minimum denomination specified in the Final Terms or integral multiples thereof.
- 2.12 Where a Temporary Global Instrument, issued in registered form, is to be cleared through Euroclear or Clearstream, Luxembourg or any other relevant clearing system and is to be exchangeable for Definitive Instruments upon the Holder’s request, the Instruments may only be issued in such denominations as Euroclear or Clearstream, Luxembourg or such other relevant clearing system will permit at that time.
- 2.13 If the Temporary Global Instrument, issued in registered form, is exchangeable for a Definitive Instrument at the option of the Holders thereof, the Instruments shall be tradeable only in principal amounts of at least the Denomination (or, if more than one Denomination,

the lowest Denomination).

Currency of Instruments

- 2.14 The Instruments are denominated in such currency as may be specified in the Final Terms (the “**Specified Currency**”). Any currency may be so specified, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Partly Paid Instruments

- 2.15 Instruments may be issued on a partly paid basis (“**Partly Paid Instruments**”) if so specified in the Final Terms. The subscription moneys therefor shall be paid in such number of instalments (“**Partly Paid Instalments**”), in such amounts, on such dates and in such manner as may be specified in the Final Terms. The first such instalment shall be due and payable on the date of issue of the Instruments. For the purposes of these Terms and Conditions, in respect of any Partly Paid Instrument, Paid Up Amount means the aggregate amount of all Partly Paid Instalments in respect thereof as shall have fallen due and been paid up in full in accordance with these Terms and Conditions.

Not less than 14 days nor more than 30 days prior to the due date for payment of any Partly Paid Instalment (other than the first such instalment), the Issuer shall publish a notice in accordance with Condition 14 (*Notices*) stating the due date for payment thereof and stating that failure to pay any such Partly Paid Instalment on or prior to such date will entitle the Issuer to forfeit the Instruments with effect from such date (“**Forfeiture Date**”) as may be specified in such notice (not being less than 14 days after the due date for payment of such Partly Paid Instalment), unless the relevant Partly Paid Instalment together with any interest accrued thereon is paid prior to the Forfeiture Date. The Issuer shall procure that any Partly Paid Instalments paid in respect of any Instruments subsequent to the Forfeiture Date in respect thereof shall be returned promptly to the persons entitled thereto. The Issuer shall not be liable for any interest on any Partly Paid Instalment so returned.

Interest shall accrue on any Partly Paid Instalment which is not paid on or prior to the due date for payment thereof at the Interest Rate (or, in the case of Zero Coupon Instruments, at the rate applicable to overdue payments) and shall be calculated in the same manner and on the same basis as if it were interest accruing on the Instruments for the period from and including the due date for payment of the relevant Partly Paid Instalment up to but excluding the Forfeiture Date. For the purpose of the accrual of interest, any payment of any Partly Paid Instalment made after the due date for payment shall be treated as having been made on the day preceding the Forfeiture Date (whether or not a Business Day).

Unless an Event of Default shall have occurred and be continuing, on the Forfeiture Date, the Issuer shall forfeit all of the Instruments in respect of which any Partly Paid Instalment shall not have been duly paid, whereupon the Issuer shall be entitled to retain all Partly Paid Instalments previously paid in respect of such Instruments and shall be discharged from any obligation to repay such amount or to pay interest thereon, or (where such Instruments are represented by a Temporary Global Instrument or a Permanent Global Instrument) to exchange any Interests in such Instrument for interests in a Permanent Global Instrument or to deliver Definitive Instruments or Registered Instruments in respect thereof, but shall have no other rights against any Person entitled to the Instruments which have been so forfeited.

Without prejudice to the right of the Issuer to forfeit any Instruments, for so long as any Partly Paid Instalment remains due but unpaid and, except in the case where an Event of Default shall have occurred and be continuing (a) no interests in a Temporary Global Instrument may be exchanged for interests in a Permanent Global Instrument and (b) no transfers of Registered Instruments or exchanges of Bearer Instruments for Registered Instruments may be requested or effected.

Until such time as all the subscription moneys in respect of Partly Paid Instruments shall have been paid in full and except in the case where an Event of Default shall have occurred and be continuing or if any of Euroclear or Clearstream, Luxembourg or the CMU Service or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so, no interests in a Temporary Global Instrument or a Permanent Global Instrument may be exchanged for Definitive Instruments or Registered Instruments.

3. Title and Transfer

- 3.1 Title to Bearer Instruments, Receipts and Coupons passes by delivery. References herein to the “Holders” of Bearer Instruments or of Receipts or Coupons are to the bearers of such Bearer Instruments or such Receipts or Coupons, as the case may be.
- 3.2 Title to Registered Instruments passes by transfer and registration in the register which the Issuer shall procure to be kept by the Registrar. For the purposes of these Terms and Conditions, “Registrar” means, in relation to any Series comprising Registered Instruments, the Principal Registrar, the First Alternative Registrar or, as the case may be, the Second Alternative Registrar, as specified in the Final Terms. References herein to the “Holders” of Registered Instruments are to the persons in whose names such Registered Instruments are so registered in the relevant register.
- 3.3 The Holder of any Bearer Instrument, Coupon or Registered Instrument will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

Transfer of Registered Instruments and exchange of Bearer Instruments for Registered Instruments

- 3.4 A Registered Instrument may, upon the terms and subject to the conditions set forth in the Issue and Paying Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum denomination specified in the Final Terms) upon the surrender of the Registered Instrument to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar. A new Registered Instrument will be issued to the transferee and, in the case of a transfer of part only of a Registered Instrument, a new Registered Instrument in respect of the balance not transferred will be issued to the transferor.
- 3.5 If so specified in the Final Terms, the Holder of Bearer Instruments may exchange the same for the same aggregate principal amount of Registered Instruments upon the terms and

subject to the conditions set forth in the Issue and Paying Agency Agreement. In order to exchange a Bearer Instrument for a Registered Instrument, the Holder thereof shall surrender such Bearer Instrument at the Specified Office outside the United States of the Fiscal Agent or of the Registrar together with a written request for the exchange. Each Bearer Instrument so surrendered must be accompanied by all unmatured Receipts and Coupons appertaining thereto other than the Coupon in respect of the next payment of interest falling due after the exchange date (as defined in Condition 3.6) where the exchange date would, but for the provisions of Condition 3.6, occur between the Record Date (as defined in Condition 7B.3) for such payment of interest and the date on which such payment of interest falls due.

- 3.6 Each new Registered Instrument to be issued upon the transfer of a Registered Instrument or the exchange of a Bearer Instrument for a Registered Instrument will, within three Relevant Banking Days of the transfer date or, as the case may be, the exchange date be available for collection by each relevant Holder at the Specified Office of the Registrar or, at the option of the Holder requesting such exchange or transfer, be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer or request for exchange received by the Registrar or the Fiscal Agent after the Record Date in respect of any payment due in respect of Registered Instruments shall be deemed not to be effectively received by the Registrar or the Fiscal Agent until the day following the due date for such payment.

For the purposes of these Terms and Conditions:

- (i) “**Relevant Banking Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the Specified Office of the Registrar is located and, in the case only of an exchange of a Bearer Instrument for a Registered Instrument where such request for exchange is made to the Fiscal Agent, in the place where the Specified Office of the Fiscal Agent is located;
 - (ii) the “**exchange date**” shall be the Relevant Banking Day following the day on which the relevant Bearer Instrument shall have been surrendered for exchange in accordance with Condition 3.5; and
 - (iii) the “**transfer date**” shall be the Relevant Banking Day following the day on which the relevant Registered Instrument shall have been surrendered for transfer in accordance with Condition 3.4.
- 3.7 The issue of new Registered Instruments on transfer or on the exchange of Bearer Instruments for Registered Instruments will be effected without charge by or on behalf of the Issuer, the Fiscal Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer, the Fiscal Agent or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.
- 3.8 Upon the transfer, exchange or replacement of Registered Instruments bearing the restrictive legend (the “**Restrictive Legend**”) set forth in the form of Registered Instrument

scheduled to the Issue and Paying Agency Agreement, the Registrar shall deliver only Registered Instruments that also bear such legend unless either (i) the transferor is not and has not been an affiliate of the Issuer during the preceding three months and such transfer, exchange or replacement occurs one or more years after the later of (1) the original issue date of such Instruments or (2) the last date on which the Issuer or any affiliates (as defined below) of the Issuer, as notified to the Registrar by the Issuer as provided in the following sentence, was the beneficial owner of such Instrument (or any predecessor of such Instrument) or (ii) there is delivered to the Registrar an opinion reasonably satisfactory to the Issuer of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws. The Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its “affiliates” (as defined in paragraph (a)(1) of Rule 144 under the *Securities Act of 1933*, as amended (the “**Securities Act**”)) not to acquire any beneficial interest, in any Registered Instrument bearing the Restrictive Legend unless it notifies the Registrar of such acquisition. The Registrar and all Holders shall be entitled to rely without further investigation on any such notification (or lack thereof).

- 3.9 For so long as any of the Registered Instruments bearing the Restrictive Legend remain outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer covenants and agrees that it shall, during any period in which it is not subject to Section 13 or Section 15(d) under the *United States Securities Exchange Act of 1934* nor exempt from reporting pursuant to Rule 12g3-2(b) under such Act, make available to any Relevant Account Holder (as defined in the Deed of Covenant) in connection with any sale thereof and any prospective purchaser of such Instruments from such Relevant Account Holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

4. Status of the Instruments

Status

- 4.1 The Instruments constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and, in a Winding-Up, at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future (save for certain mandatory exceptions provided by law including, but not limited to, Sections 13A(3) and 16(2) of the *Banking Act 1959 of Australia* (“**Banking Act**”) and Section 86 of the *Reserve Bank Act 1959 of Australia* (“**Reserve Bank Act**”)).

General

- 4.2. *The Issuer is an ADI as that term is defined under the Banking Act. Under Sections 13A(3) and 16(2) of the Banking Act and section 86 of the Reserve Bank Act certain debts of the Issuer are preferred by law as described below.*

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

of the Instruments, the Issuer). These specified liabilities include certain obligations of the ADI to APRA in respect of amounts payable by APRA to holders of protected accounts, other liabilities of the ADI in Australia in relation to protected accounts, debts to the Reserve Bank of Australia ("RBA") and certain other debts to APRA.

A "protected account" is either (a) an account where the ADI is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account, or (b) another account or financial product prescribed by regulation. Certain assets, such as the assets of the Issuer in a cover pool for covered bonds issued by the Issuer, are excluded from constituting assets in Australia for the purposes of section 13(A) of the Banking Act, and those assets are subject to the prior claims of the covered bond holders and certain other secured creditors in respect of the covered bonds.

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

The Instruments are not protected accounts for the purposes of the Banking Act. Unless expressly stated in Condition 4.1 or otherwise, the Issuer does not make any representation as to whether the Instruments, or any of them, would constitute deposit liabilities in Australia for the purposes of the Banking Act.

The liabilities which are preferred by law to the claim of a Holder in respect of an Instrument may be substantial and these Terms and Conditions do not limit the amount of such liabilities which may be incurred or assumed by the Issuer from time to time. In addition, the Instruments are not guaranteed or insured by the Australian Government or under any compensation scheme of the Australian Government, or by any other government, under any other compensation scheme or by any government agency or any other party.

5. Interest

Interest

- 5.1 Instruments may be interest-bearing or non-interest-bearing, as specified in the Final Terms. Words and expressions appearing in this Condition 5 and not otherwise defined herein or in the Final Terms shall have the meanings given to them in Condition 1.1 (*Definitions*).

Fixed Rate Instrument Provisions

- 5.2 This Condition 5.2 applies to Fixed Rate Instruments only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 5.2 for full information on the manner in which interest is calculated on Fixed Rate Instruments. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Interest Rate, the Interest Payment Date(s), the Interest Period End Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Business Day Convention, the Day Count Fraction and any applicable Determination Date.

- (i) *Application:* This Condition 5.2 is applicable to the Instruments only if the Fixed Rate Instrument Provisions are specified in the relevant Final Terms as being applicable.
- (ii) *Accrual of interest:* The Instruments bear interest from the Interest Commencement Date at the Interest Rate and such interest is payable in arrear on each Interest Payment Date, as provided in Condition 7 (*Payments*). Each Instrument will cease to bear interest from the due date for final redemption (or, in the case of an Instalment Instrument, in respect of each instalment of principal, on the due date for payment of the relevant Instalment Amount) unless, upon due presentation, payment in full of the Redemption Amount or the relevant Instalment Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (after as well as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Instrument up to that day are received by or on behalf of the relevant Holder and (ii) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Instruments up to such seventh day (except to the extent that there is any subsequent default in payment).
- (iii) *Fixed Coupon Amount:* The amount of interest payable in respect of each Instrument for any Interest Period shall be the relevant Fixed Coupon Amount (or, in respect of the Interest Period beginning on the Interest Commencement Date or the Interest Period ending on the Maturity Date, the Broken Amount, if so specified in the Final Terms).
- (iv) *Calculation of Interest Amount:* The amount of interest payable in respect of each Instrument for any Interest Accrual Period for which a Fixed Coupon Amount is not specified shall be calculated (i) by applying the Interest Rate to the Calculation Amount of such Instrument and multiplying the product by the relevant Day Count Fraction or (ii) if so specified in the Final Terms, by applying the Interest Rate to the Calculation Amount of such Instruments, multiplying such product by the product of the Accrual Feature and the relevant Day Count Fraction and, in the case of (i) or (ii) above, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a "sub-unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

Floating Rate Instrument Provisions

- 5.3 *This Condition 5.3 applies to Floating Rate Instruments only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 5.3 for full information on the manner in which interest is calculated on Floating Rate Instruments. In particular, the applicable Final Terms will identify Interest Payment Date(s), the Interest Period End Date(s), the Maturity Date, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centre(s), whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms*

will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Reference Rate, Relevant Financial Centre, Interest Determination Date(s) and Relevant Screen Page.

- (i) *Application:* This Condition 5.3 is applicable to the Instruments only if the Floating Rate Instrument Provisions are specified in the relevant Final Terms as being applicable.
- (ii) *Accrual of interest:* The Instruments bear interest from the Interest Commencement Date at the Interest Rate and such interest is payable in arrear on each Interest Payment Date, as provided in Condition 7 (*Payments*). Each Instrument will cease to bear interest from the due date for final redemption (or, in the case of an Instalment Instrument, in respect of each instalment of principal, on the due date for payment of the relevant Instalment Amount) unless, upon due presentation, payment in full of the Redemption Amount or the relevant Instalment Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (after as well as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Instrument up to that day are received by or on behalf of the relevant Holder and (ii) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Instruments up to such seventh day (except to the extent that there is any subsequent default in payment).
- (iii) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate applicable to the Instruments for each Interest Accrual Period will be the sum of the Margin and the rate determined by the Calculation Agent on the following basis:
 - (a) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (b) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (c) if, in the case of (a) above, such rate does not appear on that page or, in the case of (b) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction

in that market at that time; and

- (B) determine the arithmetic mean of such quotations; and
- (d) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (rounded, if necessary, to the nearest one-hundred-thousandth of a percentage point, 0.000005 per cent. being rounded up to 0.00001 per cent.) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Accrual Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Accrual Period and in an amount that is representative for a single transaction in that market at that time, and the Interest Rate for such Interest Accrual Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Accrual Period, the Interest Rate applicable to the Instruments during such Interest Accrual Period will be the sum of the Margin and the rate (or as the case may be the arithmetic mean of the rates) last determined in relation to the Instruments in respect of the last preceding Interest Accrual Period.
- (iv) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate applicable to the Instruments for each Interest Accrual Period will be the sum of the Margin and the relevant ISDA Rate where “**ISDA Rate**” in relation to any Interest Accrual Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (a) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (b) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (c) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (“**LIBOR**”) for a currency, the first day of that Interest Accrual Period or (B) in any other case, as specified in the relevant Final Terms.
- (v) *Maximum or Minimum Interest Rate:* If any Maximum Interest Rate or Minimum Interest Rate is specified in the relevant Final Terms, then the Interest Rate shall in no event be greater than the maximum or be less than the minimum so specified.

- (vi) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Interest Rate is to be determined in relation to each Interest Accrual Period, calculate the Interest Amount payable in respect of each Instrument for such Interest Accrual Period. The Interest Amount will be calculated (i) by applying the Interest Rate for such Interest Accrual Period to the Calculation Amount of such Instrument during such Interest Accrual Period and multiplying the product by the relevant Day Count Fraction or (ii) if so specified in the Final Terms, by applying the Interest Rate for such Interest Accrual Period to the Calculation Amount of such Instruments, and multiplying such product by the product of the Accrual Feature and the relevant Day Count Fraction and, in the case of (i) or (ii) above, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a “sub-unit” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period will be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.
- (vii) *Calculation of other amounts:* If the relevant Final Terms specify that any other amount is to be calculated by the Calculation Agent (including, in respect of the Interest Period beginning on the Interest Commencement Date or the Interest Period ending on the Maturity Date, the Broken Amount, if so specified in the Final Terms), the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (viii) *Publication:* The Calculation Agent will cause each Interest Rate and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each listing authority and/or stock exchange (if any) by which the Instruments are then listed and/or traded as soon as practicable after such determination but (in the case of each Interest Rate, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Holders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.
- (ix) *Notifications etc.:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents and the Holders (subject as aforesaid) and no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

Zero Coupon Instrument Provisions

5.4

- (i) *Application:* This Condition 5.4 is applicable to the Instruments only if the Zero Coupon Instrument Provisions are specified in the relevant Final Terms as being applicable.
- (ii) *Late payment on Zero Coupon Instruments:* If the Redemption Amount payable in respect of any Zero Coupon Instrument is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (a) the Reference Price; and
 - (b) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Instrument up to that day are received by or on behalf of the relevant Holder and (ii) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Instruments up to such seventh day (except to the extent that there is any subsequent default in payment).

Dual Currency Instrument Provisions

5.5

- (i) *Application:* This Condition 5.5 is applicable to the Instruments only if the Dual Currency Instrument Provisions are specified in the relevant Final Terms as being applicable.
- (ii) If the relevant Final Terms specify that Condition 5.5(ii) is applicable, the Issuer may issue Instruments with interest payable in a different currency (the “**Second Currency**”) from the Specified Currency in which the Instruments are denominated. Such Second Currency will be specified in the relevant Final Terms. The Interest Rate in respect of such Instruments may be calculated in accordance with the Fixed Rate Instrument Provisions or the Floating Rate Instrument Provisions as specified in the relevant Final Terms. The rate of exchange between the Specified Currency in which the Instruments are denominated and the Second Currency in which the Interest Amount is payable in respect of such Instruments (as applicable) shall be as set out in the Final Terms.
- (iii) If the relevant Final Terms specify that Condition 5.5(iii) is applicable, the Issuer may issue Instruments with interest determined by reference to an exchange rate and each Instrument will bear interest from and including the Interest Commencement Date determined in accordance with the provisions set out below.

The Interest Amount per Calculation Amount (“**IA**”) for each Interest Accrual Period, payable on each Interest Payment Date (as specified in the relevant Final Terms)

shall be calculated by the Calculation Agent in accordance with the following formula, provided that (1) the resultant figure of the formula shall be rounded to the nearest whole JPY, with half a JPY being rounded upwards, (2) the resultant figure of the square bracket shall be rounded to the nearest six decimal places of one per cent., and (3) the resultant figure of the square bracket shall never be more or less than the relevant values set out in the applicable Final Terms:

$$IA = \text{Calculation Amount} \times \text{Dual Currency Rate} \times [FX1/FX0] \times \text{Day Count Fraction}$$

Where:

“Dual Currency Rate” shall have the meaning specified in the applicable Final Terms;

“FX1” means the arithmetic mean of the bid and offered rate for AUD/JPY exchange rates, expressed as a number of JPY per AUD 1.00 as of 3.00 p.m. Tokyo time on the Reference Date which appears under the “AUD” column on Reuters Screen Page “JPNU”;

“FX0” shall have the meaning specified in the applicable Final Terms;

“Reuters Screen Page “JPNU” means the display page “JPNU” designated on the Reuters Monitor Money Rates Service or such other services or service as may be nominated as the information vendor for the purpose of displaying the specific page on that service or such other page as may replace that page on that service or such other service, in all cases for the purpose of displaying the AUD/JPY exchange rates in succession thereto;

“AUD” shall mean Australian Dollars; “Day Count Fraction” is 30/360;

“Interest Period End Date” shall have the meaning specified in the applicable Final Terms;

“Reference Date” shall be the tenth (10th) Tokyo, London, New York and Sydney Business Day prior to each Interest Period End Date; and

“Tokyo, London, New York and Sydney Business Day” shall mean a day on which commercial banks and foreign exchange market participants settle payments and are open for general business (including dealing in foreign exchange and foreign deposits) in Tokyo, London, New York and Sydney.

The Calculation Agent will cause the Interest Amount to be notified to the Fiscal Agent.

- (iv) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:

In the event that Reuters Screen Page “JPNU” (or such successor page) should not

be available, or the bid and offered rate for AUD/JPY exchange rates should not appear on Reuters Screen Page “JPNU” (or any successor page), in each case on the relevant Reference Date at or around 3.00 p.m. Tokyo time, then the Calculation Agent shall determine FX1 by requesting each of the five leading banks in the relevant currency and foreign exchange markets (the “**Reference Banks**”), as selected by the Calculation Agent, to provide a quotation for FX1.

If four or five such quotations are provided as requested, after disregarding the highest of such quotations and the lowest of such quotations (provided that, if two or more such quotations are the highest such quotations, then only one of such quotations shall be disregarded, and if two or more such quotations are the lowest quotations then only one of such lowest quotations shall be disregarded), the applicable rate shall be determined by the Calculation Agent as the arithmetic mean (rounded to the nearest five decimal places, 0.000005 being rounded upwards) of the remaining such quotations for such rate.

If only three or fewer such quotations are provided as requested, the applicable rate shall be the arithmetic mean of such quotations as determined by the Calculation Agent as described above.

If no such quotations are provided as requested, and the Calculation Agent determines in its sole discretion that no suitable replacement Reference Banks who are prepared to quote are available, the Calculation Agent shall be entitled to calculate the applicable rate in good faith and a commercially reasonable manner.

Coupon Switch Option Provisions

5.6

- (i) *Application:* This Condition 5.6 is applicable to the Instruments only if the Coupon Switch Option is specified in the relevant Final Terms as being applicable and each Instrument shall bear interest on the following basis (unless otherwise specified in the relevant Final Terms).
- (ii) The Final Terms shall specify whether the Fixed Rate Instrument Provisions or, as the case may be, the Floating Rate Instrument Provisions are applicable to the Instruments from and including the Issue Date to but excluding the Coupon Switch Option Date. Upon the Issuer giving the requisite notice (which, for the purposes of this Condition 5.6 only, shall be five Business Days prior to the Coupon Switch Option Date or such other notice period as may be specified in the Final Terms) to exercise its Coupon Switch Option, from and including the Coupon Switch Option Date, interest shall accrue on a different basis from the basis which was applicable prior to such Coupon Switch Option Date. The Final Terms shall specify whether the Fixed Rate Instrument Provisions or, as the case may be, the Floating Rate Instrument Provisions are applicable, upon the exercise by the Issuer of the Coupon Switch Option, from and including such Coupon Switch Option Date to but excluding the Maturity Date.

6. Redemption and Purchase

Scheduled redemption

- 6.1 Unless previously redeemed, or purchased and cancelled or, unless such Instrument is stated in the Final Terms as having no fixed maturity date, the Instruments will be redeemed at their Final Redemption Amount, together with interest accrued (if any) (or, in the case of Instalment Instruments, in such number of instalments and in such amounts ("**Instalment Amounts**") as may be specified in the Final Terms), on the Maturity Date, as provided in Condition 7 (*Payments*).

Redemption for tax reasons

- 6.2 The Instruments may be redeemed at the option of the Issuer in whole, but not in part:
- (i) at any time (if the Floating Rate Instrument Provisions are specified in the relevant Final Terms as not being applicable); or
 - (ii) on any Interest Payment Date (if the Floating Rate Instrument Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 or more than 60 days' notice to the Holders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable) or as otherwise specified in the Final Terms, at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

- (i)
 - (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations or rulings of Australia or of the jurisdiction, country or territory in which the branch through which the Issuer is acting (as specified in the relevant Final Terms) is located or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Instruments or any other date specified in the Final Terms; and
 - (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (ii)
 - (a) the Issuer has or will become obliged to pay additional amounts in respect of New Zealand non-resident withholding tax which may be, or which may become, applicable to Instruments issued by the Issuer acting through its New Zealand branch; and either
 - (b) such obligation cannot be avoided by the Issuer paying (if it is not already doing so) New Zealand approved issuer levy at a rate not exceeding the rate of the levy charged at the date of issue of the first Tranche of the

Instruments under Section 86J of the *Stamp and Cheque Duties Act 1971 of New Zealand* (the “**Approved Issuer Levy Rate**”) on the payments of principal or interest or taking any other reasonable measures available to it (but not including the payment of any additional approved issuer levy); or

- (c) in order to avoid any New Zealand non-resident withholding tax (under current law or any change of law) the Issuer becomes obliged, as a result of any change in, or amendment to, the laws, regulations or rulings of New Zealand or any political subdivision thereof or any authority or agency therein or thereof having power to tax or any change in the application or in the interpretation or administration of any such laws, regulations or rulings, to pay approved issuer levy at a rate exceeding the Approved Issuer Levy Rate or incurs any other cost in excess of that applicable under New Zealand law at the date of issue of the first Tranche of the Instruments,

provided, however, that no such notice of redemption shall be given earlier than:

- (1) where the Instruments may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Instruments were then due; or
- (2) where the Instruments may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Instruments were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent:

- (1) a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of such Issuer so to redeem have occurred; and
- (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts and that:
 - (i) (in the case of paragraph (i) above) the relevant obligation arises as result of any such change or amendment as is specified in sub-paragraph (i)(a) above and cannot be avoided by the Issuer taking reasonable measures available to it;
 - (ii) (in the case of sub-paragraph (ii)(a) above) the relevant obligation cannot be avoided by the Issuer paying New Zealand approved issuer levy at a rate not exceeding the Approved Issuer Levy Rate or taking any other reasonable measures available to it (not including the payment of any additional approved issuer levy); or

- (iii) (in the case of sub-paragraph (ii)(b) above) in order to avoid the relevant obligation, the Issuer would be obliged, as a result of any such change or amendment as is specified in the sub-paragraph, to pay approved issuer levy at a rate exceeding the Approved Issuer Levy Rate or to incur any other cost in excess of that applicable under New Zealand law at the date of the issue of the first Tranche of the Instruments.

The Issuer may not exercise such option in respect of any Instrument which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Instrument under Condition 6.5 (*Redemption at the option of Holders*).

Redemption at the option of the Issuer

This Condition 6.3 applies to Instruments which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons), such option being referred to as an "Issuer Call". The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 6.3 for full information on any Issuer Call. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, any minimum or maximum amount of Instruments which can be redeemed and the applicable notice periods.

- 6.3 If Redemption at the option of the Issuer (Call) is specified in the relevant Final Terms as being applicable, the Instruments may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer giving not less than five or more than 60 days' notice to the Holders in accordance with Condition 14 (Notices) (which notice shall be irrevocable and shall oblige the Issuer to redeem all of the Instruments of the relevant Series or, as the case may be, the Instruments specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

The Issuer may not exercise such option in respect of any Instrument which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Instrument under Condition 6.5 (*Redemption at the option of Holders*).

Partial redemption

- 6.4 If the Instruments are to be redeemed in part only on any date in accordance with Condition 6.3 (*Redemption at the option of the Issuer*):
- (i) in the case of Bearer Instruments (other than a Temporary Global Instrument or a Permanent Global Instrument) the Instruments to be redeemed shall be selected by the drawing of lots in such European city as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate;
 - (ii) in the case of a Temporary Global Instrument or a Permanent Global Instrument, the Instruments to be redeemed shall be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg and/or the CMU Service and/or any other relevant clearing system; and

- (iii) in the case of Registered Instruments, the Instruments shall be redeemed (so far as may be practicable) pro rata to their principal amounts, provided always that the amount redeemed in respect of each Instrument shall be equal to the minimum denomination thereof or an integral multiple thereof,

subject always to compliance with applicable law and the rules of each listing authority and/or stock exchange on or by which the Instruments are then listed and/or traded and the notice to Holders referred to in Condition 6.3 (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Instruments so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

In the case of the redemption of part only of a Registered Instrument, a new Registered Instrument in respect of the unredeemed balance shall be issued in accordance with Conditions 3.4 to 3.9 which shall apply as in the case of a transfer of Registered Instruments as if such new Registered Instrument were in respect of the untransferred balance.

Redemption at the option of Holders

This Condition 6.5 applies to Instruments which are subject to redemption prior to the Maturity Date at the option of the Holders, such option being referred to as an "Investor Put". The applicable Final Terms contains provisions applicable to any Investor Put and must be read in conjunction with this Condition 6.5 for full information on any Investor Put. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount and the applicable notice periods.

- 6.5 If Redemption at the option of the Holders (Put) is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Instrument, redeem such Instrument on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 6.5, the Holder of an Instrument must, not less than 45 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent, in the case of a Bearer Instrument, or the Registrar, in the case of a Registered Instrument, such Instrument together with all unmatured Coupons relating thereto (other than any Coupon maturing on or before the Optional Redemption Date (Put) (failing which the provisions of Condition 7A.6 apply)) and a duly completed Put Option Notice in the form obtainable from any Paying Agent or, as the case may be, the Registrar specifying, in the case of a Temporary Global Instrument or Permanent Global Instrument or Registered Instrument, the aggregate principal amount in respect of which such option is exercised (which must be the minimum denomination specified in the Final Terms or an integral multiple thereof). The Paying Agent with which an Instrument is so deposited shall deliver a duly completed Put Option Receipt to the depositing Holder. No Instrument, once deposited with a duly completed Put Option Notice in accordance with this Condition 6.5, may be withdrawn; provided, however, that if, prior to the relevant Optional Redemption Date (Put), any such Instrument becomes immediately due and payable, the relevant Holder, at its option, may elect by notice to the Paying Agent or, as the case may be, the Registrar to withdraw the Put Option Notice given pursuant to this Condition 6.5 and instead declare such Instrument to be forthwith due and payable pursuant

to Condition 9 (*Events of Default*). For so long as any outstanding Instrument is held by a Paying Agent in accordance with this Condition 6.5, the depositor of such Instrument and not such Paying Agent shall be deemed to be the Holder of such Instrument for all purposes.

In the case of the redemption of part only of a Registered Instrument, a new Registered Instrument in respect of the unredeemed balance shall be issued in accordance with Conditions 3.4 to 3.9 which shall apply as in the case of a transfer of Registered Instruments as if such new Registered Instrument were in respect of the untransferred balance.

The Holder of an Instrument may not exercise such option in respect of any Instrument which is the subject of an exercise by the Issuer of its option to redeem such Instrument under either Condition 6.2 (*Redemption for tax reasons*) or Condition 6.3 (*Redemption at the option of the Issuer*).

No other redemption

- 6.6 The Issuer shall not be entitled to redeem the Instruments otherwise than as provided in Conditions 6.1 to 6.5 above.

Early redemption of Zero Coupon Instruments

- 6.7 Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Instrument at any time before the Maturity Date shall be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Instrument becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 6.7 or, if none is so specified, a Day Count Fraction of 30/360.

The figure resulting from such calculation shall be rounded to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a "sub-unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

Purchase

- 6.8 The Issuer or any of its Subsidiaries may at any time purchase Instruments in the open market or otherwise and at any price, provided that all unmatured Receipts and Coupons are purchased therewith.

Cancellation

- 6.9 All Instruments so redeemed, and all unmatured Coupons attached to or surrendered with them, shall be cancelled and may not be reissued or resold, and all Instruments so purchased by the Issuer or any of its Subsidiaries and all unmatured Coupons attached to or surrendered with them may, at the option of the Issuer, be cancelled, held, reissued or resold.

7. Payments

7A. *Payments — Bearer Instruments*

- 7A.1 This Condition 7A is applicable in relation to Instruments in bearer form.

Principal

- 7A.2 Payments of principal due in respect of Bearer Instruments shall be made only against presentation and (provided that payment is made in full, or it is the payment of the final Instalment Amount) surrender of the relevant Bearer Instruments at the Specified Office of any Paying Agent outside the United States, by cheque drawn in the currency in which the payment is due on, or by transfer to an account outside the United States denominated in that currency or to which such currency may be transferred and maintained by the payee with, a bank in the Principal Financial Centre of that currency. Notwithstanding the above, in the case of any payment in Renminbi, payment shall be made by transfer to a Renminbi account maintained by or on behalf of the Holder with a bank in Hong Kong.

Payment of Instalment Amounts (other than the final Instalment Amount) in respect of an Instalment Instrument which is a Definitive Instrument with Receipts will be made against presentation of the Instrument together with the relevant Receipt and surrender of such Receipt.

The Receipts are not and shall not in any circumstances be deemed to be documents of title and if separated from the Instrument to which they relate will not represent any obligation of the Issuer. Accordingly, the presentation of an Instrument without the relative Receipt or the presentation of a Receipt without the Instrument to which it appertains shall not entitle the Holder to any payment in respect of the relevant Instalment Amount.

Interest

- 7A.3 Payment of amounts in respect of interest on Bearer Instruments will be made:
- (i) in the case of a Temporary Global Instrument or Permanent Global Instrument, against presentation of the relevant Temporary Global Instrument or Permanent Global Instrument at the Specified Office of any of the Paying Agents outside Australia, New Zealand and (unless Condition 7A.4 (*Payments in New York City*) applies) the United States and, in the case of a Temporary Global Instrument, upon due certification as required therein, by cheque drawn in the currency in which the payment is due on, or by transfer to an account outside the United States denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred)

and maintained by the payee with, a bank in the Principal Financial Centre of that currency;

- (ii) in the case of Definitive Instruments without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Instruments at the Specified Office of any of the Paying Agents outside Australia, New Zealand and (unless Condition 7A.4 (*Payments in New York City*) applies) the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account outside the United States denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency; and
- (iii) in the case of Definitive Instruments delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Instruments, in either case at the Specified Office of any of the Paying Agents outside Australia, New Zealand and (unless Condition 7A.4 (*Payments in New York City*) applies) the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account outside the United States denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.

Payments in New York City

- 7A.4 Payments of principal and interest on the Bearer Instruments and exchanges of Talons for Coupon Sheets in accordance with Condition 7A.7 (*Exchange of Talons*) may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Instruments in United States dollars, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of interest in United States dollars and (iii) payment is permitted by applicable United States law.

Payments on business days

- 7A.5 If the due date for payment of any amount in respect of any Instrument, Receipt or Coupon is not a Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- 7A.6 Each Definitive Instrument initially delivered with Coupons, Talons or Receipts attached thereto shall be presented and, save in the case of partial payment of the Redemption Amount, surrendered for final redemption together with all unmatured Receipts, Coupons and Talons relating thereto, failing which:
- (i) if the Final Terms specify that this paragraph (i) of Condition 7A.6 is applicable (and, in

the absence of specification this paragraph (i) shall apply to Definitive Instruments which bear interest at a fixed rate or rates or in fixed amounts) and subject as hereinafter provided, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the Redemption Amount paid bears to the total Redemption Amount due) (excluding, for this purpose, but without prejudice to paragraph (iii) below, Talons) will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the Specified Office of any of the Paying Agents at any time within ten years of the Relevant Date applicable to payment of such Redemption Amount;

- (ii) if the Final Terms specify that this paragraph (ii) of Condition 7A.6 is applicable (and, in the absence of specification, this paragraph (ii) shall apply to Instruments which bear interest at a floating rate or rates or in variable amounts) all unmatured Coupons (excluding, for this purpose, but without prejudice to paragraph (iii) below, Talons) relating to such Definitive Instruments (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them;
- (iii) in the case of Definitive Instruments initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them; and
- (iv) in the case of Definitive Instruments initially delivered with Receipts attached thereto, all Receipts relating to such Instruments in respect of a payment of an Instalment Amount which (but for such redemption) would have fallen due on a date after such due date for redemption (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 7A.6 notwithstanding, if any Definitive Instruments are issued with a maturity date and an Interest Rate or Rates such that, on the presentation for payment of any such Definitive Instrument without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Instrument, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the Redemption Amount otherwise due for payment). Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Instrument to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

Exchange of Talons

- 7A.7 In relation to Definitive Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon Sheet matures, the Talon comprised in the Coupon Sheet may be surrendered at the

Specified Office of any Paying Agent outside (unless Condition 7A.4 (*Payments in New York City*) applies) the United States in exchange for a further Coupon Sheet (including any appropriate further Talon), subject to the provisions of Condition 10 (*Prescription*) below. Each Talon shall, for the purpose of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon Sheet matures.

Payments other than in respect of matured Coupons

7A.8 Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Instruments at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by Condition 7A.4 (*Payments in New York City*)).

Partial payments

7A.9 If a Paying Agent makes a partial payment in respect of any Instrument, Receipt or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

7B. Payments — Registered Instruments

7B.1 This Condition 7B is applicable in relation to Registered Instruments.

7B.2 Payment of the Redemption Amount due in respect of Registered Instruments (together with accrued interest thereon (if any)) will be made against presentation and, save in the case of partial payment of the Redemption Amount, surrender of the relevant Registered Instruments at the Specified Office of the Registrar. If the due date for payment of the Redemption Amount of any Registered Instrument is not a Business Day then the Holder thereof will not be entitled to payment thereof until the next Business Day and thereafter will be entitled to receive payment by cheque on any local banking day, and will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Business Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5 (*Interest*) as appropriate.

7B.3 Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Instruments will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar as at the close of business (local time in the place of the Specified Office of the Registrar) on the clearing system business day immediately prior to the date for payment, where for the purposes of this Condition 7B.3 “clearing system business day” means Monday to Friday inclusive except 25 December and 1 January in the case of any payment made in a currency other than Renminbi or, in the case of any payment made in Renminbi, on the fifth Relevant Banking Day (as defined in Condition 3.6) before the due date for such payment (either such date being the “Record Date”).

- 7B.4 Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Instruments will be made in the currency (other than Renminbi) in which such amount is due by cheque to the Holder thereof (or, in the case of joint Holders, the first-named) on the Relevant Banking Day (as defined in Condition 3.6) not later than the relevant due date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account denominated in the relevant currency in which case payment shall be made on the relevant due date for payment by transfer to such account. Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Instruments to be made in Renminbi will be made by transfer to the registered account of the Holder thereof (or, in the case of joint Holders, the first-named) on the Relevant Banking Day (as defined in Condition 3.6) not later than the relevant due date for payment. In the case of payment by transfer to an account, if the due date for any such payment is not a Business Day, then the Holder thereof will not be entitled to payment thereof until the first day thereafter which is a Business Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5 (*Interest*), as appropriate.

For the purposes of this Condition 7B.4, “registered account” means the Renminbi account maintained by or on behalf of the Holder with a bank in Hong Kong, details of which appear in the Register at the close of business on the Record Date (as defined in Condition 7B.3 above).

7C. *Payments — General Provisions*

- 7C.1 Save as otherwise specified in these Terms and Conditions, this Condition 7C is applicable in relation to both Bearer Instruments and Registered Instruments.
- 7C.2 Payments will, without prejudice to the provisions of Condition 8 (*Taxation*), be subject in all cases to any applicable fiscal or other laws and any other directives, agreements and administrative practices and procedures of fiscal and other authorities in relation to tax, anti-money laundering and other requirements which may apply to the payment of amounts due (whether in respect of principal, Redemption Amount, Interest Amount or otherwise) in respect of the Instruments (including, without limitation, any withholding or deduction arising under or in connection with FATCA). No Commissions or expense shall be charged to the Holder(s) of the Instruments, the Receipts or the Coupons in respect of such payments.

If any withholding or deduction arises under or in connection with FATCA, the Issuer will not be required to pay any additional amount under Condition 8 (*Taxation*) on account of such withholding or deduction and, accordingly, the Issuer shall be acquitted and discharged of so much money as is represented by any such withholding or deduction as if such sum had been actually paid to the Holder(s) of the Instruments, the Receipts or the Coupons.

Except to the extent that the Issuer is required to pay any additional amount under Condition 8 (*Taxation*) on account of a withholding or deduction, the Issuer will not be required to pay

any additional amount on account of a withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature required by law. If any such withholding or deduction is required, then the Issuer shall pay the amounts payable net of, and after deducting the applicable amount of, such withholding or deduction and shall account to the appropriate tax authority for the amount required to be withheld or deducted and, accordingly, the Issuer shall be acquitted and discharged of so much money as is represented by any such withholding or deduction as if such sum had been actually paid to the Holder(s) of the Instruments, the Receipts or the Coupons.

7D. Payments – Inconvertibility, Non-transferability or Illiquidity

Notwithstanding any other provision in these Terms and Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able, or it would be impracticable for it, to satisfy any payment due under the Instruments, the Receipts or the Coupons in Renminbi, the Issuer shall, on giving not less than five and not more than 30 days' irrevocable notice to the Holders prior to the due date for the relevant payment, settle such payment in U.S. dollars on the due date at the U.S. Dollar Equivalent of the relevant Renminbi denominated amount.

In such event, payment of the U.S. Dollar Equivalent of the relevant amounts due under the Instruments, the Receipts or the Coupons shall be made in accordance with Condition 7A (*Payments – Bearer Instruments*) or Condition 7B (*Payments – Registered Instruments*) as applicable.

Any payment made under such circumstances in U.S. dollars will constitute valid payment and will not constitute a default in respect of the Instruments.

In this Condition 7D:

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

“Illiquidity” means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot or it would be impracticable to obtain a sufficient amount of Renminbi in order to satisfy in full its obligation to make any payment due under the Instruments, the Receipts or the Coupons, as determined by the Issuer acting in good faith;

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

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

“PRC” means the People’s Republic of China, excluding Hong Kong Special Administrative Region of the People’s Republic of China, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Rate Calculation Business Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange) in Hong Kong and New York City;

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

“U.S. Dollar Equivalent” means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Rate Calculation Date; and

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

8. Taxation

Gross up

- 8.1 All payments of principal and interest in respect of the Instruments, the Receipts and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or on behalf of Australia, and/or of the jurisdiction, country or territory in which the branch through which the Issuer is acting (as specified in the relevant Final Terms) is located or any political subdivision or any authority thereof or therein having power to tax (“**Withholding Taxes**”), unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the Holders of such amounts as would have been received by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable in respect of any Instrument, Receipt or Coupon:

- (i) presented for payment or held by, or by a third party on behalf of, a Holder, or any beneficial owner of any interest in, or rights in respect of, such Instrument, Receipt or Coupon held by a Holder, who is liable to such taxes, duties, assessments or governmental charges in respect of such Instrument, Receipt or Coupon by reason of the Holder or beneficial owner having some connection (whether past or present) with Australia and/or the jurisdiction, country or territory in which the branch through which the Issuer is acting is located other than (a) the mere holding of such Instrument, Receipt or Coupon or (b) the receipt of principal, interest or other amount in respect of such Instrument, Receipt or Coupon; or
- (ii) presented for payment or held by, or by a third party on behalf of, a Holder, or any beneficial owner of any interest in, or rights in respect of, such Instrument, Receipt or Coupon held by a Holder, who could lawfully avoid (but has not so avoided) such withholding or deduction by complying with any statutory requirements in force at the present time or in the future or by making a declaration of non-residence or other claim or filing for exemption; or
- (iii) presented for payment more than 30 days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts if it had presented such Instrument, Receipt or Coupon on the last day of such period of 30 days; or
- (iv) on account of taxes which are payable by reason of the Holder of such Instrument, Receipt or Coupon or beneficial owner of any interest therein, or rights in respect thereof, being an associate of the Issuer for the purposes of Section 128F(9) of the *Income Tax Assessment Act 1936 of Australia* (the "**Australian Tax Act**"); or
- (v) in respect of Instruments issued by the Issuer acting through its New Zealand branch, on account of: (i) New Zealand resident withholding tax (as defined in the *Income Tax Act 2007 of New Zealand*); and/or (ii) New Zealand non-resident withholding tax (as defined in the *Income Tax Act 2007 of New Zealand*) imposed at a resident withholding tax rate as a consequence of a Holder or beneficial owner deriving interest under an Instrument jointly with one or more other persons at least one of which is a resident of New Zealand for income tax purposes; or
- (vi) presented for payment or held by, or by a third party on behalf of, a Holder who is a resident of Australia or a non-resident who is engaged in carrying on business in Australia at or through a permanent establishment of that non-resident in Australia (the expressions "resident of Australia", "non-resident" and "permanent establishment" having the meanings given to them by the Australian Tax Act) if, and to the extent that, Section 126 of the Australian Tax Act (or any equivalent provision) requires the Issuer to pay income tax in respect of interest payable on such Instrument, Receipt or Coupon and the income tax would not be payable were the Holder not a "resident of Australia" or a "non-resident" so engaged in carrying on business; or
- (vii) on account of Australian interest withholding tax imposed as a result of a determination by the Commissioner of Taxation of the Commonwealth of Australia that such tax is payable under the Australian Tax Act in circumstances where the

Holder, or a third person on behalf of the Holder, is party to or participated in a scheme to avoid such tax which the Issuer was neither a party to nor participated in; or

- (viii) where such withholding or deduction is imposed on a payment to an individual or certain residual entities and is made pursuant to *European Council Directive 2003/48/EC* or any other directive implementing the conclusions of the ECOFIN Council Meeting of 26 and 27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, any such directive, or any agreement entered into by a Member State of the European Union with (a) any other state or (b) any relevant dependent or associated territory of any Member State of the European Union providing for measures equivalent to, or the same, as those provided for by any such directive; or
- (ix) where any tax or similar amount is required to be withheld or deducted from a payment pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation proposed by the Swiss Federal Council on 22 December 2010, in particular the principle to have a person other than the Issuer withhold or deduct tax, in particular, without limitation, any paying agent; or
- (x) presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Instrument, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or
- (xi) for or on account of any withholding or deduction arising under or in connection with FATCA.

New Zealand resident withholding tax

8.2 Where the Instruments are issued by the Issuer's New Zealand branch or amounts payable in relation to any Instruments are payable in New Zealand dollars, the Issuer may be required by New Zealand law to deduct New Zealand resident withholding tax from the payment of interest or other amounts to the Holder on any Interest Payment Date or, if applicable, the Maturity Date (as specified in the applicable Final Terms), if:

- (i) the Holder is a resident of New Zealand for income tax purposes or otherwise is a person, the payment of interest (as defined for New Zealand tax purposes) to whom will be subject to New Zealand resident withholding tax (a "**New Zealand Holder**"); and
- (ii) at the time of such payment the New Zealand Holder does not hold a valid RWT exemption certificate (as defined in the *Income Tax Act 2007 of New Zealand*) issued to it for New Zealand resident withholding tax purposes.

Prior to any Interest Payment Date or, if applicable, the Maturity Date (as specified in the applicable Final Terms), any New Zealand Holder:

- (i) must notify the Issuer, the Registrar or any Paying Agent (a) that the New Zealand Holder is the holder of an Instrument and (b) if it derives interest under an Instrument jointly with any other person; and
- (ii) must notify the Issuer, the Registrar or any Paying Agent of any circumstances, and provide the Issuer, the Registrar or that Paying Agent with its New Zealand tax file number and any information (including a copy of a valid RWT exemption certificate) that may enable the Issuer to make the payment of interest to the New Zealand Holder without deduction on account of New Zealand resident withholding tax.

A New Zealand Holder must notify the Issuer, prior to any Interest Payment Date or the Maturity Date (as specified in the applicable Final Terms) of any change in the New Zealand Holder's circumstances from those previously notified that could affect the Issuer's payment obligations in respect of any Instrument. By accepting payment of the full face amount of any Instrument or any interest thereon or other amounts in respect thereof on any Interest Payment Date or the Maturity Date, a New Zealand Holder agrees to indemnify the Issuer for all purposes in respect of any liability that the Issuer may incur for not deducting any amount from such payment on account of New Zealand resident withholding tax.

Only a New Zealand Holder will be obliged to make the notifications referred to above and no other Holder will be required to do so.

Whilst the Instruments are held in Euroclear, Clearstream, Luxembourg, the CMU Service or any other clearing system, Euroclear, Clearstream, Luxembourg, the CMU Service and any such other clearing system shall not be responsible to the Issuer, the Registrar, any Paying Agent, its account holders credited with such Instruments or any other person with regard to the collection or preparation of certificates, or otherwise in connection with this Condition 8.2.

- 8.3 Any reference in these Terms and Conditions to "principal" and/or "interest" in respect of the Instruments shall be deemed also to refer to any additional amounts which may be payable under this Condition 8. Unless the context otherwise requires, any reference in these Terms and Conditions to "principal" shall include any premium payable in respect of an Instrument, any Instalment Amount or Redemption Amount and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and "interest" shall include all amounts payable pursuant to Condition 5 (Interest) and any other amounts in the nature of interest payable pursuant to these Terms and Conditions.

Taxing jurisdiction

- 8.4 If the Issuer is, or becomes, subject at any time to any taxing jurisdiction(s) other than or in addition to Australia or the jurisdiction, country or territory in which the branch through which the Issuer is acting (as specified in the relevant Final Terms) is located, references to Australia in Condition 6.2 (*Redemption for tax reasons*) and this Condition 8 shall be substituted with references to or (as the case may be) including such other taxing jurisdiction(s).

9. Events of Default

9.1 The following events or circumstances (each an “**Event of Default**”) shall be acceleration events in relation to the Instruments:

- (i) the Issuer fails to pay any amount of principal in respect of the Instruments of the relevant Series or any of them within seven days of the due date for payment thereof or fails to pay any amount of interest in respect of the Instruments of the relevant Series or any of them within 14 days of the due date for payment thereof; or
- (ii) the Issuer defaults in the performance or observance of any of its other obligations under or in respect of any of the Instruments of the relevant Series, the Issue and Paying Agency Agreement and (except in any case where such default is incapable of remedy when no such continuation or notice, as is hereinafter mentioned, will be required) such default remains unremedied for 30 days after written notice requiring such default to be remedied has been delivered to the Issuer at the Specified Office of the Fiscal Agent by the Holder of any such Instrument; or
- (iii) a Winding-Up; or
- (iv) the Issuer ceases to carry on all or substantially all of its business other than under or in connection with a Solvent Reconstruction; or
- (v) an encumbrancer takes possession or a receiver is appointed of the whole or any substantial part of the assets or undertaking of, or an official manager is appointed to, the Issuer or a distress or execution is levied or enforced upon any substantial part of the assets or undertaking of the Issuer and is not removed, paid out or otherwise discharged within 30 days unless the same is being contested in good faith; or
- (vi) the Issuer shall be unable to pay its debts as they fall due.

9.2 If any Event of Default shall occur in relation to any Series of Instruments, any Holder of an Instrument of the relevant Series may, by written notice to the Issuer at the Specified Office of the Fiscal Agent, declare that such Instrument and (if the Instrument is interest-bearing) all interest then accrued on such Instrument shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its early termination amount (the “**Early Termination Amount**”) (which shall be its outstanding principal amount) or, if such Instrument is a Zero Coupon Instrument, such amount as provided in Condition 6.7 (*Early redemption of Zero Coupon Instruments*) or such other Early Termination Amount as may be specified in, or determined in accordance with the provisions of, the Final Terms), together with all interest (if any) accrued thereon without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Instruments to the contrary notwithstanding, unless, prior to receipt of such notice by the Fiscal Agent, all Events of Default in respect of the Instruments of the relevant Series shall have been remedied.

10. Prescription

- 10.1 Claims against the Issuer for payment of principal and interest in respect of Instruments will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date for payment thereof.
- 10.2 In relation to Definitive Instruments initially delivered with Talons attached thereto, there shall not be included in any Coupon Sheet issued upon exchange of a Talon any Coupon which would be void upon issue pursuant to Condition 7A.7 (*Exchange of Talons*) or the due date for the payment of which would fall after the due date for the redemption of the relevant Instrument or which would be void pursuant to this Condition 10 or any Talon the maturity date of which would fall after the due date for redemption of the relevant Instrument.

11. The Paying Agents, the Registrars and the Calculation Agent

- 11.1 The initial Paying Agents and Registrars and their respective initial Specified Offices are specified below. The Calculation Agent in respect of any Instruments shall be specified in the Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or any Registrar or the Calculation Agent and to appoint additional or other Paying Agents or another Registrar or another Calculation Agent provided that it will at all times maintain (i) a Fiscal Agent, (ii) in the case of Registered Instruments, a Registrar, (iii) a Paying Agent (which may be the Fiscal Agent) with a Specified Office in a continental European city, (iv) so long as the Instruments are listed on the Official List of the UK Listing Authority and/or admitted to listing and/or trading on or by any other competent listing authority and/or stock exchange, a Paying Agent (which may be the Fiscal Agent) and a Registrar each with a Specified Office in London and/or in such other place as may be required by such competent listing authority and/or stock exchange, (v) in the circumstances described in Condition 7A.4 (*Payments in New York City*), a Paying Agent with a Specified Office in New York City, (vi) a Calculation Agent where required by these Terms and Conditions applicable to any Instruments (in the case of (i), (ii), (iii) and (vi) with a Specified Office located in such place (if any) as may be required by these Terms and Conditions), (vii) a Paying Agent (which, for the avoidance of doubt, may be one of the Paying Agents referred to in (iii) or (iv) above) in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to *European Council Directive 2003/48/EC* or any other directive implementing the conclusions of the ECOFIN Council Meeting of 26 and 27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced to conform to, any such directive, or any agreement entered into by a Member State of the European Union with (a) any other state or (b) any relevant dependent or associated territory of any Member State of the European Union providing for measures equivalent to, or the same as, those provided for by such directive, provided that the Issuer shall not, under any circumstances, be obliged to maintain a Paying Agent with a specified office in such Member State of the European Union unless at least one Member State of the European Union does not require a Paying Agent making payments through a specified office in that Member State of the European Union so to withhold or deduct tax, whether pursuant to *European Council Directive 2003/48/EC*, under the law of that Member State of the European Union or otherwise, and (viii) so long as any Instruments are represented by a Temporary Global Instrument or a Permanent Global Instrument which is held in the CMU Service, a Paying Agent with a Specified Office in Hong Kong. The Paying Agents, the Registrars and the Calculation Agent reserve the right at any

time to change their respective Specified Offices to some other specified office in the same city. Notice of all changes in the identities or Specified Offices of any Paying Agent, the Registrars or the Calculation Agent will be given promptly by the Issuer to the Holders in accordance with Condition 14 (*Notices*).

- 11.2 The Paying Agents, the Registrars and the Calculation Agent act solely as agents of the Issuer and, save as provided in the Issue and Paying Agency Agreement or any other agreement entered into with respect to its appointment, do not assume any obligations towards or relationship of agency or trust for any Holder of any Instrument, Receipt or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issue and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

12. Replacement of Instruments

If any Instrument, Receipt or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent or such Paying Agent or Paying Agents as may be specified for such purpose in the Final Terms (in the case of Bearer Instruments and Coupons) or of the Registrar (in the case of Registered Instruments) ("**Replacement Agent**") subject to all applicable laws and the requirements of any stock exchange and/or competent listing authority on or by which the Instruments are listed and/or traded upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Replacement Agent may require. Mutilated or defaced Instruments, Receipts and Coupons must be surrendered before replacements will be delivered therefor.

13. Meetings of Holders and Modification

The Issue and Paying Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of the Holders of Instruments of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution of these Terms and Conditions and the Deed of Covenant insofar as the same may apply to such Instruments. Such a meeting may be convened by the Issuer and shall be convened upon a request in writing by Holders of Instruments holding not less than one-tenth of the outstanding principal amount of the Instruments for the time being outstanding of any Series. An Extraordinary Resolution passed at any meeting of the Holders of Instruments of any Series will be binding on all Holders of the Instruments of such Series, whether or not they are present at the meeting, and on all Holders of Coupons relating to Instruments of such Series.

Alternatively, Holders of any particular Series of Instruments may duly pass in writing either an Ordinary Resolution or an Extraordinary Resolution provided that such written resolution is signed by or on behalf of such Holders holding, in the case of an Ordinary Resolution, not less than a simple majority or, in the case of an Extraordinary Resolution, not less than three-fourths of the aggregate outstanding principal amount of the relevant Instruments.

The Issuer may, with the consent of the Fiscal Agent, but without the consent of the Holders of the Instruments of any Series or Coupons, amend these Terms and Conditions, the Final Terms and the Deed of Covenant insofar as they may apply to such Instruments to correct a

manifest or a proven error. Subject as aforesaid, no other modification may be made to these Terms and Conditions, or the Deed of Covenant except with the sanction of an Extraordinary Resolution.

14. Notices

To Holders of Bearer Instruments

14.1 Notices to Holders of Bearer Instruments will, save where another means of effective communication has been specified herein or in the Final Terms, be deemed to be validly given if:

- (i) published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*); or
- (ii) if such publication is not practicable, published in a leading English language daily newspaper having general circulation in Europe; or
- (iii) if permitted by the rules of the relevant competent listing authority and/or stock exchange, in the case of Instruments represented by a Temporary Global Instrument or Permanent Global Instrument, delivered to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein; or
- (iv) in the case of Instruments represented by a Temporary Global Instrument or a Permanent Global Instrument which is held in the CMU Service, given to the persons shown in a "CMU Instrument Position Report" issued by the CMU Service on the Business Day immediately before the preceding Interest Payment Date, or (in the case of notices given pursuant to Condition 6.3 (*Redemption at the option of the Issuer*)) on the Business Day immediately before the date on which such notices are given, or any other date as agreed between the Hong Kong Paying Agent or Lodging Agent and the CMU Service holding interests in the relevant Temporary Global Instrument or Permanent Global Instrument, as the case may be.

The Issuer shall also ensure that notices are duly published in compliance with the requirements of each competent listing authority and/or stock exchange on or by which the Instruments are listed and/or traded. Any notice so given will be deemed to have been validly given: (a) on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers) or (b) unless it has been specified otherwise in the Final Terms on the date of such delivery to Euroclear and/or Clearstream, Luxembourg and/or such other clearing system or the persons shown in the "CMU Instrument Position Report". Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Instruments in accordance with this Condition. A copy of each notice given pursuant to this Condition will in any event be delivered to Euroclear, Clearstream, Luxembourg, the CMU Service and/or any other relevant clearing system.

To Holders of Registered Instruments

- 14.2 Notices to Holders of Registered Instruments will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by airmail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day.

15. Further Issues

The Issuer may from time to time, without the consent of the Holders of any Instruments, Receipts or Coupons, create and issue further instruments, bonds or debentures having the same terms and conditions as such Instruments in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination or the issue price thereof) so as to be consolidated to form a single series with the Instruments of any particular Series.

16. Substitution of the Issuer

- 16.1 The Issuer may, with respect to any Series of Instruments issued by it (the “**Relevant Instruments**”), without the consent of any Holder, substitute for itself any other body corporate incorporated in any country in the world as the debtor in respect of the Instruments and the Issue and Paying Agency Agreement (the “**Substituted Debtor**”) upon notice by the Issuer and the Substituted Debtor to be given by publication in accordance with Condition 14 (*Notices*), provided that:

- (i) the Issuer is not in default in respect of any amount payable under any of the Relevant Instruments;
- (ii) the Issuer and the Substituted Debtor have entered into such documents (the “**Documents**”) as are necessary to give effect to the substitution and in which the Substituted Debtor has undertaken in favour of each Holder of the Relevant Instruments to be bound by these Terms and Conditions, the provisions of the Issue and Paying Agency Agreement and the Deed of Covenant as the debtor in respect of such Instruments in place of the Issuer (or of any previous substitute under this Condition 16);
- (iii) if the Substituted Debtor is resident for tax purposes in a territory (the “**New Residence**”) other than that in which the Issuer prior to such substitution was resident for tax purposes (the “**Former Residence**”), the Documents contain an undertaking and/or such other provisions as may be necessary to ensure that each Holder of the Relevant Instruments has the benefit of an undertaking in terms corresponding to the provisions of Condition 8 (*Taxation*) and the Substituted Debtor has the benefit of rights in terms corresponding to Condition 6.2 (*Redemption for tax reasons*) with, where applicable, the substitution of references to the Former Residence with references to the New Residence;
- (iv) Westpac guarantees the obligations of the Substituted Debtor in relation to

outstanding Relevant Instruments;

- (v) the Substituted Debtor and the Issuer have obtained all necessary governmental approvals and consents for such substitution and for the performance by the Substituted Debtor of its obligations under the Documents and for the performance by the Issuer of its obligations under the guarantee referred to above as they relate to the obligations of the Substituted Debtor under the Documents;
- (vi) each competent listing authority and/or stock exchange on or by which the Relevant Instruments are admitted to listing and/or trading shall have confirmed that, following the proposed substitution of the Substituted Debtor, the Relevant Instruments will continue to be admitted to listing and/or trading by the relevant competent listing authority and/or stock exchange; and
- (vii) if applicable, the Substituted Debtor has appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Relevant Instruments and any Coupons.

16.2 Upon such substitution the Substituted Debtor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Relevant Instruments and the Issue and Paying Agency Agreement with the same effect as if the Substituted Debtor had been named as the Issuer therein, and the Issuer shall be released from its obligations under the Relevant Instruments and under the Issue and Paying Agency Agreement.

16.3 After a substitution pursuant to Condition 16.1, the Substituted Debtor may, without the consent of any Holder, effect a further substitution. All the provisions specified in Conditions 16.1 and 16.2 shall apply, *mutatis mutandis*, and references in these Terms and Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substituted Debtor.

16.4 After a substitution pursuant to Conditions 16.1 or 16.3 any Substituted Debtor may, without the consent of any Holder, reverse the substitution, *mutatis mutandis*.

16.5 The Documents shall be delivered to, and kept by, the Fiscal Agent. Copies of the Documents will be available free of charge at the Specified Office of each of the Paying Agents.

17. Currency Indemnity

The currency or currencies in which the Instruments are payable from time to time, as specified in these Terms and Conditions or the Final Terms (each a “**Contractual Currency**” and together the “**Contractual Currencies**”), is the only currency or are the only currencies of account and payment for applicable sums payable by the Issuer in respect of the Instruments, including damages. Any amount received or recovered in a currency other than the Contractual Currency applicable to the payment to which such amount is referable (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder of an Instrument, Receipt or Coupon in respect of any sum expressed to be due to it from the Issuer in such Contractual Currency shall only

constitute a discharge to the Issuer to the extent of the amount in such Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the applicable Contractual Currency expressed to be due to any Holder of an Instrument, Receipt or Coupon in respect of such Instrument, Receipt or Coupon the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute separate and independent obligations from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of an Instrument, Receipt or Coupon and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Instruments, Receipts or Coupons or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of an Instrument, Receipt or Coupon and no proof or evidence of any actual loss will be required by the Issuer.

18. Waiver and Remedies

No failure to exercise, and no delay in exercising, on the part of the Holder of any Instrument, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

19. Law and Jurisdiction

- 19.1 The Instruments, the Issue and Paying Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, English law. Any matter, claim or dispute arising out of or in connection with the Instruments, the Issue and Paying Agency Agreement and the Deed of Covenant, whether contractual or non-contractual, is governed by, and shall be determined in accordance with, English law.
- 19.2 Subject as provided in Condition 19.4, the courts of England and Wales have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising from or connected with the Instruments.
- 19.3 The Issuer agrees that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- 19.4 Condition 19.2 is for the benefit of the Holders of the Instruments only. As a result, nothing in this Condition 19 shall prevent any Holder of the Instruments from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Holders of the Instruments may take concurrent Proceedings in any number of jurisdictions.
- 19.5 The Issuer agrees that if at any time it ceases to be registered under Part 34 of the

Companies Act 2006 it will appoint a person with a registered office in London as its agent to accept service of process in the United Kingdom on its behalf in respect of any Proceedings.

20. Third Parties

No person shall have any right to enforce any term or condition of any Instrument under the *Contracts (Rights of Third Parties) Act 1999* but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

PRO FORMA FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Instruments under the Programme with a denomination of less than €100,000 (or its equivalent in another currency), amended (if necessary) and completed to reflect the particular terms of the relevant Instruments and their issue.

FINAL TERMS

Series No.: []

Tranche No.: []

WESTPAC BANKING CORPORATION ABN 33 007 457 141**Programme for the Issuance of Debt Instruments****Issue of****[Aggregate Principal Amount of Tranche] [Title of Instruments]****by Westpac Banking Corporation**

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC, as amended) (each a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Instruments. Accordingly, any person making or intending to make an offer of the Instruments may only do so:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in paragraph 39 of Part A below, provided such person is one of the persons mentioned or a person of a kind specified in paragraph 39 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Instruments in any other circumstances.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Base Prospectus dated 14 November 2014 [and the supplement to the Base Prospectus dated [•], which [together] constitute[s]] a base prospectus for the purposes of *Directive 2003/71/EC*, as amended (the "**Prospectus Directive**"). This document constitutes the Final Terms for the purposes of Article 5.4 of the

Prospectus Directive relating to the issue of Instruments described herein and must be read in conjunction with such Base Prospectus dated 14 November 2014 [as so supplemented].

Full information on the Issuer and the Instruments described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus. However, a summary of the issue of the Instruments (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus is available for viewing at Camomile Court, 23 Camomile Street, London EC3A 7LL, United Kingdom, and at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> and copies may be obtained from the Specified Offices of the Paying Agents.]

PART A: Contractual Terms

- | | | |
|-----|---|--|
| 1. | Issuer and Designated Branch: | [Westpac Banking Corporation acting through its head office] |
| 2. | If not syndicated, Relevant Dealer/Lead Manager: | [Name [and address/Not Applicable] |
| 3. | Syndicated: | [Applicable/Not Applicable]] |
| | (i) If syndicated, names of Dealers [and underwriting commitments]: | [Not Applicable/[•]] |
| | (ii) Date of Subscription Agreement: | [•] |
| 4. | Date of Board Approval of the Issuer: | [•]/[Not Applicable, save as discussed in Section [2] of the "General Information" section in the Base Prospectus] |
| 5. | Status: | Senior |
| 6. | Specified Currency: | |
| | (i) of denomination: | [•] |
| | (ii) of payment: | [•]/[•] for the payment of any Interest Amount, and [•] for the payment of any other amount in respect of the Instruments, including the Redemption Amount |
| 7. | Aggregate Principal Amount of Tranche: | [•] |
| 8. | If interchangeable with existing Series, Series No.: | [•] |
| 9. | (i) Issue Date: | [•] |
| | (ii) Interest Commencement Date: | [•] |
| 10. | Issue Price: | [•] |
| 11. | Maturity Date: | [•], subject to adjustment in accordance with the Business Day Convention specified in paragraph [20(iv), 21(iv) or 23(vii)]. |
| 12. | Expenses: | [•] |

13. (i) Form of Instruments: [Bearer/Registered]
- (ii) Bearer Instruments exchangeable for Registered Instruments: [Yes/No]
14. If issued in bearer form:
- (i) Initially represented by a Temporary Global Instrument or Permanent Global Instrument: [Temporary Global Instrument]/[Permanent Global Instrument]
- (ii) Temporary Global Instrument exchangeable for a Permanent Global Instrument or for Definitive Instruments and/or (if the relevant Series comprises both Bearer Instruments and Registered Instruments) Registered Instruments: [Yes/No]
[The Exchange Date shall be [*]]
- (iii) Specify date (if any) from which exchanges for Registered Instruments will be made: [*]/[Exchanges may be made at any time]
- (iv) Permanent Global Instrument exchangeable at the option of the bearer for Definitive Instruments and/or (if the relevant Series comprises both Bearer Instruments and Registered Instruments) Registered Instruments: [No. Permanent Global Instruments are only exchangeable for Definitive Instruments in the limited circumstances set out in Conditions 2.5(a) and (b)]
- (v) Talons for future Coupons to be attached to Definitive Instruments: [Yes/No] [As the Instruments have more than 28 Coupons, Talons will be attached]
- (vi) Receipts to be attached to Instalment Instruments which are Definitive Instruments: [Yes/No] [The following Receipts will be attached to the Instruments: [*]]
15. If issued in registered form: [Regulation S Global Note (U.S.\$/€[*] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority]]

[Rule 144A Global Note (U.S.\$[*] nominal amount) registered in the name of a nominee]

for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority]]

16. Denomination(s): [[•] and integral multiples of [•] in excess thereof up to and including [•]. No Definitive Instruments will be issued with a denomination above [•]]
- [17. Partly Paid Instruments: [Yes/No]
- (i) Number of instalments: [•]
- (ii) Amount of each instalment: [•]
- (iii) Date(s) of payment: [•]
- (iv) Method of payment: [•]
- (v) First Forfeiture Date: [•]
18. If issued in registered form:
- Registrar: [•]
19. Interest: [[•] per cent. Fixed Rate]
- [[•] month
- [[USD LIBOR/GBP LIBOR/CAD LIBOR/EURIBOR/CHF LIBOR/JPY LIBOR/NZD LIBOR/HIBOR/SIBOR] [+/- [•]] per cent. Floating Rate]
- [Zero Coupon]
20. Fixed Rate Instrument Provisions: [Applicable/Not Applicable/Applicable for the period from and including [•] to but excluding [•]]
- (i) Interest Rate(s): [•] per cent. per annum - [payable [annually/semi annually/quarterly /monthly] in

| | |
|------------------------------------|--|
| | arrear] |
| (ii) Interest Payment Date(s): | [•] in each year [subject to adjustment in accordance with the Business Day Convention specified in paragraph 20(iv)/No Adjustment] |
| (iii) Interest Period End Date(s): | [•]/Interest Payment Dates |
| (iv) Business Day Convention: | [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ FRN Convention/Eurodollar Convention/No Adjustment] |
| [- for Interest Payment Dates: | [•]] |
| [- for Interest Period End Dates: | [•]] |
| [- for Maturity Date: | [•]] |
| [- any other date: | [•]] |
| (v) Fixed Coupon Amount[(s)]: | [•] per Calculation Amount |
| (vi) Day Count Fraction: | ["Actual/Actual (ICMA)"/"Actual/365"/"Actual/Actual (ISDA)"/"Actual/365 (Fixed)"/"Actual/360"/"30/360"/"30E/360"/"Eurobond Basis"/ "30E/360 (ISDA)"] |
| (vii) Determination Date: | [•] in each year |
| (viii) Broken Amount(s): | [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on][•] |
| (ix) Accrual Feature: | [Not Applicable]/[Applicable] |
| - Applicable Swap Rate: | [USD-ISDA-Swap Rate/[•] (as defined in the ISDA Definitions)] |
| - Applicable Rate thresholds: | Greater than or equal to [•] per cent. and less than or equal to [•] per cent. |
| - Observation Period: | [the period which starts [•]New York and London Banking Days prior to the beginning of the relevant Interest Accrual Period and ends [•] New York and London Banking Days prior to the end of such Interest Accrual |

| | |
|---|--|
| | Period]/ [Interest Accrual Period] |
| - Designated Maturity: | [•] |
| (x) Additional Business Centre(s): | [Not Applicable/[•]] |
| 21. Floating Rate Instrument Provisions: | [Applicable/Not Applicable/Applicable for the period from and including [•] to but excluding [•]] |
| (i) Specified Period(s): | [•] |
| (ii) Interest Payment Dates: | [•], subject to adjustment in accordance with the Business Day Convention specified in paragraph 21(iv) |
| (iii) Interest Period End Dates or (if the applicable Business Day Convention below is the FRN Convention) Interest Accrual Period: | [•]/Interest Payment Dates |
| (iv) Business Day Convention: | [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Eurodollar Convention/No Adjustment] |
| [- for Interest Payment Dates: | [•]] |
| [- for Interest Period End Dates: | [•]] |
| [- for Maturity Date: | [•]] |
| [- any other date: | [•]] |
| (v) Additional Business Centre(s): | [Not Applicable/[•]] |
| (vi) Manner in which the Rate(s) of Interest is/are to be determined: | [Screen Rate Determination/ISDA Determination] |
| (vii) Screen Rate Determination: | [Applicable/Not Applicable] |
| - Reference Rate: | [•] month [•] [except for the Interest Period ending on [•] in which the Interest Rate will be determined using a linear interpolation between [•] month [•] and [•] month [•]] |

- Relevant Screen Page: [•]
 - Interest Determination Date(s): [•]
 - Relevant Time: [•]
 - Relevant Financial Centre: [•]
- (viii) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [•]
 - Designated Maturity: [•] [except for the Interest Period ending on [•] in which the Interest Rate will be determined using a linear interpolation between a Designated Maturity of [•] months and [•] months]
 - Reset Date: [•]
- (ix) Margin(s): [+/-][•] per cent. per annum
- (x) Minimum Interest Rate: [•] per cent. per annum
- (xi) Maximum Interest Rate: [•] per cent. per annum
- (xii) Day Count Fraction: ["Actual/Actual (ICMA)"/"Actual/365"/"Actual/Actual (ISDA)"/"Actual/365 (Fixed)"/"Actual/360"/"30/360"/"30E/360"/"Eurobond Basis"/ "30E/360 (ISDA)"]
- (xiii) Accrual Feature: [Not Applicable]/[Applicable]
- Applicable Swap Rate: [USD-ISDA-Swap Rate/[•]]
 - Applicable Swap Rate thresholds: Greater than or equal to [•] per cent. and less than or equal to [•] per cent.
 - Observation Period: [the period which starts [•] New York and London Banking Days prior to the beginning of the relevant Interest Accrual Period and ends [•] New York and London Banking Days prior to the end of such Interest Accrual Period]/[Interest Accrual Period]

- Designated Maturity: [•]
- (xiv) Broken Amounts: [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]
- 22. Zero Coupon Instrument Provisions: [Applicable/Not Applicable]
 - (i) Accrual Yield: [•] per cent. per annum
 - (ii) Reference Price: [•]
 - (iii) Day Count Fraction: ["Actual/Actual (ICMA)"/"Actual/365"/"Actual/Actual (ISDA)"/"Actual/365 (Fixed)"/"Actual/360"/"30/360"/"30E/360"/"Eurobond Basis"/ "30E/360 (ISDA)"]
 - (iv) Additional Business Centre(s): [Not Applicable/[•]]
- 23. Dual Currency Instrument Provisions: [Not Applicable/[Condition 5.5(ii)/Condition 5.5(iii) and (iv) is/are] Applicable]
 - (i) Rate of Exchange: [For the purposes of calculating the Interest Amount the Rate of Exchange is [•] per Calculation Amount]/[Not Applicable]
 - (ii) Interest Payment Dates: [•]
 - (iii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
 - (iv) Interest Period End Dates or (if the applicable Business Day Convention below is the FRN Convention) Interest Accrual Period: [•]
 - (v) Dual Currency Rate:
 - (vi) FX0: [•]
 - (vii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day

| | Convention/FRN Convention/Eurodollar Convention/No Adjustment] |
|---|---|
| – for Interest Payment Dates | [•] |
| – for Interest Period End Dates | [•] |
| – for Maturity Date | [•] |
| – any other date | [•] |
| (viii) Additional Business Centre(s): | [Not Applicable/[•]] |
| 24. Dates for payment of Instalment Amount (Instalment Instruments) | [•] |
| 25. Final Redemption Amount of each Instrument: | As determined in accordance with Condition [•] / [•] per Calculation Amount |
| 26. Instalment Amounts: | [•] |
| 27. Early Redemption for Tax Reasons: | [Applicable/Not Applicable] |
| (a) Early Redemption Amount of each Instrument (Tax): | [•] per Calculation Amount |
| (b) Date after which changes in law, etc. entitle Issuer to redeem: | [•]/[Issue Date] |
| 28. Coupon Switch Option: | [Applicable/Not Applicable] |
| 29. Coupon Switch Option Date: | [•] |
| 30. Redemption at the option of the Issuer (Call): | [Applicable/Not Applicable] |
| (i) Optional Redemption Date (Call): | [•] |
| (ii) Series redeemable in part: | [Yes/No] |
| (iii) Optional Redemption Amount (Call) of each instrument | [•] per Calculation Amount |
| (iv) Notice period: | [•] |
| 31. Partial redemption (Call): | [Applicable/Not Applicable] |

- (a) Minimum Redemption Amount: [•] per Calculation Amount
- (b) Maximum Redemption Amount: [•] per Calculation Amount
- (c) Notice period: [•]
32. Redemption at the option of the Holders (Put): [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount (Put) of each Instrument: [•] per Calculation Amount
- (iii) Notice period: [•]
33. Events of Default:
- Early Termination Amount: [•]
34. Payments:
- Unmatured Coupons missing upon Early Redemption: [Condition 7A.6 (i) applies]/[Condition 7A.6 (ii) applies]
35. Replacement of Instruments: [•]
36. Calculation Agent: [•]/[Not Applicable]
37. Notices: Condition 14 applies
38. Selling Restrictions:
- United States of America: [Regulation S Category 2 restrictions apply to the Instruments]
- [[TEFRA C/TEFRA D] Rules apply to the Instruments]/[TEFRA Not Applicable]
- Instruments [are/are not] Rule 144A eligible
- [Exchange Date is [•]]
39. Public Offer: [Applicable]/[Not Applicable]
- (a) Name and address of financial intermediaries authorised to offer the Instruments: [•]
[General Consent Applicable]/[Specific Consent Applicable]

- (b) Country(ies) where the Public Offer may take place: [•] (the "**Public Offer Jurisdictions**")
[Not Applicable]/[•]
- (c) Further conditions attached to the consent to use:

WESTPAC BANKING CORPORATION

By:

Name:

Date:

PART B: Other information**1. Listing**

- (i) Listing: [Yes, to be admitted to the Official List of the UK Financial Conduct Authority]
- (ii) Admission to trading: [Application has been made for the Instruments to be admitted to trading on the London Stock Exchange's regulated market with effect from [•]]

2. Ratings

- [(i)] [Ratings of the Instruments: [Standard and Poor's (Australia) Pty Limited: [•]]
- [Moody's Investors Service Pty Limited: [•]]

3. Interests of natural and legal persons involved in the issue

[•]/[Save as discussed in the ["Subscription and Sale"] section of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer.]

4. Reasons for the offer, estimated net proceeds and total expenses

- (i) Reasons for the offer and use of proceeds: [•]
- (ii) Estimated net proceeds: [•]
- (iii) Estimated total expenses: [•]

5. Yield

Indication of yield: [•]

6. Historical interest, FX and other rates

Details of historical [•]/[USD – ISDA Swap Rate]/[AUD/JPY exchange] rates can be obtained from [Reuters]/[•].

7. Description of the Underlying

[The USD-ISDA Swap Rate is: [•]]

[The bid and offered rate for AUD/JPY is the spot price from time to time of the Australian Dollar as against the Japanese Yen.]/[•]

8. Operational information

| | |
|--|--------------------------------------|
| ISIN: | [•] |
| Common Code: | [•] |
| Common Depository/Lodging Agent: | [•] |
| Any clearing system(s) other than EuroclearBank SA/NV, Clearstream Banking Société Anonyme and the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority: | [Not Applicable]/[•] |
| CMU Service Instrument Number: | [Not Applicable]/[•] |
| Settlement Procedures: | [•] |
| [Delivery]: | [Delivery [against/free of] payment] |
| Names and addresses of additional Paying Agent(s) (if any): | [•] |

9. Terms and conditions of the offer

| | |
|--|----------------------|
| Offer price: | [Not Applicable]/[•] |
| Conditions to which offer is subject: | [Not Applicable]/[•] |
| Total amount of the offer and, if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer: | [Not Applicable]/[•] |
| The time period, including any possible amendments, during which the offer will be open and a description of the application: | [Not Applicable]/[•] |
| Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: | [Not Applicable]/[•] |
| Details of minimum and/or maximum amount of application: | [Not Applicable]/[•] |
| Details of the method and time limits for paying up and delivering the Instruments: | [Not Applicable]/[•] |

Manner in and date on which results of the offer are to be made public: [Not Applicable]/[*]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable]/[*]

Whether tranche(s) have been reserved for certain countries: [Not Applicable]/[*]

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made: [Not Applicable]/[*]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable]/[*]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [None]/[*]

ANNEX – FORM OF ISSUE SPECIFIC SUMMARY

[Issuer to annex form of issue specific summary to the Final Terms]

PRO FORMA FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Instruments under the Programme with a denomination of at least €100,000 (or its equivalent in another currency), amended (if necessary) and completed to reflect the particular terms of the relevant Instruments and their issue.

FINAL TERMS

Series No.: []

Tranche No.: []

WESTPAC BANKING CORPORATION ABN 33 007 457 141

Programme for the Issuance of Debt Instruments

Issue of

[Aggregate Principal Amount of Tranche]

[Title of Instruments]

by Westpac Banking Corporation

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Base Prospectus dated 14 November 2014 [and the supplement to the Base Prospectus dated [•]/and any other supplement to the Base Prospectus prepared by the Issuer from time to time], which [together] constitute[s] a base prospectus for the purposes of *Directive 2003/71/EC*, as amended (the “**Prospectus Directive**”). This document constitutes the Final Terms for the purposes of Article 5.4 of the Prospectus Directive relating to the issue of Instruments described herein and must be read in conjunction with such Base Prospectus dated 14 November 2014 [as so supplemented].

Full information on the Issuer and the Instruments described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus dated 14 November 2014 [as so supplemented]. However, a summary of the issue of the Instruments (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus is available for viewing at Camomile Court, 23 Camomile Street, London EC3A 7LL, United Kingdom, and at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> and copies may be obtained from the Specified Offices of the Paying Agents.]

PART A: Contractual Terms

1. Issuer and Designated Branch: [Westpac Banking Corporation acting through its head office]
2. Date of Board Approval of Issuer: [•]/[Not Applicable, save as discussed in Section 2 of the “General Information” section of the Base Prospectus]
3. Status: Senior
4. Specified Currency:
 - (i) of denomination: [•]
 - (ii) of payment: [•]/[•] for the payment of any Interest Amount
5. Aggregate Principal Amount of Tranche: [•]
6. If interchangeable with existing Series, Series No.: [•]
7.
 - (i) Issue Date: [•]
 - (ii) Interest Commencement Date: [•]
8. Issue Price: [•]
9. Maturity Date: [•], subject to adjustment in accordance with the Business Day Convention specified in paragraph [18(iv), 19(iv) or 21(vii)]
10. Expenses: [•]
11.
 - (i) Form of Instruments: [Bearer/Registered]
 - (ii) Bearer Instruments exchangeable for Registered Instruments: [Yes/No]
12. If issued in bearer form:
 - (i) Initially represented by a Temporary Global Instrument or Permanent Global Instrument: [Temporary Global Instrument]/[Permanent Global Instrument]
 - (ii) Temporary Global Instrument exchangeable for a Permanent Global Instrument or for Definitive Instruments and/or (if the relevant Series comprises both Bearer [Yes/No]
[The Exchange Date shall be [•]]

Instruments and Registered
Instruments) Registered
Instruments:

- (iii) Specify date (if any) from which exchanges for Registered Instruments will be made: [•]/[Exchanges may be made at any time]
- (iv) Permanent Global Instrument exchangeable at the option of the bearer for Definitive Instruments and/or (if the relevant Series comprises both Bearer Instruments and Registered Instruments) Registered Instruments: [No. Permanent Global Instruments are only exchangeable for Definitive Instruments in the limited circumstances set out in Conditions 2.5(a) and (b)]
- (v) Talons for future Coupons to be attached to Definitive Instruments: [Yes/No] [As the Instruments have more than 28 Coupons, Talons will be attached]
- (vi) Receipts to be attached to Instalment Instruments which are Definitive Instruments: [Yes/No] [The following Receipts will be attached to the Instruments: [•]]
13. If issued in registered form: [Regulation S Global Note (U.S.\$/€[•] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority]
- [Rule 144A Global Note (U.S.\$[•] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority]
14. Denomination(s): [[•] and integral multiples of [•] in excess thereof up to and including [•]. No Definitive Instruments will be issued with a denomination above [•]]
15. Partly Paid Instruments: [Yes/No]
- (i) Number of instalments: [•]
- (ii) Amount of each instalment: [•]
- (iii) Date(s) of payment: [•]

- (iv) Method of payment: [•]
- (v) First Forfeiture Date: [•]
16. If issued in registered form: Registrar: [•]
17. Interest: [[•] per cent. Fixed Rate]
- [[•] month]
- [[USD LIBOR/GBP LIBOR/CAD
LIBOR/EURIBOR/CHF LIBOR/JPY LIBOR/NZD
LIBOR/HIBOR/SIBOR][+/- [•]] per cent. Floating
Rate]
- [Zero Coupon]
18. Fixed Rate Instrument Provisions: [Applicable/Not Applicable/Applicable for the
period from and including [•] to but excluding [•]]
- (i) Interest Rate[(s)]: [•] per cent. per annum [payable [annually/semi-
annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [subject to adjustment in
accordance with the Business Day Convention
specified in paragraph 18(iv)/No Adjustment]
- (iii) Interest Period End Date(s): [•]/Interest Payment Dates
- (iv) Business Day Convention: [Floating Rate Convention/Following Business
Day Convention/Modified Following Business
Day Convention/Preceding Business Day
Convention/ FRN Convention/Eurodollar
Convention/No Adjustment]
- [- for Interest Payment Dates: [•]]
- [- for Interest Period End Dates: [•]]
- [- for Maturity Date: [•]]
- [- any other date: [•]]
- (v) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (vi) Day Count Fraction: [“Actual/Actual
(ICMA)”/“Actual/365”/“Actual/Actual
(ISDA)”/“Actual/365

| | |
|---|---|
| | (Fixed)"/"Actual/360"/"30/360"/"30E/360"/ "Eurobond Basis"/ "30E/360 (ISDA)"] |
| | [•] in each year |
| (vii) Determination Date: | |
| (viii) Broken Amount(s): | [•] per Calculation Amount payable on the Interest Payment Date falling [in/on][•] |
| (ix) Accrual Feature | [Not Applicable]/[Applicable] |
| – Applicable Swap Rate: | [USD-ISDA-Swap Rate/[•] (as defined in the ISDA Definitions)] |
| – Applicable Swap Rate thresholds: | Greater than or equal to [•] per cent. and less than or equal to [•] per cent. |
| – Observation Period: | [The period which starts [•] New York and London Banking Days prior to the beginning of the relevant Interest Accrual Period and ends [•] New York and London Banking Days prior to the end of such Interest Accrual Period]/[Interest Accrual Period] |
| – Designated Maturity | [•] |
| (x) Additional Business Centre(s): | [Not Applicable/[•]] |
| 19. Floating Rate Instrument Provisions: | [Applicable/Not Applicable/Applicable for the period from and including [•] to but excluding [•]] |
| (i) Specified Period(s): | [•] |
| (ii) Interest Payment Dates: | [•], subject to adjustment in accordance with the Business Day Convention specified in paragraph 19(iv) |
| (iii) Interest Period End Dates or (if the applicable Business Day Convention below is the FRN Convention) Interest Accrual Period: | [•] |
| (iv) Business Day Convention: | [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Eurodollar Convention/No Adjustment] |

| | |
|---|--|
| [- for Interest Payment Dates: | [•]] |
| [- for Interest Period End Dates: | [•]] |
| [- for Maturity Date: | [•]] |
| [- any other date: | [•]] |
| (v) Additional Business Centre(s): | [Not Applicable/[•]] |
| (vi) Manner in which the Rate(s) of Interest is/are to be determined: | [Screen Rate Determination/ISDA Determination] |
| (vii) Screen Rate Determination: | [Applicable/Not Applicable] |
| – Reference Rate: | [•] month [•] [except for the Interest Period ending on [•] in which the Interest Rate will be determined using a linear interpolation between [•] month [•] and [•] month [•]] |
| – Relevant Screen Page: | [•] |
| – Interest Determination Date(s): | [•] |
| – Relevant Time: | [•] |
| – Relevant Financial Centre: | [•] |
| (viii) ISDA Determination: | [Applicable/Not Applicable] |
| – Floating Rate Option: | [•] |
| – Designated Maturity: | [•] [except for the Interest Period ending on [•] in which the Interest Rate will be determined using a linear interpolation between a Designated Maturity of [•] months and [•] months] |
| – Reset Date: | [•] |
| (ix) Margin(s): | [+/-][•] per cent. per annum |
| (x) Minimum Interest Rate: | [•] per cent. per annum |
| (xi) Maximum Interest Rate: | [•] per cent. per annum |
| (xii) Day Count Fraction: | [“Actual/Actual (ICMA)”/“Actual/365”/“Actual/Actual (ISDA)”/“Actual/365 |

| | | |
|---|--|---|
| | | (Fixed)"/"Actual/360"/"30/360"/"30E/360"/ "Eurobond Basis"/ "30E/360 (ISDA)"] |
| | | [Not Applicable]/[Applicable] |
| (xiii) Accrual Feature: | | [USD-ISDA-Swap Rate/[•]] |
| – Applicable Swap Rate: | | Greater than or equal to [•] per cent. and less than or equal to [•] per cent. |
| – Applicable Swap Rate thresholds: | | [the period which starts [•] New York and London Banking Days prior to the beginning of the relevant Interest Accrual Period and ends [•] New York and London Banking Days prior to the end of such Interest Accrual Period]/[Interest Accrual Period] |
| – Observation Period: | | [•] |
| – Designated Maturity: | | [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•] |
| (xiv) Broken Amounts: | | [•] |
| 20. Zero Coupon Instrument Provisions: | | [Applicable/Not Applicable] |
| (i) Accrual Yield: | | [•] per cent. per annum |
| (ii) Reference Price: | | [•] |
| (iii) Day Count Fraction: | | ["Actual/Actual (ICMA)"/"Actual/365"/"Actual/Actual (ISDA)"/"Actual/365 (Fixed)"/"Actual/360"/"30/360"/"30E/360"/ "Eurobond Basis"/ "30E/360 (ISDA)"] |
| (iv) Additional Business Centre(s): | | [Not Applicable/[•]] |
| 21. Dual Currency Instrument Provisions: | | [Not Applicable/[Condition 5.5(ii)/Condition 5.5(iii) and (iv) is/are] Applicable] |
| (i) Rate of Exchange: | | [For the purposes of calculating the Interest Amount in respect of the Instruments the Rate of Exchange is [•] per Calculation Amount]/[Not Applicable]] |
| (ii) Interest Payment Dates: | | [•] |
| (iii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: | | [•] |

- (iv) Interest Period End Dates or (if the applicable Business Day Convention below is the FRN Convention) Interest Accrual Period: [•]
- (v) Dual Currency Rate: [•]
- (vi) FX0: [•]
- (vii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Eurodollar Convention/No Adjustment]
- for Interest Payment Dates [•]
 - for Interest Period End Dates [•]
 - for Maturity Date [•]
 - any other date [•]
- (viii) Additional Business Centre(s): [Not Applicable/[•]]
22. Dates for payment of Instalment Amounts (Instalment Instruments): [•]
23. Final Redemption Amount of each Instrument: As determined in accordance with Condition [•] / [•] per Calculation Amount
24. Instalment Amounts: [•]
25. Early Redemption for Tax Reasons: [Applicable/Not Applicable]
- (a) Early Redemption Amount of each Instrument (Tax): [•] per Calculation Amount
 - (b) Date after which changes in law, etc. entitle Issuer to redeem: [[•]/Issue Date]
26. Coupon Switch Option: [Applicable/Not Applicable]
27. Coupon Switch Option Date: [•]
28. Redemption at the option of the Issuer (Call): [Applicable/Not Applicable]

- (i) Optional Redemption Date (Call): [•]
 - (ii) Series redeemable in part: [Yes/No]
 - (iii) Optional Redemption Amount (Call) of each Instrument: [•] per Calculation Amount
 - (iv) Notice period: [•]
29. Partial redemption (Call): [Applicable/Not Applicable]
- (i) Minimum Redemption Amount: [•] per Calculation Amount
 - (ii) Maximum Redemption Amount: [•] per Calculation Amount
 - (iii) Notice period: [•]
30. Redemption at the option of the Holders (Put): [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
 - (ii) Optional Redemption Amount (Put) of each Instrument: [•] per Calculation Amount
 - (iii) Notice period: [•]
31. Events of Default:
- Early Termination Amount [•]
32. Payments:
- Unmatured Coupons missing upon Early Redemption: [Condition 7A.6 (i) applies]/[Condition 7A.6 (ii) applies]
33. Replacement of Instruments: [•]
34. Calculation Agent: [•]/[Not Applicable]
35. Notices: Condition 14 applies
36. Selling Restrictions:
- United States of America: [Regulation S Category 2 restrictions apply to the Instruments]
- [TEFRA C/TEFRA D] Rules apply to the Instruments/[TEFRA Not Applicable]

Instruments [are/are not] Rule 144A eligible

[Exchange Date is [*]]

WESTPAC BANKING CORPORATION

By:

Name:

Date:

PART B: Other information

37. Listing

- (i) Listing: [Yes, to be admitted to the Official List of the UK Financial Conduct Authority]
- (ii) Admission to trading: [Application has been made for the Instruments to be admitted to trading on the London Stock Exchange's regulated market with effect from [•]]

38. Ratings

- [(i)] [Ratings of the Instruments: [Standard and Poor's (Australia) Pty Limited: [•]]
- [Moody's Investors Service Pty Limited: [•]]

39. Interests of natural and legal persons involved in the issue

[•]/[Save as discussed in the ["Subscription and Sale"] section of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer.]

40. Estimated total expenses

Estimated total expenses: [•]

41. Yield

Indication of yield: [•]

42. Operational information

ISIN: [•]

Common Code: [•]

Common Depositary/Lodging Agent: [•]

Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking Société Anonyme and the Central Money Markets Unit Service operated by the Hong Kong Monetary Authority: [Not Applicable]/[•]

CMU Service Instrument Number: [Not Applicable]/[•]

Names and addresses of additional Paying Agent(s) (if any): [•]

43. Description of the Underlying

[The USD-ISDA Swap Rate is [•]]

[The bid and offered rate for AUD/JPY is the spot price from time to time of the Australian Dollar as against the Japanese Yen.]/[•]

ANNEX – FORM OF ISSUE SPECIFIC SUMMARY

[Issuer to annex form of issue specific summary to the Final Terms]

USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Instruments will be used by the Issuer for general funding purposes.

WESTPAC BANKING CORPORATION

Overview

Westpac is one of the four major banking organisations in Australia and one of the largest banking organisations in New Zealand. Westpac provides a broad range of banking and financial services in these markets, including consumer, business and institutional banking and wealth management services.

Westpac has branches, affiliates and controlled entities¹ (the “**Westpac Group**”) throughout Australia, New Zealand and the Pacific region, and maintains branches and offices in some of the key financial centres around the world.

Westpac was founded in 1817 and was the first bank established in Australia. In 1850, Westpac was incorporated as the Bank of New South Wales by an Act of the New South Wales Parliament. In 1982 Westpac changed its name to Westpac Banking Corporation following its merger with the Commercial Bank of Australia. On 23 August 2002, Westpac was registered as a public company limited by shares under the *Australian Corporations Act 2001*.

Westpac’s principal office is located at 275 Kent Street, Sydney, New South Wales 2000, Australia and its telephone number is (+61) (2) 9293 9270.

The registered business number of Westpac is A.B.N. 33 007 457 141.

As at 30 September 2014, Westpac’s market capitalisation was A\$ 100 billion² and it had total assets of A\$ 771 billion.

Westpac’s operations comprise the following key customer-facing business divisions operating under multiple brands, serving around 12.8 million customers³:

Australian Financial Services (“**AFS**”) is responsible for the Westpac Group’s Australian retail banking, business banking and wealth operations. AFS also includes the product and risk responsibilities for Australian banking. It incorporates the operations of Westpac Retail & Business Banking (“**Westpac RBB**”), St.George Banking Group (“**St.George**”) and BT Financial Group Australia (“**BTFG**”).

- Westpac RBB, is responsible for sales and service to consumer, small to medium enterprise (“**SME**”), commercial and agribusiness customers (with turnover of up to

¹ Refer to note 39 of Westpac’s 2014 audited consolidated financial statements (which are incorporated by reference in this Base Prospectus) for a list of Westpac’s controlled entities as at 30 September 2014.

² Market capitalisation is based on the closing share price of Westpac’s ordinary shares on the ASX as at 30 September 2014.

³ All customers, primary and secondary, with an active relationship (excludes channel only and potential relationships) as at 30 September 2014.

A\$100 million) in Australia under the Westpac brand. Activities are conducted through Westpac RBB's network of branches, third party distributors, call centres, automatic teller machines ("**ATMs**"), EFTPOS terminals, internet and mobile banking services, business banking centres and specialised consumer and business relationship managers. Support is provided by cash flow, trade finance, transactional banking, financial markets, property finance and wealth specialists;

- St.George, is responsible for sales and service to consumer, SME and corporate customers (businesses with facilities up to A\$150 million) in Australia under the St.George, BankSA, Bank of Melbourne and RAMS brands. RAMS is a financial services group specialising in mortgages and online deposits. Activities are conducted through St.George's network of branches, third-party distributors, call centres, ATMs, EFTPOS terminals, internet and mobile banking services, business banking centres and specialised consumer and business relationship managers. Support is provided by cash flow, trade finance, transactional banking, automotive and equipment finance, financial markets, property finance and wealth specialists; and
- BTFG, is Westpac's Australian wealth division. BTFG's funds management operations include the manufacturing and distribution of investment, superannuation and retirement products, investment platforms including BT, Wrap and Asgard, private banking, financial planning as well as equity capability and broking. BTFG's insurance solutions cover the manufacturing and distribution of life, general and lenders mortgage insurance. BTFG's brands include Advance Asset Management, Ascalon, Asgard, BT, BT Investment Management (60.76 per cent. owned by the Westpac Group and consolidated in BTFG's Funds Management business), BT Select, Licensee Select, Securitor, and the Advice, Private Banking and Insurance operations of Bank of Melbourne, BankSA, St.George and Westpac.

Westpac Institutional Bank ("**WIB**") delivers a broad range of financial services to commercial, corporate, institutional and government customers with connections to Australia and New Zealand, this includes a growing customer base in Asia. WIB operates through dedicated industry relationship and specialist product teams, with expert knowledge in transactional banking, financial and debt capital markets, specialised capital and alternative investment solutions. Customers are supported through branches and subsidiaries located in Australia, New Zealand, Asia, the United States, and the United Kingdom.

Westpac New Zealand is responsible for the sales and service of banking, wealth and insurance products for consumers, business and institutional customers in New Zealand. Westpac conducts its New Zealand banking business through two banks in New Zealand:

- Westpac New Zealand Limited, which is incorporated in New Zealand; and
- Westpac Banking Corporation (NZ Division), a branch of Westpac, which is incorporated in Australia. The division operates via an extensive network of branches and ATMs across both the North and South Islands.

Business and institutional customers are also served through relationship and specialist product teams. Banking products are provided under the Westpac and WIB brands while insurance and wealth products are provided under Westpac Life and BT brands, respectively.

Other divisions in the Westpac Group include:

- Westpac Pacific, which provides banking services for retail and business customers in seven Pacific Island nations. Branches, ATMs, telephone banking and internet banking channels are used to deliver business activities in Fiji, Papua New Guinea, Vanuatu, Cook Islands, Tonga, Solomon Islands and Samoa. Westpac Pacific's financial products include personal savings, business transactional accounts, personal and business lending products, business services and a range of international products;
- Group Services, which encompassing technology, banking operations, compliance, legal and property services;
- Treasury, which is primarily focused on the management of the Group's interest rate risk and funding requirements; and
- Core Support, which comprises those functions performed centrally, including finance, risk and human resources.

Trends

Australian economic conditions gradually improved over 2014 with steady growth in private consumption, a pick-up in housing activity and a rise in resource exports offsetting the mining-led reduction in business investment. GDP growth lifted from 2.6% in December quarter 2013 to 3.1% in June quarter 2014 and is expected to remain at this pace through to the end of 2014. In 2015, Westpac expects a further lifting in GDP growth to 3.2%.

The international environment remains challenging with an 8% decline in Australia's terms of trade over the past year, associated with a slowdown in China, which in turn affected national income. Looking ahead, Westpac expects world growth to strengthen in 2015 to 3.7% from 2.9% this year as the major developed economies see some modest firming in growth and activity, and as China stabilises.

Domestically, Westpac anticipates that the mining investment reduction will likely continue in 2015 but Westpac expects an offset from a lift in consumer spending and non-mining business investment, along with a continued rise in resource exports.

While consumers generally remain cautious, their balance sheets are strengthening with good growth in deposits and investments along with improving house prices. This is expected to translate to higher growth in the year ahead. Housing has already shown a clear response to record low interest rates with new dwelling investment showing its strongest growth since 2002. Westpac expects that building activity will remain at high levels in coming quarters, before moderating a little over 2015.

There are also improving prospects for a modest rise in non-mining business investment, particularly in the services sector in response to stronger household demand. Together, these trends suggest a modest but sustained increase in business activity in the year ahead.

Offsetting these improvements, Westpac anticipates that the economy will continue to encounter some headwinds to growth. In addition to the ongoing mining investment downturn, lower public spending is also expected to be a restraint with governments at all levels focused on budget repair.

Near term, Westpac expects the mix of controlled inflation, modest employment growth and below trend GDP growth to see the Reserve Bank maintain its current accommodative stance of monetary policy, holding the cash rate at 2.5%. However, as international conditions improve and domestic demand shows signs of firming, Westpac expects the RBA to begin a gradual tightening of monetary policy in the second half of 2015.

Price pressures are likely to remain benign with core CPI inflation easing back towards 2.5% in 2015 and wages growth subdued. Labour markets remain soft and Westpac only expects to see a gradual improvement with the unemployment rate rising marginally to 6.2% in early 2015 and only declining slightly by the end of the year.

For the financial services sector, Westpac expects demand for credit to rise modestly with credit growth lifting to around 7% in 2015, up from closer to 6% in 2014. Housing credit is likely to remain solid, while business credit growth is likely to continue rising off its relatively modest base. Growth in funds management is expected to be a little stronger as the population continues to direct more savings to superannuation and prepare for retirement.

The use of digital channels by customers to conduct their banking continued to rise over the year with the use of mobile channels accelerating quickly. These trends are expected to have a significant impact on financial services companies and Westpac will need to continue adjusting its business model to meet these changing customer needs.

Westpac, has responded to changes in the operating environment and this has been reflected in its performance and in the execution of its customer centric strategy which has seen an improvement in customer satisfaction. In the year ahead Westpac will continue to focus on its strategic priorities including:

- remaining strong in its capital, funding and liquidity positions. This includes meeting the new Liquidity Coverage Ratio ("**LCR**") requirements from 1 January 2015 and being well prepared to respond to further regulatory change;
- further improving productivity through its simplification program that aims to materially reduce the complexity of Westpac's products and processes for customers;
- continuing to enhance its customer focus, seeking to step-up how it supports and serves customers. This includes further expanding its digital services and continuing to transform its branch network from transaction centres to service and support hubs;
- increasing growth through further investment in wealth platforms, Bank of Melbourne and Westpac's expansion in Asia. Westpac will also increase its focus on those sectors and segments of the economy likely to experience higher growth;
- further building its one team culture focusing on delivering the best outcome for customers; and
- ensuring it actively manages its business and support customers for societal change and for changes in the environment. This includes improving the way Westpac manages demographic change, the aging population, assisting customers manage to a more carbon constrained economy and lending to and investing in CleanTech and environmental services.

A key issue for the Australian banking sector over the coming year will be continued regulatory change both domestically and globally, including from the Inquiry. Given the strength of Westpac's business and balance sheet, in both absolute terms and relative to peers, Westpac believes it is well placed to respond to any additional regulatory change.

Looking ahead, with Westpac's strong positioning, improved growth profile and solid operating performance across all divisions, combined with strong progress on our strategic priorities, Westpac believes it is well positioned to continue delivering sustainable, outcomes to shareholders.

All data and opinions under this section entitled "Trends" are generated by Westpac's internal economists and management.

Recent Developments

Chief Executive Officer Retirement and Appointment

On 13 November 2014 The Chairman of Westpac, Lindsay Maxsted, announced that Gail Kelly has decided to retire as Chief Executive Officer ("**CEO**") on 1 February 2015. The Westpac Board has appointed Brian Hartzler to succeed Mrs Kelly as the Westpac Group's CEO.

Mr Hartzler is currently Chief Executive, AFS, responsible for the Westpac Group's retail, business banking and wealth business including, Westpac RBB, St.George and BTFG.

Brian has more than 25 years' experience in financial services. Before joining Westpac in 2012, he was Royal Bank of Scotland CEO UK Retail, Wealth and Ulster Bank. Mr Hartzler was previously a senior executive at ANZ, including its CEO, Australia, covering that bank's domestic, retail, commercial banking and wealth management businesses.

Inquiry into Australia's Financial System

On 20 November 2013, the Federal Government formally announced the appointment of Mr David Murray AO to head the Inquiry.

The Inquiry's terms of reference, announced on 20 December 2013, charge the Inquiry with examining how the financial system could be positioned to best meet Australia's evolving needs and support Australia's economic growth. Recommendations will be aimed at fostering an efficient, competitive and flexible financial system, consistent with financial stability, prudence, public confidence and capacity to meet the needs of users.

Following lodgement of initial submissions in March 2014, the Inquiry released its Interim Report on 15 July 2014. This Interim Report invited further comments and consisted of observations, potential policy options and requests for further information.

Westpac lodged its initial submission on 31 March 2014 and its response to the Inquiry's Interim Report on 26 August 2014.

The Inquiry is expected to release its final report to the Treasurer in November 2014, following which the Government may further consult with industry in considering the Inquiry's recommendations. Until the Government officially responds to the Inquiry's recommendations, the final impact of this Inquiry is difficult to predict.

Acquisition of select businesses of Lloyds Banking Group Australia

On 11 October 2013 Westpac announced it had entered into an agreement to acquire Lloyds Banking Group's Australian asset finance business, Capital Finance Australia Limited, and its corporate loan portfolio, BOS International (Australia) Ltd.

The transaction was completed on 31 December 2013, adding \$7.9 billion in motor vehicle finance, equipment finance and corporate loans to Westpac's lending and \$8.5 billion in risk weighted assets. The acquisition cost was \$1.45 billion and was funded from internal resources.

Buy-back and cancellation of Westpac Stapled Preferred Securities II (Westpac SPS II)

On 18 June 2014, approximately \$529 million of Westpac SPS II were bought back on-market by Westpac and subsequently cancelled. All remaining Westpac SPS II were transferred to a nominated party on 30 September 2014 and subsequently bought back off-market by Westpac and cancelled.

Issue of Westpac Capital Notes 2

On 23 June 2014, Westpac issued approximately \$1.31 billion of securities known as Westpac Capital Notes 2, which qualify as Additional Tier 1 capital of Westpac under APRA's Basel III capital adequacy framework.

Litigation

- Exception fees – Westpac has been served with three separate class action proceedings brought on behalf of customers seeking to recover exception fees paid by those customers. The first set of proceedings was commenced in December 2011 by certain named customers of the Westpac brand; the second was commenced in February 2012 by certain named customers of the St. George Bank and BankSA brands; the third was commenced in August 2014 on behalf of all other customers of the Westpac Group. Similar class actions have been commenced against several other Australian banks. Westpac has agreed with the plaintiffs to put the proceedings against Westpac on hold until at least December 2014, pending further developments in the litigation against one of those other banks.
- Bell litigation – Westpac was one of 20 defendant banks named in proceedings concerning the Bell Group of companies. The proceedings were brought by the liquidators of several Bell Group companies who challenged the defendant banks' entitlement to receive the proceeds of realisation of Bell Group assets in the early 1990s.

On 17 September 2013 the parties announced that the matter was settled. Prior to the settlement, Westpac was entitled to file a claim as an unsecured creditor in the liquidation of the Bell companies and stood to recover part of the funds available for distribution to creditors. As part of the settlement, Westpac has agreed to release its claim for the distribution. The terms of the settlement remain confidential. The settlement was subject to various approvals being obtained in local and overseas jurisdictions. Such approvals have been obtained. Settlement was completed and Westpac's liabilities to the Bell Companies have been satisfied in full.

Westpac Bicentennial Foundation

On 2 April 2014, Westpac announced the launch of the Westpac Bicentennial Foundation. The charitable Foundation will have an exclusive focus on the education and advancement of Australians. A one-off contribution of \$100 million is designed to fund 100 scholarships every year in perpetuity to Australians who have the potential to shape Australia's future. The program commenced in 2014 so that the earnings from the fund will see the initial scholarships fully operational by the Group's 200th anniversary in 2017.

Changes to accounting standards

In a continuing response to the global financial crisis, governments, regulators and accounting standard setters are working to revise certain accounting standards. The specific areas that have been targeted include accounting for financial instruments, provisioning for loan impairment charges, off-balance sheet exposures, the impairment and valuation of financial assets, consolidation and lease accounting. New accounting standards dealing with consolidation and the measurement of fair value apply to the Westpac Group from 1 October 2013. These new standards did not have a material impact on the Westpac Group's financial position or performance. The Westpac Group expects that there will be a number of new standards issued in coming years that will require further changes to its current accounting approaches.

Other significant developments

Basel Committee on Banking Supervision

Regulatory reforms and significant developments arising in relation to changes initiated by the Basel Committee on Banking Supervision ("**BCBS**") include:

Liquidity

The Australian Prudential Regulation Authority ("**APRA**") released an updated version of the liquidity standard ("**APS 210**") in November 2014. Under APS 210, Westpac will need to meet the requirement of a minimum Liquidity Coverage Ratio ("**LCR**") of 100% when it comes into effect from 1 January 2015.

The LCR requires banks to hold sufficient high-quality liquid assets, as defined, to withstand 30 days under a regulator-defined acute stress scenario. Given the limited amount of government debt in Australia, the Reserve Bank of Australia ("**RBA**"), jointly with APRA, will make available to Australian institutions a Committed Liquidity Facility ("**CLF**") that, subject to satisfaction of qualifying conditions, can be accessed to help meet the LCR requirement. In order to access the CLF, Australian banks are required to pay a fee of 15 basis points (0.15%) per annum to the RBA on the approved CLF from 1 January 2015. On September 2014, APRA approved Westpac's access to the CLF for the 2015 Calendar year for \$66 billion.

The BCBS endorsed the final details of the Net Stable Funding Ratio ("**NSFR**") at its meeting in September 2014, and a final standard was released on 31 October 2014. APRA are yet to release its Prudential Standard on NSFR applicable to Australian banks. The NSFR requirement, designed to encourage longer term funding resilience, has been excluded from APS 210, however, APRA has previously indicated an intention to implement this measure from 1 January 2018.

Global Systemically Important Financial Institutions (G SIFIs)

In July 2013, the BCBS published an updated methodology for determining Global Systemically Important Banks (“**G-SIBs**”). Each year in November the Financial Stability Board (“**FSB**”) publishes the list of identified G-SIBs and specifies the higher capital requirements proposed for each. These increased capital requirements will be phased in from January 2016. Westpac has not been named as a G-SIB. However the BCBS has issued a framework for extending the SIFIs requirements to domestic systemically important banks (“**D-SIBs**”).

Capital

In 2010, the BCBS outlined the revised capital framework for banks globally as follows:

- an increase in the minimum common equity requirement from 2.0% to 4.5%;
- an increase in the minimum Tier 1 capital requirement from 4.0% to 6.0%;
- a capital conservation buffer at 2.5%, to be met with common equity; and
- a countercyclical buffer of between 0% to 2.5% to be met with common equity or other fully loss absorbing capital.

The framework includes a compliance timetable, with phase-in arrangements starting from 1 January 2013 and some elements not becoming fully effective until 1 January 2019.

APRA’s adoption of the framework has required Australian Authorised Deposit Taking Institutions (“**ADIs**”) such as Westpac to meet the new capital requirements from January 2013 and the capital conservation buffer in full from its introduction date of 1 January 2016. In December 2013, APRA released its approach for implementing a D-SIB framework in Australia. Westpac is one of four Australian banks which APRA has identified as a D-SIB. APRA has proposed that each D-SIB, including Westpac, will have to meet a higher loss absorbency requirement of 1% to be met by common equity. The 1% requirement will be met by the capital conservation buffer effectively increasing the buffer from 2.5% to 3.5%. The countercyclical buffer is not currently required.

Westpac’s current capital levels are already above the regulatory requirement that will apply from 1 January 2016 (including the proposed capital conservation buffer).

Increased loss absorbency

In September 2014, the FSB stated that it would table proposals at the G20 Leaders’ Summit in Brisbane in November 2014 for enhancing the Total Loss Absorbing Capacity (“**TLAC**”) for G-SIBs to operate alongside the Basel III capital requirements. These proposals form part of the G20’s initiatives aimed at ‘Ending too-big-to-fail’ and ensuring that the resolution of a failing G-SIFI can be carried out without causing systemic disruption or resorting to taxpayer support. Should the TLAC proposals be endorsed by the G20 they will be subject to industry consultation throughout 2015. The FSB has stated that the TLAC requirement would not be introduced before 2019 and it is not known at this stage whether there is any intention to extend the requirement beyond G-SIBs.

Other Basel Accord Reforms

The Basel III capital framework also introduced a leverage ratio requirement. The BCBS proposes that introducing a simple, non-risk based leverage ratio requirement would act as a credible supplementary measure to the risk-based capital requirements. In January 2014, the BCBS published an amended leverage ratio framework. The proposed timetable for the leverage ratio provides for testing and recalibration of the framework to occur until 2017, with public disclosure to commence from January 2015 and migration of the final standard to a Pillar 1 requirement from January 2018.

The BCBS is also currently conducting analysis on risk-weighted assets, which forms the denominator of the capital ratios. The BCBS has indicated that this work is intended to examine the consistency in the determination of risk-weighted assets within and across jurisdictions and will ultimately allow the BCBS to develop potential policy options.

Each of these measures are in different stages of development and, following release of the respective regulations by the BCBS, APRA will consult on and develop the regulations to apply in Australia.

Recovery and resolution planning

A further component of the G20's 'Ending too-big-to-fail' reforms is a requirement for a Recovery and Resolution Plan for any firm deemed by its home authority to have systemic importance to the domestic economy. APRA has undertaken a pilot Recovery Planning project applying to Australia's largest banks, including Westpac, with final plans delivered to APRA in mid-2012. APRA has advised Westpac of its expectation that the Recovery Plan be maintained and Westpac reviews and updates its Recovery Plan where required.

In the US, Westpac is also required to satisfy the resolution plan requirements of the *Dodd-Frank Wall Street Reform and Consumer Protection Act* ("***Dodd-Frank Act***"). In December 2013, Westpac submitted a resolution plan in relation to its US operations to US bank regulatory authorities. This plan is maintained and updated as required, including in response to feedback from bank regulatory authorities.

OECD Common Reporting Standard

The Organisation for Economic Cooperation and Development ("***OECD***") has developed Common Reporting Standard ("***CRS***") rules for the automatic exchange of financial account information amongst OECD member states.

CRS will require the Westpac Group to identify the tax residency of all customers and to report the tax residency and account details of non-resident customers to the relevant authorities in jurisdictions in which the CRS rules operate.

It is currently intended that Australian financial institutions can voluntarily implement the rules from 1 January 2017, but will have to be compliant from 1 January 2018. The rules could impose additional costs and operational burdens on Westpac.

OTC derivatives reform

The international regulatory reforms relating to over-the-counter (“**OTC**”) derivatives continue to be implemented by financial regulators across the globe.

In Australia, Westpac commenced reporting OTC derivatives transactions to a Prescribed Repository in accordance with the *Derivative Transaction Rules (Reporting) 2013* on 1 October 2013. Westpac continues to work with ASIC and industry associations in relation to the implementation of these rules and the phase-in of requirements to other industry participants.

The Australian Treasury has issued two Proposal Papers on the Implementation of Australia’s G20 OTC derivatives commitments, in which they proposed a central clearing mandate for US dollar, Euro, British Pound, Yen (February 2014 Proposal Paper) and Australian dollar (July 2014 Proposal Paper) denominated interest rate derivatives traded between dealers with significant cross-border activities. It is expected that any such mandate would cover Westpac. The commencement of the central clearing mandates is expected to occur by early to mid-2015.

As a provisionally-registered Swap Dealer with the US Commodity Futures Trading Commission (“**CFTC**”), Westpac is subject to a range of entity-level and transaction-level requirements pursuant to the Dodd-Frank Act.

Pursuant to the *European Market Infrastructure Regulations (“EMIR”)* established by the European Securities and Markets Authority (“**ESMA**”), from October 2014, Westpac became subject to certain risk mitigation obligations in relation to OTC Derivatives traded with European counterparties or through its London Branch. Further, as of mid-2015, Westpac will be subject to a central clearing mandate for certain interest rate derivatives with European counterparties.

Westpac continues to monitor developments in response to requirements imposed by international regulators. These include regulations published by the CFTC and the Securities and Exchange Commission under the Dodd-Frank Act; by the ESMA and local European financial regulators under the EMIR and *Markets in Financial Instruments Directive (“MiFID II”)*; and by various financial regulators in Asia and Canada. Westpac also continues to monitor the international response to the final policy framework for establishing margin requirements for uncleared OTC derivatives as published by the Basel Committee on Banking Supervision (“**BCBS**”) and the International Organisation of Securities Commission (“**IOSCO**”) on 2 September 2013.

Australia

The Federal Government has embarked on a program of regulatory reform which will affect Westpac. In addition to the above, this includes:

Superannuation changes

In December 2013, BT launched a number of MySuper products to allow employers to make their super guarantee contributions to their BT default super fund. A MySuper product is a default investment option where investment choice is not elected by the member and is generally a low cost, simple superannuation product. Other legislative changes include enhanced trustee and director obligations as well as ‘SuperStream’, a measure to improve the efficiency of processing superannuation transactions through the use of technology. Westpac continues to assess and

implement changes to its existing superannuation products and governance to ensure compliance with the new requirements.

Financial advice changes

The majority of the Future of Financial Advice ("**FOFA**") reforms commenced for the Westpac Group on 1 July 2013. The Government announced proposed reforms to the FOFA laws on 20 December 2013 and a bill to amend FOFA (the *Corporations Amendment (Streamlining of Future of Financial Advice) Bill 2014*) was introduced into parliament on 19 March 2014. The Bill includes changes to remove the requirement to opt-in to ongoing adviser services every two years and also provides a general advice exemption from the ban on conflicted remuneration. Regulations which were effective on 1 July 2014 (the '**Streamlining Regulations**') incorporated these changes as well as other changes including other exemptions from the ban on conflicted remuneration and an extension to grandfathering of conflicted benefits in certain circumstances. Uncertainty still exists as to whether the Bill will pass in its current form and some changes to sections including the best interests duty and the general advice exemption have been proposed in the Senate. Other new regulations, which become effective on 1 January 2015, provide for certain changes in relation to the receipt of client instructions and also in relation to the provision of financial product advice in Statements of Advice.

Privacy law reform

Significant amendments to the *Privacy Act 1988* (Cth) commenced on 12 March 2014. As a result, the Westpac Group has amended a wide range of documents, systems and procedures in relation to the management of personal and credit information.

United States

There are a number of significant regulatory reforms currently occurring in the United States ("**US**"). These include:

Dodd-Frank Act

Legislation designed to reform the system for supervision and regulation of financial firms in the US was signed into law on 21 July 2010. The Dodd-Frank Act contains a wide range of provisions that will affect financial institutions operating in the US, including foreign banks like Westpac. Included among its provisions are reforms designed to:

- reduce systemic risk presented by very large financial institutions;
- promote enhanced supervision, regulation, and prudential standards for financial institutions;
- establish comprehensive supervision of financial markets;
- impose new limits on permissible financial institution activities and investments;
- expand regulation of the derivatives markets and protect consumers and investors from financial abuse; and
- provide the US Government with the tools needed to manage a financial crisis.

Many of the provisions of the Dodd-Frank Act require extensive rulemaking by US regulatory agencies before the provisions become effective. The issuance of final rules under the Dodd-Frank Act remains far from complete, with the process continuing. US regulatory agencies have released final rules to implement section 619 of the Dodd-Frank Act (the “**Volcker Rule**”) and to strengthen the regulation of the US operations of non-US banks. At this time, apart from investments in compliance activities, Westpac does not expect these rules to have a significant impact on its business activities.

*Foreign Account Tax Compliance Act (“**FATCA**”)*

Provisions commonly referred to as FATCA and related U.S. Treasury regulations generally require Foreign Financial Institutions (“**FFIs**”), such as Westpac, to enter into an FFI agreement (if they are not subject to the provisions of a Model 1 Intergovernmental Agreement (an “**IGA**”)) under which they agree to identify and provide the IRS with information on certain U.S. connected accounts, or otherwise face 30% withholding tax on certain payments made to the FFI. In addition, FFIs that have entered into an FFI agreement will be required to withhold on certain payments made to FFIs that are neither party to an FFI agreement nor subject to an IGA and certain account holders that fail to provide prescribed information. The Australian Government signed an IGA with the United States on 28 April 2014, which came into force on 30 June 2014. The Australian IGA, and any IGAs that may be concluded between the U.S. and other countries in which Westpac conducts business, will relieve Westpac of the requirement to withhold on payments to, or close, certain accounts, and will provide certain other benefits.

Westpac is implementing changes to its business operations to comply with the requirements of FATCA across all jurisdictions in which it operates. Westpac has entered into an FFI agreement with respect to its branches and affiliated FFIs not located in countries that have entered into an IGA. It is anticipated that compliance with FATCA will give rise to significant costs and operational burdens, but that IGAs will reduce those costs and burdens, where applicable.

New Zealand

Regulatory reforms and significant developments in New Zealand include:

Basel III

The RBNZ has adopted the core Basel III capital measures relating to new capital ratios and most of the recommendations relating to the definition of capital. From 1 January 2013, the requirements for Total Tier 1 capital increased to 6.0% and had to include common equity of 4.5%. The conservation buffer was implemented in full from 1 January 2014 at which time Total Tier 1 capital increased to 8.5% and had to include 7% common equity. RBNZ has the discretion to also apply a countercyclical buffer of common equity and has not specified any formal upper limit on this countercyclical buffer. The RBNZ has not adopted the leverage ratio.

*Financial Markets Conduct Act (“**FMCA**”)*

The FMCA overhauls the existing securities law regime in New Zealand and will impact various aspects of the wider Westpac New Zealand business. It introduces changes to product disclosure and governance together with new licensing and registration requirements. The existing prospectus/investment statement dual disclosure model will no longer apply. A single product disclosure statement is being implemented, supported by an online register of other material

documentation. The FMCA was enacted in September 2013, however, most of the provisions will come into force on 1 December 2014, albeit subject to transitional provisions. The majority of the new fair dealing requirements came into force in April 2014.

Credit law reform/responsible lending

The *Credit Contracts and Consumer Finance Amendment Act 2014* received Royal Assent in June 2014 and will come into full effect in June 2015. The Act reforms the entire suite of legislation that governs consumer credit contracts. It creates new responsible lending principles and provides for a regulatory responsible lending code. Existing consumer protections are also being strengthened by changing the current provisions on disclosure, fees, hardship and 'oppressive contracts'. Consultation on the responsible lending code and new regulations commenced in June 2014. The code is expected to be finalised in March 2015.

Covered Bond Legislation

The *Reserve Bank of New Zealand (Covered Bonds) Amendment Bill* was passed in December 2013. It provides a legislative framework for the issuance of covered bonds by New Zealand registered banks. New Zealand registered banks were already permitted by the RBNZ to issue covered bonds and have a condition of registration that covered bond issuance cannot exceed 10% of total assets. However, the legislation provides certainty for investors that the cover pool assets will be disgorged from statutory management and liquidation regimes. Covered bond programmes must be registered with the RBNZ under the legislation. The Westpac NZ Global Covered Programme was registered on 4 April 2014.

Consumer law reform

The *Consumer Law Reform Bill* was passed in December 2013. The Bill amended six separate Acts, including the *Fair Trading Act*. Among the amendments being introduced into the *Fair Trading Act* are prohibitions on unfair contract terms and on making unsubstantiated representations about a product or service and new provisions regulating uninvited direct sales. The unfair contract terms provisions come into force in March 2015 while the unsubstantiated representations prohibitions and uninvited direct sales provisions came into effect in June 2014.

Competition

The Westpac Group operates in a highly competitive environment across the regions in which it does business.

The Westpac Group serves the banking, wealth and risk management needs of customer segments from consumers to small businesses to large corporate and institutional clients. The Westpac Group competes with other financial services industry players for customers covering their needs of transacting, saving, investing, protecting and borrowing with a wide set of products and services. Its competitors range from large global organisations with broad offerings to entities more focused on specific regions or products. Its competitors include financial services and advisory companies such as banks, investment banks, credit unions, building societies, mortgage originators, credit card issuers, brokerage firms, fund and asset management companies, insurance companies and internet-based financial services providers. There are also new competitors emerging from other sectors including retail, technology and telecommunications.

Westpac's competitive position across customer segments, products and geographies is determined by a variety of factors. These factors include:

- the type of customer served;
- customer service quality and convenience;
- the effectiveness of, and access to, distribution channels;
- brand reputation and preference;
- the quality, range, innovation and pricing of products and services offered;
- technology solutions; and
- the talent and experience of Westpac's employees.

In Australia, Westpac has seen intense competition for deposits continue to be driven by clearer global regulatory requirements for liquidity management and balance sheet composition. Banks and other financial institutions also seek to achieve a higher proportion of deposit funding as credit rating agencies and debt investors look for strong balance sheet positions in their assessment of quality institutions.

Competition for lending is also expected to remain high with slower credit growth compared to the significant credit expansion Australia experienced over the majority of the last two decades. Businesses and consumers are cautious about the global outlook and continue to reduce debt. In mortgages, this lower growth and the desire of market participants to maintain or expand their market share using price has seen strong competition over the last year. This is expected to continue. Serving business customers' transaction and trade financing needs has been at the centre of competitive activity as customer expectations increase.

In its wealth business, Westpac expects competition to increase as financial institutions and industry funds move to capture a greater share of this fast growing market, particularly in superannuation (or pensions) and financial advice as the market responds to regulatory changes.

The New Zealand market is experiencing strong competition as banks vie for new customers. Competition for deposits remains intense and the home lending market is particularly competitive on price and switching incentives.

Majority Shareholders and Share Capital

As at 30 September 2014, the number of Westpac ordinary shares in issue was 3,109,048,309. Westpac has no partly paid share capital.

Westpac is not directly or indirectly owned or controlled by any other corporation(s) or by any foreign government.

There is no provision in Westpac's constitution that requires a shareholder to disclose the extent of their ownership of Westpac's ordinary shares.

Under the *Australian Corporations Act 2001*, any person who begins to have or ceases to have a substantial holding of Westpac's shares, or if any person already has a substantial holding and there is a movement of at least 1 per cent. in their holding, is required to give a notice to Westpac and the ASX Limited within two business days after they become aware of this information. The notice must provide certain prescribed information, including the person's name and address and details of their relevant interests in Westpac's voting shares. A person will have a substantial holding of Westpac's shares if the voting rights attaching to Westpac's shares in which that person and their associates have relevant interests is 5 per cent. or more of the total number of votes attached to all of Westpac's shares.

Westpac has a statutory right under the *Australian Corporations Act 2001* to trace the beneficial ownership of shares held by any shareholder, by giving a direction to that shareholder requiring disclosure to Westpac of, among other things, the name and address of each other person who has a relevant interest in those shares, the nature and extent of that interest and the circumstances that gave rise to that other person's interest. Such disclosure must, except in certain limited circumstances, be provided within two business days after the direction is received.

The Board of Directors

The Board Charter outlines the roles and responsibilities of the Board. Key responsibilities in summary are:

- approving the strategic direction of the Westpac Group;
- evaluating Board performance and determining Board size and composition;
- considering and approving the Westpac Board Renewal Policy;
- appointing and determining the duration, remuneration and other terms of appointment of the CEO, Deputy CEO, Chief Financial Officer (“**CFO**”) and other Group Executives;
- determining the remuneration of persons whose activities in the Board’s opinion affects the financial soundness of Westpac, any person specified by APRA, and any other person the Board determines;
- evaluating the performance of the CEO;
- succession planning for the Board, CEO and Group Executives;
- approving the appointment of Group Executives, General Manager Group Assurance and Chief Compliance Officer & Group General Counsel and monitoring the performance of senior management;
- approving the annual targets and financial statements and monitoring performance against forecast and prior periods;
- determining Westpac’s dividend policy;
- determining Westpac’s capital structure;
- approving Westpac’s risk management strategy and frameworks and monitoring their effectiveness;
- considering the social, ethical and environmental impact of Westpac’s activities and monitoring compliance with Westpac’s sustainability policies and practices;
- monitoring Workplace Health and Safety (“**WH&S**”) issues in the Westpac Group and considering appropriate WH&S reports and information;
- maintaining an ongoing dialogue with Westpac’s auditors and, where appropriate, principal regulators; and
- internal governance, including delegated authorities, policies for appointments to Westpac’s controlled entity boards and monitoring resources available to senior executives.

Directors

The Directors of Westpac, the business address of each of whom should be regarded for the purposes of this Base Prospectus as Level 20, 275 Kent Street, Sydney, New South Wales 2000, Australia, and their respective principal outside activities, where significant, are at the date of this Base Prospectus as follows:

Lindsay Maxsted, DipBus (Gordon), FCA, FAICD. Age 60. Director since March 2008 and Chairman since December 2011. Lindsay was formerly a partner at KPMG and was the CEO of that firm from 1 January 2001 to 31 December 2007. Lindsay's principal area of practice prior to his becoming CEO was in the corporate recovery field managing a number of Australia's largest insolvency/workout/turnaround engagements including Linter Textiles (companies associated with Abraham Goldberg), Bell Publishing Group, Bond Brewing, McEwans Hardware and Brashes. He is also a former Director and Chairman of the Victorian Public Transport Corporation. Lindsay is a member of the Advisory Board of Coolmore Australia and a Fellow of the Australian Institute of Company Directors. He is Chairman of Transurban Group, Managing Director of Align Capital Pty Ltd and Director of BHP Billiton Limited, BHP Billiton plc and Baker IDI Heart and Diabetes Institute Holdings Limited and is a member of the Takeovers Panel, Powerhouse Museum Trustee Board and Director Advisory Panel to ASIC.

Gail Kelly, HigherDipEd, BA, MBA with Distinction, HonDBus. Age 58. Managing Director & Chief Executive Officer since February 2008. Gail began her banking career in 1980, and by 2001 Gail had held various senior management roles in a broad range of areas including retail and commercial banking, strategy, marketing and human resources. Gail has spent over twelve years as Chief Executive Officer of two Australian banks, St. George Bank from 2002 to 2007 and Westpac from 2008 to date. She serves on the Prime Minister's Indigenous Advisory Council and is CARE Australia's Ambassador for Women's Empowerment. Internationally, Gail is Vice President of the International Monetary Conference, she sits on the Global Board of Advisers at the U.S. Council on Foreign Relations and is a member of the Group of Thirty. Gail is also the chairman of the Australian Banker's Association and a Non-executive Director of the Business Council of Australia and the Financial Market Foundation for Children.

Elizabeth Bryan AM, BA (Econ.), MA (Econ.). Age 68. Director since November 2006. Elizabeth has over 33 years experience in the financial services industry, government policy and administration and on the boards of companies and statutory organisations. Prior to becoming a professional director she served for six years as Managing Director of Deutsche Asset Management and its predecessor organisation, NSW State Superannuation Investment and Management Corporation. In March 2014, Elizabeth was appointed a member of the Australian Treasury Advisory Council. Elizabeth is currently Chairman of Caltex Australia Limited.

Ewen Crouch AM, BEc (Hons), LLB, FAICD. Age 58. Director since February 2013. Ewen is one of Australia's most accomplished mergers and acquisitions (M&A) lawyers, having worked on some of Australia's most significant M&A transactions during his career as partner at Allens from 1988 to 2013. He served as a member of the firm's board for 11 years including 4 years as Chairman of Partners as well as holding the following roles whilst a partner: Co-Head Mergers & Acquisitions and Equity Capital Markets. Executive Partner, Asia Officers and Deputy Managing Partner. In 2010 he was appointed as a member of the Takeovers Panel. Ewen is a fellow of the Australian Institute of Company Directors and is a member of the AICD's Law Committee. Ewen is also a member of the Corporations Committee of the Law Council of Australia. In 2013, he was awarded an order of Australia in recognition of his significant service to the law as a contributor to legal professional

organisations and the community. He is admitted to practice law in New South Wales, Victoria, the Australian Capital Territory and Western Australia. Ewen is a director of Bluescope Steel Limited and the Sydney Symphony Orchestra. He is also Chairman of Mission Australia.

Alison Deans, BA, MBA, GAICD. Age 46. Director since April 2014. Alison has more than 20 years experience in senior management and strategy consulting roles focused on e-commerce, media and financial services in Australia. During this time Alison held a number of senior executive roles including as the CEO of eCorp Limited, Hoyts Cinemas and eBay, Australia and New Zealand. Most recently she was the CEO of the technology based investment company netus Pty Ltd, which was acquired by Fairfax Limited in 2012. Alison was appointed an independent Non-executive director of Insurance Australia Group Limited in 2013 and was an Independent Director of Social Ventures Australia from 2007 to 2013, she was appointed by the Australian Government to a Panel of Experts conducting an independent cost benefit analysis and a regulatory review of the regulatory arrangements for the National Broadband Network. Alison is also a director of Kikki K Holdings Pty Limited.

Robert Elstone, BA (Hons.), MA (Econ.), MCom. Age 61. Director since February 2012. Robert has over 30 years experience in senior management roles spanning investment banking, corporate finance, wholesale financial markets and risk management. From 2006 to 2011, Robert was Managing Director and CEO of the Australian Securities Exchange. Previously he was Managing Director and CEO of the Sydney Futures Exchange from 2000 to 2006 and from 1995 to 2000 he was Finance Director of Pioneer International. Robert was a Non-executive Director of the National Australian Bank from 2004 to 2006, an inaugural member of the Board of Guardians of the Future Fund in 2006 and during the years 2007 to 2009, he was Chairman of the Financial Sector Advisory Council to the Federal Treasurer. Robert is an Adjunct Professor at the Business Schools of the Universities of Sydney and Western Australia. Robert was appointed to the University of Western Australia Business School Board at the start of 2013.

Peter Hawkins, BCA (Hons.), SF Fin, FAIM, ACA (NZ), FAICD. Age 60. Director since December 2008. Peter's career in the banking and financial services industry spans over 42 years in Australia and overseas at both the highest levels of management and directorship of major organisations. Peter has held various senior management and directorship positions with Australia and New Zealand Banking Group Limited from 1971 to 2005. He was also a Director of BHP (NZ) Steel Limited from 1990 to 1991, ING Australia Limited from 2002 to 2005 and Esanda Finance Corporation from 2002 to 2005 and Visa Inc. from 2008 to 2011. He is a Director of Mirvac Group, Liberty Financial Pty Ltd, Treasury Corporation of Victoria, Murray Goulburn Co-operative Co. Limited and Clayton Utz. He is also a member of the Bank of Melbourne Advisory Board.

Peter Marriott, BEc (Hons), FCA. Age 57. Director since June 2013. Peter has over 30 years experience in senior management roles in the finance industry encompassing international banking, finance and auditing. Peter joined Australia and New Zealand Banking Group Limited (ANZ) in 1993 and held the role of Chief Financial Officer from 1997 to May 2012. Prior to his career at ANZ, Peter was a banking and finance and audit and consulting partner at KPMG Peat Marwick. Peter has been a Non-executive Director of ASX Limited (and Chairman of its Board Audit & Risk Committee) since 1 July 2009. This appointment has involved Peter acting as a Director on the ASX Group Clearing and Settlement Boards and as Chairman of Austrclear Limited. Peter was formerly a Director of ANZ National Bank Limited in New Zealand and various ANZ subsidiaries.

Ann Pickard, BA, MA. Age 59. Director since December 2011. Ann has 25 years of international experience as a senior manager in large organisations, with responsibility for major corporate

transformations, maximising return on assets in challenging environments, complex negotiations, large-scale development projects and strategic planning. In June 2013, Ann was appointed Royal Dutch Shell's Executive Vice President Arctic, Upstream Americas. Before her current role Ann was the Executive Vice President of Shell's upstream business in Australia from March 2010, and later her role was expanded to Country Chair of Australia in August 2010. Prior to this, Ann was Shell's Regional Executive Vice President for Sub Sahara Africa, overseeing the company's exploration and production, gas and LNG activities in the region. She has also held the position of Director – Global Businesses and Strategy and been a member of the Shell Gas & Power Executive Committee with responsibility for Global LNG, Power and Gas & Power Strategy. Ann will retire from the Westpac board following Westpac's 2014 Annual General Meeting.

Director Independence and avoidance of conflicts of interest by a Director

The Board assesses the independence of its Directors on appointment and annually. Each Director provides an annual attestation of his or her interests and independence.

Directors are considered to be independent if they are independent of management and free from any business or other relationship that could materially interfere with, or reasonably be perceived to materially interfere with, the exercise of their unfettered and independent judgment. Materiality is assessed on a case-by-case basis by reference to each Director's individual circumstances rather than by applying general materiality thresholds.

Each Director is expected to disclose any business or other relationship that he or she has directly or as a partner, shareholder or officer of a company or other entity that has an interest in Westpac or a related entity. The Board considers information about any such interests or relationships, including any related financial or other details, when it assesses the Director's independence.

In assessing independence, the Board will have regard to whether the Director or an immediate family member has any of the following relationships:

- a substantial shareholder (as defined in Section 9 of the *Australian Corporations Act 2001*) of Westpac or an officer of, or otherwise associated directly with, a substantial shareholder of Westpac;
- within the last five years, employment in an executive capacity by Westpac or another Westpac Group member, or been a director of Westpac after ceasing employment with Westpac;
- within the last five years, been a principal of a material professional adviser or a material consultant to Westpac or another Westpac Group member, or an employee materially associated with the service provided;
- within the last five years, a present or former affiliation with or employment by a present or former internal or external auditor of Westpac or another Westpac Group member who has worked on the Westpac (or Westpac Group member) audit;
- within the last five years, employment by any entity while that entity had an executive officer of Westpac or another Westpac Group member on its compensation committee;

- a material supplier or customer of Westpac or another Westpac Group member, or an officer of or otherwise associated directly or indirectly with a material supplier or customer of Westpac or any other Westpac Group member;
- a material contractual relationship with Westpac or another Westpac Group member other than as a Director or Committee member of Westpac or another Westpac Group member;
- has served on the Board of Westpac or of another Westpac Group member for a period in excess of 12 years or which having regard to all the circumstances could, or could reasonably be perceived to, materially interfere with the director's ability to act in the best interests of Westpac; or
- has an interest or a business or other relationship which could, or could reasonably be perceived to, materially interfere with the director's ability to act in the best interests of Westpac.

All eight Non-executive Directors are considered to be independent. Each Director provides an annual attestation of his or her interests and independence.

The Board is conscious of its obligations to ensure that Directors avoid conflicts of interest (both real and apparent) between their duty to Westpac and their own interests. All Directors are required to disclose any actual or potential conflict of interest upon appointment and are required to keep these disclosures to the Board up-to-date.

Any Director with a material personal interest in a matter being considered by the Board must declare their interest and, unless the Board determines otherwise, they may not be present in boardroom discussions or vote on matters on which they face a conflict.

As at the date of this Base Prospectus, taking into account the above criteria and relationships, there are no existing or potential conflicts of interest between any duties owed to Westpac by its directors and the private interests or duties of those directors. In respect of potential conflicts of interest that may arise in the future, Westpac will manage such conflicts in accordance with the requirements of the Australian Corporations Act 2001 and other principles referred to above such that it does not expect that any actual conflicts of interest would arise.

Westpac's Corporate Governance

Framework and approach

Westpac's approach to corporate governance is based on a set of values and behaviours that underpin day to day activities, provide transparency and fair dealing, and seek to protect stakeholder interests.

This approach includes a commitment to excellence in governance standards which Westpac sees as fundamental to the sustainability of its business and performance. It includes monitoring local and global developments in corporate governance and assessing their implications.

Australia

Westpac complies with the ASX Corporate Governance Principles and Recommendations with 2010 amendments (“**ASXCGC Recommendations**”) published by the ASX Limited’s Corporate Governance Council (“**ASXCGC**”). Westpac must also comply with the *Australian Corporations Act 2001* and as an ADI Westpac must also comply with governance requirements prescribed by APRA under *Prudential Standard CPS 510 (Governance)*.

In the international arena, Westpac responds to a range of relevant corporate governance principles in developing its corporate governance framework.

Compliance with ASXCGC Principles and Recommendations

The ASX Listing Rules require listed entities (such as Westpac) to disclose the extent to which they have followed the ASXCGC Recommendations during the reporting period, identifying any recommendations that have not been followed and providing reasons for that variance.

Westpac believes that its governance practices complied with the ASXCGC Principles and Recommendations over the past financial year.

Westpac’s Board Audit Committee

Role of the Board Audit Committee

As detailed in its charter, the Board Audit Committee has oversight of:

- the integrity of the financial statements and financial reporting systems;
- the external auditor engagement, including the external auditor’s qualifications, performance, independence and fees;
- performance of the internal audit function;
- financial reporting and regulatory compliance with prudential regulatory reporting. With reference to the Board Risk and Compliance Committee, this includes an oversight of regulatory and statutory reporting requirements; and
- procedures for the receipt, retention and treatment of financial complaints, including accounting, internal controls or auditing matters and the confidential reporting by employees of concerns regarding accounting or auditing matters.

The Board Audit Committee reviews, discusses with management and the external auditor, and assesses:

- any significant financial reporting issues and judgements made in connection with the preparation of the financial reports;
- the processes used to monitor and comply with laws, regulations and other requirements relating to external reporting of financial and non-financial information;

- the major financial risk exposures; and
- the process surrounding the disclosures made by the CEO and CFO in connection with their personal certifications of the annual financial statements.

As part of its oversight responsibilities, the Board Audit Committee also conducts discussions with a wide range of internal and external stakeholders, including:

- the Board Risk and Compliance Committee, CFO, Chief Risk Officer (“**CRO**”), General Manager Group Assurance, management and the external auditor, about Westpac’s major financial risk exposures and the steps management has taken to monitor and control such exposures;
- the General Manager, Group Assurance and external auditor concerning their audit and any significant findings and the adequacy of management’s responses;
- management and the external auditor concerning the half-year and annual financial statements;
- management and the external auditor regarding any correspondence with regulators or government agencies and reports that raise issues of a material nature; and
- the Chief Operating Officer and the Chief Compliance Officer & General Counsel regarding any legal matters that may have a material impact on, or require disclosure in, the financial statements.

Periodically, the Board Audit Committee consults with the external auditor without the presence of management about internal controls over financial information, reporting and disclosure and the fullness and accuracy of Westpac’s financial statements. The Board Audit Committee also meets with the General Manager, Group Assurance without management being present.

Financial knowledge

The Board Audit Committee comprises four independent, Non-executive Directors and is chaired by Robert Elstone.

All Board Audit Committee members have appropriate financial experience, an understanding of the financial services industry and satisfy the independence requirements under the ASXCGC Recommendations, the *United States Securities Exchange Act of 1934* (as amended) and its related rules and the New York Stock Exchange (“**NYSE**”) Listing Rules.

The Board has determined that Lindsay Maxsted, member of the Board Audit Committee, is an ‘audit committee financial expert’ and independent in accordance with U.S. securities law.

The designation of Lindsay Maxsted as an audit committee financial expert does not impose duties, obligations or liability on him that are greater than those imposed on him as a Board Audit Committee member, and does not affect the duties, obligation or liability of any other Board Audit Committee member or Board member. Audit committee financial experts are not deemed as an ‘expert’ for any other purpose.

External auditor

The role of the external auditor is to provide an independent opinion that Westpac's financial reports are true and fair and comply with applicable regulations.

Westpac's external auditor is PricewaterhouseCoopers ("**PwC**"), appointed by shareholders at the 2002 annual general meeting ("**AGM**"). Westpac's present PwC lead audit partner is Michael Codling and the review audit partner is Matthew Lunn. Michael Codling and Matthew Lunn assumed responsibility for these roles in December 2011 and December 2012 respectively.

The external auditor receives all Board Audit Committee and Board Risk and Compliance Committee papers, attends all meetings of both Committees and is available to Committee members at any time. The external auditor also attends the AGM to answer questions from shareholders regarding the conduct of its audit, the audit report and financial statements and PwC's independence.

As Westpac's external auditors, PwC is required to confirm their independence and compliance with specified independence standards on a quarterly basis.

The roles of lead audit partner and review audit partner must be rotated every five years and cannot be resumed by the same person for a minimum of five years.

Westpac strictly governs its relationship with the external auditor, including restrictions on employment, business relationships, financial interests and use of its financial products by the external auditor.

Engagement of the External Auditor

To avoid possible independence or conflict issues, the external auditor is not permitted to carry out certain types of non-audit services for Westpac and may be limited as to the extent to which it can perform other non-audit services, as specified in Westpac's 'Pre-approval of engagement of PwC for audit and non-audit services' ("**Guidelines**"). Use of the external audit firm for any non-audit services must be assessed and approved in accordance with the pre-approval process determined by the Board Audit Committee and set out in the Guidelines.

Group Assurance (Internal audit)

Group Assurance is Westpac's internal audit function providing the Board and Executive Management with an independent and objective evaluation of the adequacy and effectiveness of management's control over risk. Group Assurance covers the governance, risk management and internal control frameworks of Westpac and its wholly owned subsidiaries. It has access to all Westpac Group entities and conducts audits and reviews following a risk-based planning approach, the outline of which has been approved by the Board Audit Committee.

Group Assurance provides regular reports to the Board Audit Committee and as deemed appropriate the Board Risk and Compliance Committee, and raises any significant issues with those Committees. The General Manager, Group Assurance operates under a Group Assurance charter approved by the Board Audit Committee and has a reporting line to the Chairman of that Committee.

Other matters***Litigation***

Contingent liabilities exist in respect of actual and potential claims and proceedings. An assessment of the Westpac Group's likely loss has been made on a case-by-case basis for the purpose of the financial statements and specific provisions have been made where appropriate.

Organisational Structure

Westpac's controlled entities are set out in Note 39 to the 2014 audited annual financial statements, which are incorporated by reference and form part of this Base Prospectus. Westpac Banking Corporation is the ultimate parent of the Westpac Group.

TAXATION

The information provided below does not purport to be a complete summary of Australian, New Zealand or United Kingdom tax law and practice currently applicable. Prospective investors who are in any doubt as to their tax position should consult with their own professional advisers.

Australia

THE FOLLOWING IS A SUMMARY OF THE AUSTRALIAN WITHHOLDING TAX TREATMENT UNDER THE *INCOME TAX ASSESSMENT ACTS OF 1936 AND 1997 OF AUSTRALIA* (TOGETHER, THE "**AUSTRALIAN TAX ACT**") AT THE DATE OF THIS OFFERING MEMORANDUM OF PAYMENTS OF INTEREST BY THE ISSUER ON THE INSTRUMENTS AND CERTAIN OTHER MATTERS.

IT IS NOT EXHAUSTIVE AND, IN PARTICULAR, DOES NOT DEAL WITH THE POSITION OF CERTAIN CLASSES OF HOLDERS OF INSTRUMENTS (INCLUDING, WITHOUT LIMITATION, AUSTRALIAN RESIDENTS, NON-RESIDENTS THAT HOLD THE INSTRUMENTS THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA, DEALERS IN SECURITIES, OR CUSTODIANS OR THIRD PARTIES THAT HOLD THE INSTRUMENTS ON BEHALF OF ANY PERSON). NOR DOES IT DEAL WITH INSTRUMENTS ISSUED BY THE ISSUER FROM A BRANCH OUTSIDE AUSTRALIA, OR WITH DUAL CURRENCY INSTRUMENTS OR PARTLY PAID INSTRUMENTS. IF SUCH INSTRUMENTS ARE ISSUED, THEIR AUSTRALIAN TAXATION TREATMENT WILL BE SUMMARISED IN THE RELEVANT FINAL TERMS.

THE FOLLOWING SUMMARY IS A GENERAL GUIDE AND SHOULD BE TREATED WITH APPROPRIATE CAUTION. IT IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSTRUED AS, LEGAL OR TAX ADVICE TO ANY PARTICULAR HOLDER. PROSPECTIVE HOLDERS SHOULD BE AWARE THAT THE PARTICULAR TERMS OF ISSUE OF ANY SERIES OF INSTRUMENTS MAY AFFECT THE TAX TREATMENT OF THAT AND OTHER SERIES OF INSTRUMENTS. HOLDERS SHOULD CONSULT THEIR PROFESSIONAL ADVISERS.

Australian interest withholding tax ("IWT")

Generally, payments of principal and interest on the Instruments made by the Issuer to a Holder that is not a resident of Australia for Australian tax purposes ("**a Non-Resident**") (other than one deriving the interest in carrying on business in Australia at or through a permanent establishment in Australia) will not be subject to Australian taxes or duties other than IWT at a rate of 10% of the amount of an interest payment. However, IWT will not be payable if an exemption applies.

For IWT purposes, "interest" is defined to include amounts in the nature of, or paid in substitution for, interest and certain other amounts. Any premium or issue discount would be interest for these purposes.

There are also specific rules that can apply to treat a portion of the purchase price of the Instruments as interest for IWT purposes when Instruments that are originally issued at a discount, or with a maturity premium, or which do not pay interest at least annually, are sold by a Non-Resident (other than one holding the Instruments as part of a business carried on by it at or through a permanent establishment in Australia) to:

- a resident of Australia for Australian tax purposes ("**a Resident**") that does not acquire them in carrying on business at or through a permanent establishment in a country outside Australia; or
- a Non-Resident that acquires them in carrying on business in Australia at or through a permanent establishment in Australia.

Exemption from IWT under section 128F of the Australian Tax Act

Interest on the Instruments will be exempt from IWT if the requirements of section 128F of the *Australian Tax Act* ("**section 128F**") are satisfied in relation to the Instruments.

The Issuer proposes to issue the Instruments in a manner which will satisfy the requirements of section 128F.

The exemption from IWT available under section 128F is not intended to apply to related party loans. In particular, in order for that exemption to apply, the Issuer must not have known or had reasonable grounds to suspect, at the time of their issue, that any of the Instruments, or an interest in the Instruments, were being or would later be acquired either directly or indirectly by an Offshore Associate of the Issuer (other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Instruments or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (as defined in the *Australian Corporations Act 2001*)).

In addition, the exemption from IWT available under section 128F will not apply if, at the time of an interest payment in respect of an Instrument, the Issuer knew or had reasonable grounds to suspect that the recipient of the payment was an Offshore Associate of the Issuer (other than one receiving the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (as defined in the *Australian Corporations Act 2001*)).

For these purposes, an "**Offshore Associate**" means an associate (as defined in section 128F) of the Issuer that is either:

- a Non-Resident that does not acquire the Instruments and does not receive all payments under them in carrying on business in Australia at or through a permanent establishment in Australia; or
- a Resident that acquires the Instruments and receives payments under them in carrying on business at or through a permanent establishment in a country outside Australia.

Accordingly, if you are an Offshore Associate of the Issuer, you should not acquire any of the Instruments.

Payment of additional amounts because of a deduction or withholding in respect of IWT

If the Issuer is, at any time, compelled by law to deduct or withhold an amount in respect of IWT, then it must, subject to certain exceptions set out in Condition 8 (*Taxation*), pay such additional amounts as will result in the receipt by the Holders of such Instruments of such amounts as would have been received by them had no such deduction or withholding been required.

However, it is noted that Condition 8 (*Taxation*) provides that the Issuer will not be obliged to pay such additional amounts on account of IWT which is payable by reason of the Holder being an associate (as defined in section 128F) of the Issuer.

Withholding under section 126 of the *Australian Tax Act* (“*section 126*”) on certain Instruments in bearer form

Section 126 imposes a withholding tax, at the rate of (currently) 47%, on the payment of interest on bearer debentures if the issuer fails to disclose the names and addresses of certain holders of those debentures to the ATO. Section 126 does not apply to the payment of interest on debentures held by Non-Residents that do not carry on business at or through a permanent establishment in Australia where the issue of the debentures satisfied the requirements of section 128F. However, the operation of section 126 in relation to debentures held in some circumstances can be complex. Section 126 will not apply in any circumstances if the name and address of the holder of the bearer debentures is disclosed to the ATO. The ATO has issued a Taxation Determination stating that where interests in debentures are held by persons through a clearing house which lodges the bearer debentures with a common depository, the disclosure of the name and address of the clearing house will be sufficient for section 126 purposes.

Condition 8 (*Taxation*) provides that the Issuer will not be obliged to pay additional amounts on account of taxes which it is required to deduct and withhold under section 126 (or any equivalent provision) in respect of interest payable on such bearer Instruments where the tax would not be payable were the Holder not a "Resident of Australia" or a "Non-Resident" engaged in carrying on business in Australia at or through a permanent establishment of that "Non-Resident" in Australia.

Withholding for failure to provide Tax File Number (“*TFN*”) / Australian Business Number (“*ABN*”)

The Issuer is required to deduct and withhold tax from payments of interest at a rate that is currently 49% on the Instruments unless a TFN or, in certain circumstances, an ABN has been provided to the Issuer by the Holder, or the Holder has supplied the Issuer with proof of some other relevant exemption.

Provided that the requirements of section 128F have been satisfied with respect to the Instruments, the TFN / ABN withholding rules will not apply to payments to Holders that are Non-Residents and do not hold the Instruments in carrying on business in Australia at or through a permanent establishment in Australia.

Condition 8 (*Taxation*) provides that the Issuer will not be obliged to pay additional amounts on account of taxes deducted or withheld on payments made in respect of Instruments presented for payment by a Holder that could lawfully avoid (but has not so avoided) such deduction or withholding by complying with any statutory requirements or making a declaration of non-residence or other claim or filing for exemption.

Other Australian withholding taxes

Non-resident withholding tax

Under section 12-315 of Schedule 1 to the *Taxation Administration Act 1953 of Australia* (“**TAA**”), regulations may be made that require amounts to be withheld on account of tax liabilities of Non-Residents from certain payments that are made by an Australian entity to such Non-Residents.

These rules do not currently apply to payments in relation to the Instruments by the Issuer. However, the possible application of any future regulations to payments received by Non-Residents in respect of the Instruments will need to be monitored.

Supply withholding tax

Payments in respect of the Instruments will be able to be made free and clear of the “supply withholding tax” imposed under section 12-190 of Schedule 1 to the TAA.

Other Australian tax matters

Gains on disposal of Instruments by Non-Residents

Non-Residents that have never held their Instruments in the course of carrying on business at or through a permanent establishment within Australia will not be subject to Australian income tax on gains realised by them on the sale or redemption of the Instruments provided that such gains do not have an Australian source. A gain arising on the sale of Instruments by a Non-Resident Holder to another Non-Resident where the Instruments are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia would not generally be regarded as having an Australian source.

Garnishee directions

The Commissioner of Taxation for Australia may give a direction under section 255 of the *Australian Tax Act* or section 260-5 of Schedule 1 to the TAA or any similar provision requiring the Issuer to deduct or withhold from any payment to any other party (including any Holder) any amount in respect of tax payable by that other party. If the Issuer is served with such a direction, the Issuer intends to comply with that direction and make any deduction or withholding required by that direction.

Goods and services tax (“GST”)

Neither the issue, nor the receipt, of the Instruments will give rise to a liability for GST in Australia on the basis that the supply of the Instruments will comprise either an “input taxed financial supply” or (in the case of a supply to a Non-Resident Holder outside Australia) a “GST-free supply”. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal or redemption of the Instruments, would give rise to any GST liability in Australia.

Estate duties

No Instruments will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death.

Stamp duties

No ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Instruments.

New Zealand

The following comments apply to New Zealand source income constituting interest (as defined for New Zealand income tax purposes ("**NZ source interest**")). Interest payments under the Instruments issued by the Issuer may be regarded as payments of NZ source interest where, for example, the Instruments are issued by the Issuer through its branch in New Zealand.

New Zealand law requires a deduction on account of non-resident withholding tax to be made from the payment of NZ source interest made to any Holder who is neither a resident of New Zealand for income tax purposes, nor engaged in business in New Zealand through a fixed establishment in New Zealand.

If a Holder or beneficial owner of any Instruments issued by the Issuer acting through its New Zealand branch (including any joint beneficial owner) is a resident of New Zealand for New Zealand income tax purposes, or otherwise is a person the payment of interest (as defined for New Zealand tax purposes) to whom will be subject to New Zealand resident withholding tax, then a deduction on account of New Zealand resident withholding tax will be made from the payment of interest to that Holder or beneficial owner under such Instruments unless such Holder or beneficial owner (as the case may be) certifies that it holds a valid RWT exemption certificate for New Zealand resident withholding tax purposes and provides to the Issuer, the Registrar or any Paying Agent its New Zealand tax file number. The Issuer shall not make any additional payments to Holders or beneficial owners of Instruments issued by the Issuer acting through its New Zealand branch where any deduction on account of New Zealand resident withholding tax is made.

If a Holder or beneficial owner of any Instruments issued by the Issuer acting through its New Zealand branch derives interest (as defined for New Zealand tax purposes) jointly with one or more persons and at least one such person is resident for tax purposes in New Zealand and the interest derived by that Holder or beneficial owner is subject to New Zealand non-resident withholding tax, the rate of non-resident withholding tax is the applicable rate of resident withholding tax and that rate cannot be reduced to zero per cent. by payment of a New Zealand approved issuer levy amount. The Issuer shall not make any additional payments to such joint Holders of Instruments issued by the Issuer acting through its New Zealand branch where any deduction on account of New Zealand non-resident withholding tax is made.

United Kingdom

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Instruments. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of Instruments. The comments relate only to the position of persons who are absolute beneficial owners of the Instruments. The following is a general guide and should be treated with appropriate caution. Holders of Instruments who are in any doubt as to their tax position should consult their professional advisers.

Holders of Instruments who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Instruments are particularly advised to consult

their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions). In particular, Holders of Instruments should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Instruments even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

(A) United Kingdom Withholding Tax on United Kingdom-source interest

The following comments apply to United Kingdom-source interest (“**UK-source interest**”). Interest payments under Instruments issued by the Issuer may be regarded as payments of UK-source interest where, for example, the Instruments are issued by the Issuer through a branch in the United Kingdom or interest is paid out of funds maintained in the United Kingdom.

A.1 UK Instruments listed on a recognised stock exchange

The Instruments issued by the Issuer which carry a right to UK-source interest (“**UK Instruments**”) will constitute “quoted Eurobonds” provided they are and continue to be listed on a recognised stock exchange. Pursuant to Section 1005 of the *Income Tax Act 2007*, securities are listed on a recognised stock exchange for these purposes if they are (i) admitted to trading on that exchange and (ii) included in the Official List (within the meaning of and in accordance with Part 6 of the FSMA) or are officially listed in a qualifying country outside the United Kingdom in accordance with provisions corresponding to those generally applicable in EEA states. The London Stock Exchange is a recognised stock exchange for these purposes. While the UK Instruments are and continue to be quoted Eurobonds, payments of interest on the UK Instruments may be made without withholding or deduction for or on account of United Kingdom income tax.

A.2 All UK Instruments

In addition to the exemption set out in A.1 above, interest on the UK Instruments may be paid without withholding or deduction for or on account of United Kingdom income tax so long as the Issuer is a “bank” for the purposes of Section 878 of the *Income Tax Act 2007* and such payments are made by the Issuer in the ordinary course of its business. In accordance with the published practice of HM Revenue & Customs, such payments will be accepted as being made by the Issuer in the ordinary course of its business unless either:

- (i) the borrowing in question conforms to any of the definitions of Tier 1, 2 or 3 capital adopted by the Prudential Regulation Authority whether or not it actually counts towards Tier 1, 2 or 3 capital for regulatory purposes; or
- (ii) the characteristics of the transaction giving rise to the interest are primarily attributable to an intention to avoid United Kingdom tax.

HM Revenue & Customs has announced that it will amend its current published practice on when payments made by a “bank” for the purposes of Section 878 of the *Income Tax Act 2007* will be treated as made in the ordinary course of the “bank’s” business. Although the form which such amendments will take has yet to be announced (and further advice should be taken as and when that occurs), it is anticipated that, after such amendments have been made, interest on the Instruments should still be capable of being paid without withholding or deduction for or on account of United Kingdom income tax.

A.3 In all cases falling outside the exemptions described in A.1 and A.2 above, interest on the UK Instruments may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available under the provisions of any applicable double taxation treaty or to any other exemption which may apply. However, this withholding will not apply if the relevant interest is paid on UK Instruments with a maturity of less than one year from the date of issue and which are not issued under arrangements the effect of which is to render such Instruments part of a borrowing with a total term of a year or more.

(B) Payments under Deed of Covenant

Any payments made by the Issuer under the Deed of Covenant may not qualify for all the reliefs and exemptions from United Kingdom withholding tax described above.

(C) Provision of Information

HM Revenue & Customs have powers to obtain information, including in relation to interest or payments treated as interest and payments derived from securities. This may include details of the beneficial owners of the Instruments (or the persons for whom the Instruments are held), details of the persons to whom payments derived from the Instruments are or may be made and information in connection with transactions relating to the Instruments. Information obtained by HM Revenue & Customs may be provided to tax authorities in other countries.

(D) Other Rules Relating to United Kingdom Withholding Tax

- (a) Instruments may be issued at an issue price of less than 100 per cent. of their principal amount. Any discount element on any such Instruments will not generally be subject to any United Kingdom withholding tax pursuant to the provisions mentioned in (A) above, but may be subject to reporting requirements as outlined in (C) above.
- (b) Where Instruments are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax and reporting requirements as outlined above.
- (c) Where interest has been paid under deduction of United Kingdom income tax, Holders of Instruments who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.
- (d) The references to “interest” above (including in (A), (B) and (C) above) mean “interest” as understood in United Kingdom tax law and, in particular, do not include interest which falls to be treated under the United Kingdom tax rules as a distribution. The statements above do not take any account of any different definitions of “interest” or “principal” which may prevail under any other law or which may be created by the terms and conditions of the Instruments or any related documentation.
- (e) The above description of the United Kingdom withholding tax position assumes that there will be no substitution of the Issuer pursuant to Condition 16 (*Substitution of the Issuer*) of the Instruments or otherwise and does not consider the tax consequences of any such substitution.

EU Savings Directive (2003/48/EC)

Under *Council Directive 2003/48/EC* on the taxation of savings income (the “**Savings Directive**”), each Member State of the European Union is required to provide to the tax authorities of another Member State of the European Union details of payments of interest or other similar income made by a person within its jurisdiction to, or collected by such a person for, an individual or certain other types of person resident in that other Member State of the European Union; however, for a transitional period, Austria and Luxembourg may instead be required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. A number of non-EU countries, including Switzerland, have adopted similar measures (a withholding system in the case of Switzerland). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Savings Directive.

The Council of the European Union has adopted *Council Directive 2014/48/EU* (the “**Amending Directive**”) amending the Savings Directive, which will, when implemented, inter alia, broaden the circumstances in which the information reporting or withholding requirements apply to payments that indirectly benefit an individual resident in a Member State. These requirements will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied and may in some cases apply where the person, entity or legal arrangement is established or effectively managed outside the EU. The Amending Directive will also expand the types of payment to which the Savings Directive applies, in particular to include additional types of income payable on securities. The Amending Directive requires Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

SUBSCRIPTION AND SALE

Instruments may be issued from time to time by the Issuer to any one or more of Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Deutsche Bank AG, London Branch, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities PLC., Merrill Lynch International, Morgan Stanley & Co. International plc, Nomura International plc, The Royal Bank of Scotland plc, UBS Limited and Westpac Banking Corporation (the “**Dealers**”). Instruments may also be issued by the Issuer direct to institutions who are not Dealers. The arrangements under which Instruments may from time to time be agreed to be issued by the Issuer to, and subscribed by, Dealers are set out in an amended and restated dealership agreement dated on or about 15 November 2013, as supplemented by way of a supplemental dealership agreement dated 14 November 2014 (the “**Dealership Agreement**”) and made between the Issuer and the Dealers. Any such agreement will, inter alia, make provision for the form and terms and conditions of the relevant Instruments, the price at which such Instruments will be subscribed for by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Instruments.

Certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer’s affiliates. Dealers or their affiliates which have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which would consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially any Instruments issued under the Programme. Any such short positions could adversely affect future trading prices of any Instruments issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

United States of America:

Regulation S Category 2; TEFRA D, unless TEFRA C is specified as applicable in the relevant Final Terms; Rule 144A Eligible if so specified in the relevant Final Terms.

Instruments have not been, and will not be, registered under the *United States Securities Act of 1933*, as amended (the “**Securities Act**”), or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Instruments in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain

transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Dealership Agreement, it will not offer, sell or deliver Instruments, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Instruments comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Instruments to or through more than one Dealer, by each of such Dealers as to Instruments of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to or for the account or benefit of U.S. persons, and such Dealer will have sent to each dealer to which it sells Instruments during the restricted period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Instruments within the United States or to or for the account or benefit of U.S. persons.

In addition, until 40 days after the commencement of the offering of Instruments comprising any Tranche, any offer or sale of Instruments within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act (if available).

In certain limited circumstances, Registered Instruments may be offered within the United States only to person reasonably believed to be 'qualified institutional buyers' in accordance with Rule 144A under the Securities Act. Registered Instruments issued in these certain limited circumstances will bear a Restrictive Legend in accordance with Condition 3.8.

European Economic Area:

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Instruments to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Instruments to the public in that Relevant Member State:

- (a) if the Final Terms in relation to the Instruments specify that an offer of those Instruments may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Public Offer**"), following the date of publication of a prospectus in relation to such Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Public Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Public Offer;

- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Instruments referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Instruments to the public” in relation to any Instruments in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments, as the same may be varied in that Relevant Member State by any measure implementing the “Prospectus Directive” in that Relevant Member State, the expression Prospectus Directive means *Directive 2003/71/EC* (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression 2010 PD Amending Directive means *Directive 2010/73/EU*.

United Kingdom:

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (1) General compliance: It has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom; and
- (2) Financial promotion: It has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Instruments in circumstances in which section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Issuer.

Australia:

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that in connection with the distribution of the Instruments, it:

- (i) will not make any offer or invitation in Australia or any offer or invitation which is received in Australia in relation to the issue, sale or purchase of any Instruments unless the offeree is required to pay at least A\$500,000 for the Instruments or its foreign currency equivalent (in either case disregarding amounts, if any, lent by the Issuer or other person offering the Instruments or its associates (within the meaning of those expressions in Part 6D.2 of the *Corporations Act 2001 of Australia* (the “**Corporations Act**”)), or it is otherwise an offer or

invitation for which by virtue of section 708 of the Corporations Act no disclosure is required to be made under Part 6D.2 of the Corporations Act and is not made to a retail client (as defined in section 761G of the Corporations Act); and

- (ii) has not circulated or issued and will not circulate or issue a disclosure document relating to the Instruments in Australia or received in Australia which requires lodging under Division 5 of Part 6D.2 or under Part 7 of the Corporations Act.

Hong Kong:

In relation to each Tranche of Instruments, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

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

Japan:

The Instruments have not been and will not be registered under the *Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended (the "**FIEL**")*) and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Instruments, directly or indirectly, in Japan or to, or for the account or benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, any Japanese Person, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

France:

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, directly or indirectly, any Instruments to the public in France, and that offers and sales of Instruments in France will be made only to providers of investment services relating to portfolio management for the

account of third parties and/or to qualified investors (*investisseurs qualifiés*) acting for their own account, as defined in Articles L.411-2 and D.411-1 of the *French Code monétaire et financier*, but excluding individuals.

No re-transfer, directly or indirectly, of the Instruments in France, other than in compliance with applicable laws and regulations and in particular those relating to a public offering (which are, in particular, embodied in Articles L.411-1, L.411-2, L.412-1 and L.621-8 and seq. of the *French Code monétaire et financier*) shall be made.

In addition, each of the Dealers represents and agrees that it has not distributed or caused to be distributed and will not distribute or cause to be distributed in France, the Base Prospectus or any other offering material relating to the Instruments other than to investors to whom offers and sales of Instruments in France may be made as described above.

The Republic of Ireland:

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (A) it will not underwrite the issue of, or place the Instruments, otherwise than in conformity with the provisions of the *European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended)*, including, without limitation, Regulations 7 and 152 thereof or any codes of conduct used in connection therewith and the provisions of the *Investor Compensation Act 1998*;
- (B) it will not underwrite the issue of, or place, the Instruments, otherwise than in conformity with the provisions of the *Companies Acts 1963 - 2013 (as amended) of Ireland (as amended)*, the *Central Bank Acts 1942 - 2013 (as amended)* and any codes of conduct rules made under Section 117(1) of the *Central Bank Act 1989*; and
- (C) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Instruments, otherwise than in conformity with the provisions of the *Market Abuse (Directive 2003/6/EC) Regulations 2005 (as amended)* and any rules issued under Section 34 of the *Investment Funds, Companies and Miscellaneous Provisions Act 2005* by the Central Bank of Ireland.

Italy:

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the offering of the Instruments has not been registered pursuant to Italian securities legislation and, accordingly, the Instruments may not be offered, sold or delivered, nor may copies of this Base Prospectus or any other document relating to the Instruments be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as referred to in Article 100 of *Legislative Decree No. 58 of 24 February 1998, as amended ("Decree No. 58")* and Article 34-ter, first paragraph, letter b, of the *Italian Securities Exchange Commission ("CONSOB") Regulation No. 11971 of 14 May 1999, as amended* (the "**11971 Regulation**") provided that such qualified investors will act in that capacity and not as depositaries or nominees for other holders; or

- (b) in any other circumstances which are exempted from the rules on offers to the public pursuant to Article 100 of Decree No. 58 and 34-ter of the 11971 Regulation.

Furthermore, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer, sale or delivery of the Instruments or distribution of copies of this Base Prospectus or any other document relating to the Instruments in the Republic of Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with *Decree No. 58, Legislative Decree No. 385 of 1 September 1993, as amended ("Decree No. 385")*, CONSOB Regulation No. 16190 of 29 October 2007, as amended and any other applicable laws and regulations;
- (ii) in compliance with Article 129 of Decree No. 385 and the implementing guidelines of the Bank of Italy, as amended from time to time (*Istruzioni di Vigilanza della Banca d'Italia*), pursuant to which the issue, offer, sale, trading, or placement of securities in Italy may need to be followed by appropriate notice to be filed with the Bank of Italy; and
- (iii) in accordance with any other applicable notification requirements, limitations, laws and regulations, including (but not limited to) those imposed by CONSOB or by the Bank of Italy.

Each Dealer acknowledges that, and is aware of the fact that, pursuant to Italian laws, including Article 100-bis of Decree No. 58:

- (a) any subsequent resale of the Instruments - which have been previously the subject of an exempted offer - shall be subject to registration and shall be accompanied by a prospectus to the extent that such a resale qualifies as an offer to the public and it is not exempted from the registration and prospectus requirements;
- (b) any subsequent and systematic resale of the Instruments – which have been previously allotted in Italy or abroad to Qualified Investors (as defined above) – to individuals (or entities) other than Qualified Investors over the 12 months following the original allotment qualifies as an offer to the public (subject to registration and to the publication of a prospectus) to the extent that it is not exempted from the registration and prospectus requirements;
- (c) if the resale under letter (b) above occurs in the absence of a properly published prospectus, the purchaser of the Instruments – who has acted outside its professional or business purposes – may obtain a court order declaring the agreement for the purchase of the Instruments null and void and obliging the authorised dealer who sold the Instruments to pay damages incurred by the purchaser. Furthermore, the seller of the Instruments:
- (i) shall ensure the repayment of the Instruments' nominal value to the purchaser;
- (ii) will be fined not less than one fourth of the overall counter value of the offer and not more than the double of that amount (unless such a counter value cannot be determined, in which case the fine would be not lower than EUR 100,000 and not higher than EUR 2,000,000);

and as a result of the levy of the financial sanctions referred to above, directors and officers of the seller are temporarily suspended from their office and are prevented from taking up or, as the case may be, are suspended from management and control positions in listed companies for a period of not less than two months and not more than three years.

The Netherlands:

The Instruments may not be offered or sold, directly or indirectly, as part of any initial distribution or at any time thereafter, directly or indirectly, to any person other than to professional market parties (*professionele marktpartijen*) as defined in the Wft in The Netherlands.

In addition and without prejudice to the relevant restrictions set out directly above, each Dealer represents, warrants and agrees that Zero Coupon Instruments (as defined below) in definitive form of the Issuer may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the Issuer or a member firm of Euronext N.V. in full compliance with the *Dutch Savings Certificates Act (Wet inzake spaarbewijzen)* of 21 May 1985 (as amended) and its implementing regulations. No such mediation is required in respect of (i) the initial issue of such Zero Coupon Instruments to the first Holders thereof, (ii) the transfer and acceptance of Zero Coupon Instruments in definitive form between individuals not acting in the conduct of a business or profession, or (iii) the transfer and acceptance of such Zero Coupon Instruments within, from or into The Netherlands if all Zero Coupon Instruments (either in definitive form or as rights representing an interest in a Zero Coupon Instrument in global form) of any particular Series or Tranche are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter.

As used herein “**Zero Coupon Instruments**” are Instruments that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

In addition and without prejudice to the relevant restrictions set out directly above, each Dealer represents, warrants and agrees, and each further Dealer appointed will be required to represent, warrant and agree, that as of 1 January 2012 it shall include in:

- (a) any offer of Instruments to the public in The Netherlands other than an offer:
 - (i) in respect of which a prospectus (and, as the case may be, any supplement or supplements if required) approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*) (the “**AFM**”) (or, where appropriate, by the competent authority in another Member State of the European Economic Area which has implemented the Prospectus Directive and notified to the AFM in accordance with the Prospectus Directive) has been made generally available; or
 - (ii) only to qualified investors as defined in the Prospectus Directive; and
- (b) any advertisement relating to such an offer, and any document in which the prospect of such offer is held out, that:
 - (A) no prospectus approved by the AFM has been or will be made generally available; and

(B) such offer is not supervised by the AFM,

in such manner as prescribed by the AFM from time to time.

For purposes of this provision the expression Prospectus Directive shall have the meaning set out under the paragraph above headed "European Economic Area".

New Zealand:

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and agrees it will not, directly or indirectly, offer, sell or deliver any Instruments, Receipts, Coupons and Talons in New Zealand or distribute any information memorandum (including this Base Prospectus), any Final Terms or other offering memorandum or any advertisement in relation to any offer of Instruments, Receipts, Coupons and Talons in New Zealand other than, at any time on or before 30 November 2014:

- (a) to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money or who in all cases can properly be regarded as having been selected otherwise than as a member of the public; or
- (b) in other circumstances where there is no contravention of the *Securities Act 1978 of New Zealand*; and

at any time on or after 1 December 2014, to a "wholesale investor" as that term is defined in clause 3(2) of Schedule 1 to the *Financial Markets Conduct Act 2013 of New Zealand*, being:

- (a) a person who is:
 - (i) an "investment business";
 - (ii) "large"; or
 - (iii) a "government agency",

in each case as defined in Schedule 1 to the *Financial Markets Conduct Act 2013 of New Zealand*; or

- (b) a person who meets the "investment criteria" specified in clause 38 of *Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand*.

Where Instruments are issued by the Issuer acting through its New Zealand branch or amounts payable in relation to any Instruments are payable in New Zealand Dollars, each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Instruments, Receipts, Coupons and Talons to persons whom it reasonably believes to be persons to whom any amounts payable on the Instruments, Receipts, Coupons and Talons are or would be subject to New Zealand resident withholding tax, unless such persons:

- (a) certify they hold a valid RWT exemption certificate for New Zealand resident withholding tax purposes, and

- (b) provide a New Zealand tax file number to such Dealer (in which event the Dealer shall provide details thereof to the Issuer, the Registrar or any Paying Agent pursuant to the Issue and Paying Agency Agreement).

Singapore:

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

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

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Instruments pursuant to an offer made under Section 275 of the SFA except:

1. to an institutional investor or to a relevant person defined in Section 275 (2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
2. where no consideration is or will be given for the transfer;
3. where the transfer is by operation of law;
4. as specified in Section 276(7) of the SFA; or
5. as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Spain:

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent or agree, that the Instruments might be offered or sold in the Kingdom of Spain by means of a public offer as defined under article 30bis of the *Spanish Securities Market Law, of*

28 July 1988 (*Ley 24/1988, de 28 de Julio, del Mercado de Valores*), as amended and restated, and supplemental rules thereunder, subject to the fulfilment of the requirements and provisions applicable to public offerings in the Kingdom of Spain.

Taiwan:

The Instruments may not be sold, offered or issued to Taiwan resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase outside Taiwan by such investors and/or (ii) in Taiwan, (A) in the case of Instruments which are a “structured product” as defined in the *Regulation Governing Offshore Structured Products of the Republic of China (“OSP Regulation”)* through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the OSP Regulation or (B) in the case of Instruments which are not “structured products” under the OSP Regulation, through properly licensed Taiwan intermediaries (including the non-discretionary monetary trust of licensed banks in Taiwan acting as trustees) in such manner as complies with Taiwan law and regulation and/or (iii) in such other manner as may be permitted in accordance with applicable laws and regulations of Taiwan.

General:

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Instruments or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Instruments or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material.

The Dealership Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) in official interpretation, in applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in this section.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Instruments) or (in any other case) in a supplement to this document.

In addition, each Dealer has represented and agreed that, in connection with the distribution of the Instruments, it has not sold Instruments nor will it sell any Instrument to a person if, at the time of the sale, the Dealer knew or had reasonable grounds to suspect that, as a result of the sale, the Instrument, or an interest in the Instrument, was being, or would later be, acquired either directly or indirectly by an Offshore Associate of the Issuer other than one acting in the capacity of dealer, manager or underwriter in relation to the placement of the Instruments or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act.

GENERAL INFORMATION

1. The admission of the Programme to listing on the Official List of the UK Listing Authority and to trading on the London Stock Exchange's Regulated Market is expected to take effect on or about 14 November 2014. The price of the Instruments on the price list of the London Stock Exchange will be expressed as a percentage of their principal amount (exclusive of accrued interest). Any Tranche of Instruments intended to be listed on the Official List of the UK Listing Authority and to be traded on the London Stock Exchange's Regulated Market will be admitted to listing and trading upon submission to the UK Listing Authority and the London Stock Exchange of the relevant Final Terms and any other information required by the UK Listing Authority and the London Stock Exchange, subject to the issue of the relevant Instruments. Prior to admission to trading, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day in London after the day of the transaction.
2. The update of the Programme was authorised pursuant to a resolution of Westpac Banking Corporation's Directors passed on 31 October 2006 and an approval given on 29 April 2014 by Westpac Banking Corporation's Managing Director and Chief Executive Officer. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of its obligations under the Instruments.
3. The yield for any particular Series of Instruments will be specified in the applicable Final Terms and will be calculated on the basis of the compound annual rate of return if the relevant Instruments were to be purchased at the Issue Price on the Issue Date and held to maturity. Set out below is an example formula for the purposes of calculating the yield of Fixed Rate Instruments or Zero Coupon Instruments. The Final Terms in respect of any Floating Rate Instruments will not include any indication of yield.

$$\text{Issue Price} = \text{Rate of Interest} * \frac{1 - \left(\frac{1}{(1 + \text{Yield})^n} \right)}{\text{Yield}} + \left[\text{Final Redemption Amount} * \frac{1}{(1 + \text{Yield})^n} \right]$$

Where:

"Rate of Interest" means the Rate of Interest expressed as a percentage as specified in the applicable Final Terms and adjusted according to the frequency (and in the case of Zero Coupon Instruments, means "0") i.e. for a semi-annual paying Note, the rate of interest is half the stated annualised rate of interest in the Final Terms;

"Yield" means the yield to maturity calculated on a frequency commensurate with the frequency of interest payments as specified in the applicable Final Terms (and in the case of Zero Coupon Instruments, means Accrual Yield as specified in the applicable Final Terms); and

"n" means the number of interest payments to maturity.

Set out below is a worked example illustrating how the yield on a Series of Fixed Rate Instruments could be calculated on the basis of the above formula. It is provided for

purposes of illustration only and should not be taken as an indication or prediction of the yield for any Series of Instruments; it is intended merely to illustrate the way in which the above formula could be applied.

Where: N = 6

Rate of Interest = 3.875 per cent.

Issue Price = 99.392

Final Redemption Amount = 100

$$99.392 = 3.875 * \frac{1 - \left(\frac{1}{(1 + Yield)^6} \right)}{Yield} + \left[100 * \frac{1}{(1 + Yield)^6} \right]$$

Yield = 3.99 per cent. (calculated by iteration)

The yield specified in the applicable Final Terms in respect of a Series of Instruments will not be an indication of future yield.

4. The Instruments have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Instruments of each Series will be specified in the Final Terms relating thereto. The Instruments have been accepted for clearance through the CMU Service. The CMU Service Instrument Number for each Series of Instruments intended to be cleared through the CMU Service will be specified in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Instruments for clearance together with any further appropriate information.
5. Bearer Instruments (other than Temporary Global Instruments) and any Coupon appertaining thereto will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code." The sections referred to in such legend provide that a United States person who holds a Bearer Instrument, Receipt or Coupon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bearer Instrument, Receipt or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.
6. Settlement arrangements will be agreed between the Issuer, the relevant Dealer and the Fiscal Agent or, as the case may be, the Registrar in relation to each Tranche of Instruments.
7. There is a prohibition on, or in some cases the specific prior approval of the Australian Department of Foreign Affairs and Trade or the Minister for Foreign Affairs must be obtained for, certain payments or other dealings connected with parties identified with terrorism or to whom United Nations or autonomous Australian sanctions apply. The Australian Department of Foreign Affairs and Trade maintains a list of all persons and entities having a proscribed connection with terrorism, or to whom United Nations or autonomous Australian sanctions apply, which is available to the public at the Department's website at: http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html.

8. The following legend must appear on every form of Instrument, Receipt, Coupon or Talon issued by Westpac Banking Corporation (a) regardless of which branch of Westpac Banking Corporation has issued such Instrument, Receipt, Coupon or Talon if such Instrument, Receipt, Coupon or Talon is denominated in New Zealand Dollars; or (b) through Westpac Banking Corporation "New Zealand branch" regardless of which currency the Instrument, Receipt, Coupon or Talon is denominated in:

"IF THE HOLDER OF ANY PART HEREOF IS A RESIDENT OF NEW ZEALAND FOR TAX PURPOSES OR OTHERWISE IS A PERSON THE PAYMENT OF INTEREST (AS DEFINED FOR NEW ZEALAND INCOME TAX PURPOSES) TO WHOM WILL BE SUBJECT TO NEW ZEALAND RESIDENT WITHHOLDING TAX, THEN A DEDUCTION FOR NEW ZEALAND RESIDENT WITHHOLDING TAX MAY BE MADE FROM ANY AMOUNT PAYABLE UNDER THIS [TEMPORARY/PERMANENT GLOBAL DEFINITIVE/REGISTERED/INSTRUMENT/COUPON/TALON/RECEIPT] WHICH IS SUBJECT TO NEW ZEALAND RESIDENT WITHHOLDING TAX UNLESS ANY SUCH HOLDER CERTIFIES THAT IT HOLDS A VALID RWT EXEMPTION CERTIFICATE FOR NEW ZEALAND RESIDENT WITHHOLDING TAX PURPOSES AND PROVIDES THE HOLDER'S NEW ZEALAND TAX FILE NUMBER.

ON PRESENTATION OF THIS [TEMPORARY/PERMANENT/GLOBAL/DEFINITIVE/REGISTERED INSTRUMENT/COUPON/TALON/RECEIPT] FOR PAYMENT OR, IF APPLICABLE, UPON THE RECEIPT OF SUCH PAYMENT, THE HOLDER OF ANY PART HEREOF HEREBY CERTIFIES THAT IF IT IS A RESIDENT OF NEW ZEALAND FOR TAX PURPOSES OR OTHERWISE IS A PERSON THE PAYMENT OF INTEREST TO WHOM WILL BE SUBJECT TO NEW ZEALAND RESIDENT WITHHOLDING

TAX, THAT IT HOLDS A VALID RWT EXEMPTION CERTIFICATE FOR NEW ZEALAND RESIDENT WITHHOLDING TAX PURPOSES."

9. Any person (and each employee, representative, or other agent of such person) may disclose to any and all persons, without limitation of any kind, the United States Federal income tax treatment and the United States Federal income tax structure of the Instrument, Coupon or Talon and all materials of any kind (including opinions or other tax analyses) that are provided to such Holder relating to such tax treatment and tax structure.
10. There are no, nor during the 12 months before the date of this Base Prospectus have there been any, legal, arbitration or governmental proceedings (including any such proceedings which are pending or threatened) of which the Issuer or its controlled entities are aware involving the Issuer or any of its controlled entities which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and its controlled entities taken as a whole.
11. Since 30 September 2014, the last day of the financial period in respect of which the most recent published audited consolidated financial statements of the Issuer have been prepared, there has been no material adverse change in the prospects of the Issuer and its controlled entities taken as a whole.
12. Since 30 September 2014, the last day of the financial period in respect of which the most recent published audited consolidated financial statements of the Issuer have been

prepared, there has been no significant change in the financial position of the Issuer and its controlled entities taken as a whole.

13. PricewaterhouseCoopers Australia ("**PwC Australia**"), Chartered Accountants, audited the Issuer's consolidated financial statements for the periods ended 30 September 2014 and 30 September 2013 in accordance with Australian Auditing Standards. PwC Australia partners are members or affiliate members of the Institute of Chartered Accountants in Australia.
14. The liability of PwC Australia, with respect to claims arising out of its audit reports, is subject to the limitations set forth in the *Professional Standards Act 1994 of New South Wales*, Australia (the "**Professional Standards Act**") and The Institute of Chartered Accountants in Australia (NSW) Scheme adopted by The Institute of Chartered Accountants in Australia ("**ICAA**") and approved by the New South Wales Professional Standards Council pursuant to the Professional Standards Act (the "**NSW Accountants Scheme**" or, in relation to matters occurring on or prior to 7 October 2007, the predecessor scheme). The Professional Standards Act and the NSW Accountants Scheme may limit the liability of PwC Australia for damages with respect to certain civil claims arising in, or governed by the laws of, New South Wales directly or vicariously from anything done or omitted in the performance of its professional services for the Issuer, including, without limitation, its audits of the Issuer's financial statements, to the lesser of (in the case of audit services) ten times the reasonable charge for the service provided and a maximum liability for audit work of A\$75 million or, in relation to matters occurring on or prior to 7 October 2007, A\$20 million. The limit does not apply to claims for breach of trust, fraud or dishonesty.

In addition, there is equivalent professional standards legislation in place in other states and territories in Australia and amendments have been made to a number of Australian federal statutes to limit liability under those statutes to the same extent as liability is limited under state and territory laws by professional standards legislation.

These limitations of liability may limit recovery upon the enforcement in Australian courts of any judgment under U.S. or other foreign laws rendered against PwC Australia based on or related to its audit report on the Issuer's financial statements. Substantially all of PwC Australia's assets are located in Australia. However, the Professional Standards Act and the NSW Accountants Scheme have not been subject to judicial consideration and therefore how the limitation will be applied by the courts and the effect of the limitation on the enforcement of foreign judgments are untested.

15. For so long as the Programme remains in effect or any Instruments are outstanding, copies of the following documents may be inspected during normal business hours at the office of the Fiscal Agent and Principal Registrar (or the other specified office(s) of the Paying Agent(s) in the United Kingdom) specified on page 178 of this Base Prospectus and at the registered head office of the Issuer, namely:
 - (a) the constitutional documents of the Issuer;
 - (b) the Base Prospectus in relation to the Programme, together with any supplements thereto;
 - (c) the Issue and Paying Agency Agreement;

- (d) the Deed of Covenant;
 - (e) the most recently publicly available audited financial statements of the Issuer beginning with such financial statements (including the auditors' report thereon and notes thereto) for the years ended 30 September 2014 and 30 September 2013; and
 - (f) any Final Terms relating to Instruments which are listed, traded and/or quoted on or by any competent listing authority, stock exchange and/or quotation system.
16. The Issuer may, on or after the date of the Base Prospectus, make applications for one or more further certificates of approval under Article 18 of the Prospectus Directive as implemented in the United Kingdom to be issued by the FCA to the competent authority in any one of the following Member States: Belgium; Germany; Ireland; Luxembourg; The Netherlands; Spain; Italy; France; Austria; and those jurisdictions which have issued certificates of approval pursuant to Article 18 of the Prospectus Directive.
17. The price at which any Series of Instruments will be offered will be established by the Issuer and relevant Dealer(s) on or before the applicable Issue Date of the relevant Series of Instruments in accordance with prevailing market conditions and will be disclosed in the applicable Final Terms. The Issue Price of the Instruments of any Series may be less than, equal to or greater than the par value of the relevant Series of Instruments.

The amount of any expenses and/or taxes (if any) specifically charged to any subscriber or purchaser of the Instruments of any Series will be disclosed in the applicable Final Terms.

REGISTERED AND HEAD OFFICE OF THE ISSUER**Westpac Banking Corporation**

Level 20, 275 Kent Street
 Sydney NSW 2000
 Australia

DEALERS**Barclays Bank PLC**

5 The North Colonnade
 Canary Wharf
 London E14 4BB
 United Kingdom

BNP Paribas

10 Harewood Avenue
 London NW1 6AA
 United Kingdom

Citigroup Global Markets Limited

Citigroup Centre
 Canada Square
 Canary Wharf
 London E14 5LB
 United Kingdom

Deutsche Bank AG, London Branch

Winchester House
 1 Great Winchester Street
 London EC2N 2DB
 United Kingdom

Goldman Sachs International

Peterborough Court
 133 Fleet Street
 London EC4A 2BB
 United Kingdom

J.P. Morgan Securities PLC

25 Bank Street
 Canary Wharf
 London E14 5JP
 United Kingdom

HSBC Bank plc

8 Canada Square
 London E14 5HQ
 United Kingdom

**Morgan Stanley & Co. International
 plc**

25 Cabot Square
 Canary Wharf
 London E14 4QA
 United Kingdom

Merrill Lynch International

2 King Edward Street
 London EC1A 1HQ
 United Kingdom

The Royal Bank of Scotland plc

135 Bishopsgate
 London EC2M 3UR
 United Kingdom

Nomura International plc

1 Angel Lane
 London EC4R 3AB
 United Kingdom

UBS Limited

1 Finsbury Avenue
 London EC2M 2PP
 United Kingdom

Westpac Banking Corporation

Level 20, 275 Kent Street
 Sydney NSW 2000
 Australia

**AUDITORS OF WESTPAC BANKING
CORPORATION**

PricewaterhouseCoopers

Darling Park Tower 2
201 Sussex Street
Sydney NSW 1171
Australia

FISCAL AGENT and PRINCIPAL REGISTRAR

The Bank of New York Mellon

One Canada Square
London E14 5AL
United Kingdom

FIRST ALTERNATIVE REGISTRAR

The Bank of New York Mellon (Luxembourg) S.A.

Vertigo Building, Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

SECOND ALTERNATIVE REGISTRAR

The Bank of New York Mellon, New York Branch

101 Barclay Street
New York, NY 10286
United States of America

LUXEMBOURG PAYING AGENT

The Bank of New York Mellon (Luxembourg) S.A.

Vertigo Building, Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

HONG KONG PAYING AGENT AND LODGING AGENT

The Bank of New York Mellon, Hong Kong Branch

24/F, Three Pacific Place
1 Queen's Road East
Hong Kong

LEGAL ADVISERS

To the Issuer as to English law

Slaughter and May

One Bunhill Row
London EC1Y 8YY
United Kingdom

To the Issuer as to Australian law

Allens

Deutsche Bank Place Corner
Hunter and Phillip Streets Sydney
NSW 2000
Australia

To the Dealers as to English law

Sidley Austin LLP

Woolgate Exchange
25 Basinghall Street
London EC2V 5HA
United Kingdom

OFFERING CIRCULAR – APPLICABLE TO PD EXEMPT INSTRUMENTS

PAGES 180 TO 204 (INCLUSIVE) OF THIS OFFERING MEMORANDUM COMPRISE AN OFFERING CIRCULAR (“*OFFERING CIRCULAR*”). THE OFFERING CIRCULAR HAS BEEN PREPARED BY THE ISSUER IN CONNECTION WITH THE ISSUANCE OF DEBT INSTRUMENTS OTHER THAN DEBT INSTRUMENTS TO BE ADMITTED TO THE OFFICIAL LIST OF THE UK LISTING AUTHORITY AND TO BE ADMITTED TO TRADING ON THE LONDON STOCK EXCHANGE'S REGULATED MARKET (“*PD EXEMPT INSTRUMENTS*”). THE OFFERING CIRCULAR HAS NOT BEEN REVIEWED OR APPROVED BY THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF *DIRECTIVE 2003/71/EC*, AS AMENDED (THE “*PROSPECTUS DIRECTIVE*”).

The Offering Circular is to be read in conjunction with the following sections of the base prospectus set out on pages 1 to 179 inclusive of this Offering Memorandum (the “*Base Prospectus*”) (save as amended herein):

- Risk Factors;
- Summary of the Programme;
- Documents Incorporated by Reference;
- Terms and Conditions of the Instruments;
- Use of Proceeds;
- Westpac Banking Corporation;
- Taxation;
- Subscription and Sale; and
- General Information,

each of which shall be deemed to be incorporated by reference herein. This Offering Circular shall be read on the basis that such sections of the Base Prospectus are so incorporated and form part of this Offering Circular.

Westpac Banking Corporation (ABN 33 007 457 141) (the “*Issuer*” or “*Westpac*”) may offer from time to time unsecured, unsubordinated debt obligations as described in the Base Prospectus. PD Exempt Instruments may be issued under this Offering Circular as specified in the applicable Pricing Supplement (as defined below). Any PD Exempt Instruments issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions described herein. This does not affect any PD Exempt Instruments issued before the date of this Offering Circular. The Issuer has previously published, and may in the future publish, other prospectuses or offering documents in relation to the issue of other classes of debt obligations under the Programme.

Westpac is the ultimate parent of the Westpac group of companies (the “*Westpac Group*”). Westpac may offer PD Exempt Instruments acting through its head office in Sydney or one or more of its branches outside the Commonwealth of Australia (“*Australia*”).

The PD Exempt Instruments have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities laws, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Instruments are being offered only in offshore transactions in accordance with Regulation S under the Securities Act and, in certain limited circumstances, Registered Instruments may be offered to ‘qualified institutional buyers’ only in accordance with Rule 144A under the Securities Act, in each case, in compliance with applicable securities laws.

The aggregate principal amount of PD Instruments and PD Exempt Instruments outstanding will not at any time exceed the Programme Limit (or the equivalent in other currencies at the date of issue). Any such issue will be made pursuant to such documentation as Westpac may determine.

PD Exempt Instruments may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the Issuer and the relevant Dealer(s). The Issuer may also issue unlisted PD Exempt Instruments and/or PD Exempt Instruments not admitted to trading on any market.

PD Exempt Instruments will be issued in one or more tranches (each a “**Tranche**”) within one or more series (each a “**Series**”). Tranches of PD Exempt Instruments within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

A pricing supplement may be issued for each Tranche of PD Exempt Instruments (“**Pricing Supplement**”) and shall be read in conjunction with the Terms and Conditions contained in the Base Prospectus incorporated by reference as the Terms and Conditions of this Offering Circular. The Pricing Supplement will contain details of the aggregate principal amount of the Tranche of PD Exempt Instruments and the interest (if any) payable in respect of, and the issue price, issue date and maturity date of the Tranche of PD Exempt Instruments, together with any other terms and conditions not contained in this Offering Circular which apply to that Tranche of PD Exempt Instruments, as may be agreed between the Issuer and any Dealer.

Prospective investors should ensure that they understand the nature of the relevant PD Exempt Instruments and the extent of their exposure to risks and that they consider the suitability of the relevant PD Exempt Instruments as an investment in the light of their own circumstances and financial condition. It is the responsibility of prospective purchasers to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the PD Exempt Instruments and are not relying on the advice of the Issuers or any Dealer in that regard. Prospective investors should consider carefully the risks set forth under “Risk Factors” (incorporated by reference herein) prior to making investment decisions with respect to the PD Exempt Instruments.

PD Exempt Instruments when issued may be rated or unrated. Where an issue of a certain series of PD Exempt Instruments is rated, its rating will not necessarily be the same as the rating applicable to the Programme (if any) and (where applicable) such rating may be specified in the applicable Pricing Supplement. A credit rating is not a recommendation to buy, sell or hold the PD Exempt Instruments and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

This Offering Circular and the documents incorporated in this Offering Circular by reference (see “Documents incorporated by reference” on page 48 of the Base Prospectus and incorporated by reference into and forming part of this Offering Circular) are available on the internet site www.westpac.com.au. Internet site addresses in this Offering Circular are included for reference only and the contents of any such internet sites are not incorporated by reference into, and do not form part of, this Offering Circular.

Each Series of PD Exempt Instruments will (a) be represented on issue by a temporary global debt instrument in bearer form without coupons or talons (each a “**Temporary Global PD Exempt Instrument**”) or a permanent global debt instrument in bearer form (each a “**Permanent Global PD Exempt Instrument**”) (together, “**Global PD Exempt Instruments**”), or (b) take the form of an entry in a register (“**Registered PD Exempt Instrument**”).

Global PD Exempt Instruments may be deposited on the issue date with a common depository on behalf of Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) or, in the case of PD Exempt Instruments cleared through the CMU Service, a sub-custodian for the CMU Service.

The provisions governing the exchange of interests in Global PD Exempt Instruments for other Global PD Exempt Instruments and definitive PD Exempt Instruments (“**Definitive PD Exempt Instruments**”) are described in the Terms and Conditions.

Save to the extent specified herein, terms defined in the sections of the Base Prospectus incorporated by reference herein shall have the same meaning when used in this Offering Circular.

For the purposes of the issue of PD Exempt Instruments, those sections of the Base Prospectus incorporated by reference herein and the form of the Pricing Supplement as annexed to this Offering Circular shall be deemed to be amended and supplemented as follows:

1. all references to the “Programme” shall be references to the programme for the issuance of debt instruments set out in this document;
2. all references to the “Base Prospectus” shall be deemed to be references to this “Offering Circular”;
3. all references to “Final Terms” shall be deemed to be references to the “Pricing Supplement” as annexed to this Offering Circular;
4. all references to “Instruments” shall be deemed to be references to “PD Exempt Instruments”;
5. the following sub-paragraph shall be added in Condition 11.1 of the Terms and Conditions of the Base Prospectus (incorporated by reference herein): “and (ix) so long as any PD Exempt Instruments are listed on the Singapore Exchange and the rules of the Singapore Exchange so require, a Paying Agent in Singapore”; and
6. in addition to the Instruments which may be issued under the Programme as described in the “Summary of the Programme”, the Issuer may issue PD Exempt Instruments on such other terms as may be set out in the applicable Pricing Supplement.

Important Notice

This Offering Circular has been prepared on the basis that any offer of PD Exempt Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant EEA State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant EEA State, from the requirement to publish a prospectus for offers of PD Exempt Instruments or otherwise will not be subject to such requirements. Accordingly any person making or intending to make an offer in that Relevant EEA State of PD Exempt Instruments which are the subject of an offering contemplated in this Offering Circular as completed by the relevant Pricing Supplement in relation to the offer of those PD Exempt Instruments may only do so in the circumstances in which no obligation arises for the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of PD Exempt Instruments in circumstances in which an obligation arises for an Issuer or any Dealer to publish or supplement a prospectus for such offer.

Responsibility

Westpac accepts responsibility for the information contained in this Offering Circular and each Pricing Supplement. To the best of the knowledge of Westpac (after having taken all reasonable care to ensure that such is the case), the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

If any person intending to acquire, or acquiring, any PD Exempt Instruments is in any doubt about whether it can rely on this Offering Circular and/or who is responsible for its contents it should take legal advice.

Documents incorporated by reference

This Offering Circular is to be read in conjunction with the documents which are incorporated herein by reference (see "Documents incorporated by reference" set out on page 48 of the Base Prospectus as incorporated by reference into and forming part of this Offering Circular). This Offering Circular shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Offering Circular together with any amendment or supplement to this Offering Circular and, unless the context otherwise requires, be deemed to include any other documents incorporated by reference herein and, in relation to any Series (as defined herein) of PD Exempt Instruments, should be read and construed together with the relevant Pricing Supplement.

No representation or warranty

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates make any representation or warranty or accept any responsibility, as to the accuracy or completeness of the information contained in this Offering Circular. Neither the delivery of this Offering Circular nor any Pricing Supplement nor the offering, sale or delivery of any PD Exempt Instrument shall, in any circumstances, create any implication that the information contained in this Offering Circular is true subsequent to the date thereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial situation of the Issuer since the date thereof or, if later, the date upon which this Offering Circular has been most recently

amended or supplemented or that any other information supplied in connection with this Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

No review of the affairs of Westpac

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any PD Exempt Instruments shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Instruments of any information coming to their attention.

Currency of information

Neither the delivery of this Offering Circular nor any sale made in connection with this Offering Circular at any time implies that the information contained herein concerning Westpac is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated. Investors should review, amongst other things, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any PD Exempt Instruments.

Risk factors

An investment in the PD Exempt Instruments involves risks that include, without limitation, those described in "Risk Factors" which are incorporated into and form part of this Offering Circular.

PD Exempt Instruments may not be a suitable investment for all investors

Investors should have (either alone or with the help of a financial adviser) sufficient knowledge and experience in financial and business matters to meaningfully evaluate the merits and risks of investing in a particular issue of PD Exempt Instruments and the information contained in or incorporated by reference in this Offering Circular or any applicable supplement or Pricing Supplement as well as access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their particular circumstance.

Risks related to the structure of a particular issue of PD Exempt Instruments

A range of PD Exempt Instruments may be issued under the Programme. A number of these PD Exempt Instruments may have features which contain particular risks for potential investors. The risks of a particular PD Exempt Instrument will depend on the terms of such PD Exempt Instrument, but may include, without limitation, the possibility of significant changes in the values of the applicable interest rates or other indices or formula. Prospective investors could lose all or a substantial portion of their investment.

Such risks generally depend on factors over which Westpac has no control and which cannot readily be foreseen, such as economic and political events and the supply of and demand for the relevant securities, assets or other property. Neither the current nor the historical price, value or performance of (A) the relevant interest rates or other indices or formulae, (B) the relevant classes of securities,

assets or other property, or (C) the relevant entities should be taken as an indication of future price, value or performance during the term of any PD Exempt Instrument.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (A) PD Exempt Instruments are legal investments for it, (B) PD Exempt Instruments can be used as collateral for various types of borrowing and (C) other restrictions apply to its purchase or pledge of any PD Exempt Instruments. Financial institutions should consult their legal advisers or their appropriate regulators to determine the appropriate treatment of PD Exempt Instruments under any applicable risk-based capital or similar rules.

No authorisation

No person has been authorised by Westpac to give any information or make any representations not contained in or not consistent with this Offering Circular or any other document entered into in relation to the Programme or any additional written information supplied by Westpac or such other information as has been published in the public domain by Westpac and, if given or made, such information or representation should not be relied upon as having been authorised by Westpac or any Dealer (as defined in the section entitled "Subscription and Sale" in the Base Prospectus).

Distribution

The distribution of this Offering Circular and any Pricing Supplement and the offering, sale and delivery of the PD Exempt Instruments in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular or any Pricing Supplement comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of this Offering Circular or any Pricing Supplement and other offering material relating to the PD Exempt Instruments, see the "Subscription and Sale" section incorporated by reference in this Offering Circular. In particular, the PD Exempt Instruments have not been and will not be registered under the Securities Act and may include PD Exempt Instruments in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, PD Exempt Instruments may not be offered, sold or delivered within the United States or to, or for the account of, U.S. persons. Neither this Offering Circular nor any Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

No offer

Neither this Offering Circular nor any Pricing Supplement constitutes an offer or an invitation to subscribe for or purchase any PD Exempt Instruments and should not be considered as a recommendation by the Issuer or the Dealers or any of them that any recipient of this Offering Circular or any Final Terms should subscribe for or purchase any PD Exempt Instruments. Each recipient of this Offering Circular or any Pricing Supplement shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Stabilisation

In connection with the issue of any Tranche (as defined herein) of PD Exempt Instruments under the Programme, the Dealer or Dealers (if any) specified as the stabilising dealers (the “**Stabilising Dealer(s)**”) (or persons acting on behalf of any Stabilising Dealer(s)) may over-allot PD Exempt Instruments or effect transactions with a view to supporting the market price of the PD Exempt Instruments at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Dealer(s) (or persons acting on behalf of a Stabilising Dealer) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of PD Exempt Instruments is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of PD Exempt Instruments and 60 days after the date of the allotment of the relevant Tranche of PD Exempt Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Dealer(s) (or person(s) acting on behalf of any Stabilising Dealer(s)) in accordance with all applicable laws and rules.

References to currencies

In this Offering Circular references to “**U.S.\$**”, “**U.S. dollars**” or “**U.S. cents**” are to the lawful currency of the United States of America, all references to “**A\$**” and “**cents**” are to the lawful currency of Australia, all references to “**NZ\$**” and “**NZ cents**” are to the lawful currency of New Zealand, all references to “**£**”, “**Sterling**” and “**GBP**” are to the lawful currency of the United Kingdom, all references to “**Renminbi**” and “**CNY**” are to the lawful currency of the People’s Republic of China and all references to “**S\$**” are to the lawful currency of Singapore. References to “**€**”, “**Eur**”, “**euro**” or, as the context may require, cents are to the currency, introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty on European Union of those member states of the European Union which are participating in the European economic and monetary union (the “**Eurozone**”). References to “**Australia**” are to the Commonwealth of Australia, its territories and possessions.

Supplemental Offering Circular

The Issuer has undertaken that if there is a significant new factor, material mistake or inaccuracy relating to information contained in this Offering Circular which is capable of affecting the assessment of any PD Exempt Instruments and whose inclusion in this Offering Circular or removal is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the rights attaching to the PD Exempt Instruments, the Issuer will prepare and make available a supplement to this Offering Circular or a further prospectus or other offering document for use in connection with any subsequent issue of PD Exempt Instruments.

Singapore

Application has been made to Singapore Exchange Securities Trading Limited (the “**Singapore Exchange**”) for the listing and quotation of PD Exempt Instruments and permission to deal in any PD Exempt Instruments which are agreed at the time of issue to be listed on the Singapore Exchange. Such permission will be granted when such PD Exempt Instruments have been admitted to the Official List of the Singapore Exchange.

For so long as any Tranche of PD Exempt Instruments is listed on the Singapore Exchange and the rules of the Singapore Exchange so require, the Issuer shall appoint and maintain a Paying Agent in Singapore, where the PD Exempt Instruments may be presented or surrendered for payment or redemption, in the event that Definitive PD Exempt Instruments are issued. In addition, in the event that Definitive PD Exempt Instruments are issued, announcement of such issue shall be made through the Singapore Exchange and such announcement shall include all material information with respect to the delivery of the Definitive Instruments, including details of the paying agent in Singapore. For so long as any Tranche of PD Exempt Instruments is listed on the Singapore Exchange and the rules of the Singapore Exchange so require, such Instruments will be traded on the Singapore Exchange in a minimum board lot size of S \$200,000 (or its equivalent in another currency).

The Singapore Exchange assumes no responsibility for the correctness of any of the statements made or opinions or reports contained in this Offering Circular. Admission to the Official List of the Singapore Exchange is not to be taken as an indication of the merits of the Issuer, the Programme or the PD Exempt Instruments.

Representations and Warranties of Investors

All investors

THE PD EXEMPT INSTRUMENTS DESCRIBED IN THIS OFFERING CIRCULAR HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT. THE PD EXEMPT INSTRUMENTS ARE BEING OFFERED AND SOLD SOLELY IN “OFFSHORE TRANSACTIONS” TO PERSONS THAT ARE NOT, AND ARE NOT ACTING FOR THE ACCOUNT OR BENEFIT OF, “U.S. PERSONS”, IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT. TERMS USED IN THIS PARAGRAPH HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

Each initial and subsequent purchaser of PD Exempt Instruments will be deemed to have acknowledged, represented and agreed to and with Westpac and each Dealer as follows:

1. The PD Exempt Instruments have not been, and will not be, registered under the Securities Act or any other applicable securities law and, accordingly, none of the PD Exempt Instruments may be offered, sold, transferred, pledged, encumbered or otherwise disposed of unless in accordance with and subject to applicable law and the transfer restrictions which are incorporated into and form part of this Offering Circular.
2. It is a purchaser acquiring such PD Exempt Instruments in an offshore transaction occurring outside the United States within the meaning of Regulation S and that it is not a “U.S. person” (and is not acquiring such PD Exempt Instruments for the account or benefit of a U.S. person) within the meaning of Regulation S.
3. It acknowledges that Westpac, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and it agrees that, if any of the acknowledgments, representations or warranties deemed to have been made by it in connection with its purchase of PD Exempt Instruments are no longer accurate, it shall promptly notify Westpac and the Dealer through which it purchased any PD Exempt Instruments. If it is acquiring any PD Exempt Instruments as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account.
4. It is not an Offshore Associate (as defined below) and, if it purchases the PD Exempt Instruments, as part of the primary distribution of the PD Exempt Instruments, it will not sell any of the PD Exempt Instruments (or any interest in any of the PD Exempt Instruments) to any person as part of the primary distribution of the PD Exempt Instruments, if, at the time of such sale, its employees directly involved in the sale knew or had reasonable grounds to suspect that, as a result of the sale, such PD Exempt Instruments would be acquired (directly or indirectly) by an Offshore Associate. “**Offshore Associate**” means an associate (within the meaning of section 128F(9) of the *Income Tax Assessment Act of 1936 of Australia*) of Westpac that is either a non-resident of Australia that does not acquire the PD Exempt Instruments in carrying on a business at or through a permanent establishment in Australia, or a resident of Australia that acquires the PD Exempt Instruments in carrying on a business at or through a permanent establishment outside Australia, provided that an associate acting in the capacity of a dealer, manager or underwriter in relation to the placement of the PD Exempt Instruments, or a clearing house, custodian, funds manager or

responsible entity of a registered managed investment scheme under the Corporations Act is not an Offshore Associate for these purposes. For the avoidance of doubt, if its employees directly involved in a sale of PD Exempt Instruments do not know or suspect that a person is an associate of Westpac, nothing in this paragraph 4 obliges it or its employees to make positive enquiries of that person to confirm that that person is not an Offshore Associate.

This Offering Circular and any supplement or Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the PD Exempt Instruments or the distribution of this Offering Circular or any supplement or Pricing Supplement in any jurisdiction where such action is required.

In addition, the PD Exempt Instruments are subject to restrictions on transferability and resale. Investors may not transfer or resell the PD Exempt Instruments except as described in this Offering Circular and any supplement or Pricing Supplement and as permitted under the Securities Act and other applicable securities laws. Investors may be required to bear the financial risks of an investment in the PD Exempt Instruments for an indefinite period of time.

ANNEX

FORM OF PRICING SUPPLEMENT FOR PD EXEMPT INSTRUMENTS

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of PD Exempt Instruments under the Programme (herein referred to as “**Instruments**”), amended (if necessary) and completed to reflect the particular terms of the relevant Instruments and their issue. References to Text in this section appearing in italics does not form part of the form of the Pricing Supplement but is included as directions for completing the Pricing Supplement.*

THIS FORM OF PRICING SUPPLEMENT WILL BE ISSUED IN RESPECT OF INSTRUMENTS WHICH ARE NOT ADMITTED TO THE OFFICIAL LIST OF THE FINANCIAL CONDUCT AUTHORITY OR TO ANY OTHER EUROPEAN ECONOMIC AREA REGULATED MARKET OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE. THE FORM OF PRICING SUPPLEMENT HAS NOT BEEN REVIEWED OR APPROVED BY THE UK LISTING AUTHORITY AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE.

PRICING SUPPLEMENT

Series No.: []

Tranche No.: []

WESTPAC BANKING CORPORATION ABN 33 007 457 141

Programme for the Issuance of Debt Instruments

Issue of

[Aggregate Principal Amount of Tranche] [Title of PD Exempt Instruments]

by Westpac Banking Corporation

No prospectus is required in accordance with *Directive 2003/71/EC*, as amended, for this issue of Instruments. The UK Listing Authority has neither approved or reviewed information contained in this Pricing Supplement.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Offering Circular dated 14 November 2014 [and the supplement to the Offering Circular dated [•], which [together] constitute[s]] an Offering Circular. This document must be read in conjunction with such Offering Circular dated 14 November 2014 [as so supplemented].]

[The Offering Circular [and the supplemental Offering Circular(s)] are available for viewing at [address] [and] [website] and copies may be obtained from [[Web] address].]

PART A: Contractual Terms

1. Issuer and Designated Branch: [Westpac Banking Corporation acting through its head office]
2. Date of Board Approval of Issuer: [•]/[Not Applicable, save as discussed in Section 2 of the “General Information” section of the Base Prospectus]
3. Status: [Senior]
4. Specified Currency:
 - (i) of denomination: [•]
 - (ii) of payment: [•]/[•] for the payment of any Interest Amount
5. Aggregate Principal Amount of Tranche: [•]
6. If interchangeable with existing Series, Series No.: [•]
7.
 - (i) Issue Date: [•]
 - (ii) Interest Commencement Date: [•]
8. Issue Price: [•]
9. Maturity Date: [•], subject to adjustment in accordance with the Business Day Convention specified in paragraph [18(iv), 19(iv) or 21(vii)]
10. Expenses: [•]
11.
 - (i) Form of Instruments: [Bearer/Registered]
 - (ii) Bearer Instruments exchangeable for Registered Instruments: [Yes/No]
12. If issued in bearer form:
 - (i) Initially represented by a Temporary Global Instrument or Permanent Global Instrument: [Temporary Global Instrument]/[Permanent Global Instrument]
 - (ii) Temporary Global Instrument exchangeable for a Permanent Global Instrument or for Definitive Instruments and/or (if the relevant Series comprises both Bearer [Yes/No]
[The Exchange Date shall be [•]]

Instruments and Registered Instruments) Registered Instruments:

- (iii) Specify date (if any) from which exchanges for Registered Instruments will be made: [•]/[Exchanges may be made at any time]
- (iv) Permanent Global Instrument exchangeable at the option of the bearer for Definitive Instruments and/or (if the relevant Series comprises both Bearer Instruments and Registered Instruments) Registered Instruments: [No. Permanent Global Instruments are only exchangeable for Definitive Instruments in the limited circumstances set out in Conditions 2.5(a) and (b)]
- (v) Talons for future Coupons to be attached to Definitive Instruments: [Yes/No] [As the Instruments have more than 28 Coupons, Talons will be attached]
- (vi) Receipts to be attached to Instalment Instruments which are Definitive Instruments: [Yes/No] [The following Receipts will be attached to the Instruments: [•]]
13. If issued in registered form: [Regulation S Global Note (U.S.\$/€[•] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority]
- [Rule 144A Global Note (U.S.\$[•] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority]
14. Denomination(s): [[•] and integral multiples of [•] in excess thereof up to and including [•]. No Definitive Instruments will be issued with a denomination above [•]]
15. Partly Paid Instruments: [Yes/No]
- (i) Number of instalments: [•]
- (ii) Amount of each instalment: [•]
- (iii) Date(s) of payment: [•]

- (iv) Method of payment: [•]
- (v) First Forfeiture Date: [•]
16. If issued in registered form: Registrar: [•]
17. Interest: [[•] per cent. Fixed Rate]
- [[•] month]
- [[[•]+/- [•]] per cent. Floating Rate]
- [Zero Coupon]
18. Fixed Rate Instrument Provisions: [Applicable/Not Applicable/Applicable for the period from and including [•] to but excluding [•]]
- (i) Interest Rate[(s)]: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [subject to adjustment in accordance with the Business Day Convention specified in paragraph 18(iv)/No Adjustment]
- (iii) Interest Period End Date(s): [•]/Interest Payment Dates
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ FRN Convention/Eurodollar Convention/No Adjustment]
- [- for Interest Payment Dates: [•]]
- [- for Interest Period End Dates: [•]]
- [- for Maturity Date: [•]]
- [- any other date: [•]]
- (v) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (vi) Day Count Fraction: [“Actual/Actual (ICMA)”/“Actual/365”/“Actual/Actual (ISDA)”/“Actual/365 (Fixed)”/“Actual/360”/“30/360”/“30E/360”/“Eurobond Basis”/ “30E/360 (ISDA)”]

- (vii) Determination Date: [•] in each year
- (viii) Broken Amount(s): [•] per Calculation Amount payable on the Interest Payment Date falling [in/on][•]
- (ix) Accrual Feature [Not Applicable]/[Applicable]
- Applicable Swap Rate: [USD-ISDA-Swap Rate/[•] (as defined in the ISDA Definitions)]
 - Applicable Swap Rate thresholds: Greater than or equal to [•] per cent. and less than or equal to [•] per cent.
 - Observation Period: [The period which starts [•] New York and London Banking Days prior to the beginning of the relevant Interest Accrual Period and ends [•] New York and London Banking Days prior to the end of such Interest Accrual Period]/[Interest Accrual Period]
 - Designated Maturity [•]
- (x) Additional Business Centre(s): [Not Applicable/[•]]
19. Floating Rate Instrument Provisions: [Applicable/Not Applicable/Applicable for the period from and including [•] to but excluding [•]]
- (i) Specified Period(s): [•]
 - (ii) Interest Payment Dates: [•], subject to adjustment in accordance with the Business Day Convention specified in paragraph 19(iv)
 - (iii) Interest Period End Dates or (if the applicable Business Day Convention below is the FRN Convention) Interest Accrual Period: [•]
 - (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Eurodollar Convention/No Adjustment]
- [- for Interest Payment Dates: [•]]
- [- for Interest Period End Dates: [•]]

| | |
|---|--|
| [- for Maturity Date: | [•]] |
| [- any other date: | [•]] |
| (v) Additional Business Centre(s): | [Not Applicable/[•]] |
| (vi) Manner in which the Rate(s) of Interest is/are to be determined: | [Screen Rate Determination/ISDA Determination] |
| (vii) Screen Rate Determination: | [Applicable/Not Applicable] |
| – Reference Rate: | [•] month [•] [except for the Interest Period ending on [•] in which the Interest Rate will be determined using a linear interpolation between [•] month [•] and [•] month [•]] |
| – Relevant Screen Page: | [•] |
| – Interest Determination Date(s): | [•] |
| – Relevant Time: | [•] |
| – Relevant Financial Centre: | [•] |
| (viii) ISDA Determination: | [Applicable/Not Applicable] |
| – Floating Rate Option: | [•] |
| – Designated Maturity: | [•] [except for the Interest Period ending on [•] in which the Interest Rate will be determined using a linear interpolation between a Designated Maturity of [•] months and [•] months] |
| – Reset Date: | [•] |
| (ix) Margin(s): | [+/-][•] per cent. per annum |
| (x) Minimum Interest Rate: | [•] per cent. per annum |
| (xi) Maximum Interest Rate: | [•] per cent. per annum |
| (xii) Day Count Fraction: | [“Actual/Actual (ICMA)”/“Actual/365”/“Actual/Actual (ISDA)”/“Actual/365 (Fixed)”/“Actual/360”/“30/360”/“30E/360”/“Eurobond Basis”/ “30E/360 (ISDA)”] |

| | |
|--|--|
| (xiii) Accrual Feature: | [Not Applicable]/[Applicable] |
| – Applicable Swap Rate: | [USD-ISDA-Swap Rate/[•]] |
| – Applicable Swap Rate thresholds: | Greater than or equal to [•] per cent. and less than or equal to [•] per cent. |
| – Observation Period: | [the period which starts [•] New York and London Banking Days prior to the beginning of the relevant Interest Accrual Period and ends [•] New York and London Banking Days prior to the end of such Interest Accrual Period]/[Interest Accrual Period] |
| – Designated Maturity: | [•] |
| (xiv) Broken Amounts: | [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•] |
| 20. Zero Coupon Instrument Provisions: | [Applicable/Not Applicable] |
| (i) Accrual Yield: | [•] per cent. per annum |
| (ii) Reference Price: | [•] |
| (iii) Day Count Fraction: | [“Actual/Actual (ICMA)”/“Actual/365”/“Actual/Actual (ISDA)”/“Actual/365 (Fixed)”/“Actual/360”/“30/360”/“30E/360”/“Eurobond Basis”/ “30E/360 (ISDA)”] |
| (iv) Additional Business Centre(s): | [Not Applicable/[•]] |

21. Dual Currency Instrument Provisions: [Not Applicable/[Condition 5.5(ii)/Condition 5.5(iii) and (iv) is/are] Applicable]
- (i) Rate of Exchange: [For the purposes of calculating the Interest Amount in respect of the Instruments the Rate of Exchange is [•] per Calculation Amount]/[Not Applicable]]
- (ii) Interest Payment Dates: [•]
- (iii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
- (iv) Interest Period End Dates or (if the applicable Business Day Convention below is the FRN Convention) Interest Accrual Period: [•]
- (v) Dual Currency Rate: [•]
- (vi) FX0: [•]
- (vii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Eurodollar Convention/No Adjustment]
- for Interest Payment Dates [•]
- for Interest Period End Dates [•]
- for Maturity Date [•]
- any other date [•]
- (viii) Additional Business Centre(s): [Not Applicable/[•]]
22. Dates for payment of Instalment Amounts (Instalment Instruments): [•]
23. Final Redemption Amount of each Instrument: As determined in accordance with Condition [•] / [•] per Calculation Amount
24. Instalment Amounts: [•]

25. Early Redemption for Tax Reasons: [Applicable/Not Applicable]
- (a) Early Redemption Amount of each Instrument (Tax): [•] per Calculation Amount
- (b) Date after which changes in law, etc. entitle Issuer to redeem: [[•]/Issue Date]
26. Coupon Switch Option: [Applicable/Not Applicable]
27. Coupon Switch Option Date: [•]
28. Redemption at the option of the Issuer (Call): [Applicable/Not Applicable]
- (i) Optional Redemption Date (Call): [•]
- (ii) Series redeemable in part: [Yes/No]
- (iii) Optional Redemption Amount (Call) of each Instrument: [•] per Calculation Amount
- (iv) Notice period: [•]
29. Partial redemption (Call): [Applicable/Not Applicable]
- (i) Minimum Redemption Amount: [•] per Calculation Amount
- (ii) Maximum Redemption Amount: [•] per Calculation Amount
- (iii) Notice period: [•]
30. Redemption at the option of the Holders (Put): [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount (Put) of each Instrument: [•] per Calculation Amount
- (iii) Notice period: [•]
31. Events of Default:
- Early Termination Amount [•]
32. Payments:
- Unmatured Coupons missing upon Early [Condition 7A.6 (i) applies]/[Condition 7A.6 (ii)]

- Redemption: applies]
33. Replacement of Instruments: [•]
34. Calculation Agent: [•]/[Not Applicable]
35. Notices: Condition 14 applies
36. Selling Restrictions:
- United States of America: [Regulation S Category 2 restrictions apply to the Instruments]
- [[TEFRA C/TEFRA D] Rules apply to the Instruments]/[TEFRA Not Applicable]
- Instruments [are/are not] Rule 144A eligible
- [Exchange Date is [•]]
37. [Additional Conditions:] [*Specify any additional conditions*]

WESTPAC BANKING CORPORATION

By:

Name:

Date:

PART B: Other information**1. Listing**

- (i) Listing: [[•]/None]
- (ii) Admission to trading: [Application has been made for the Instruments to be admitted to trading on [•] with effect from [•]]
- [Not Applicable]

2. Ratings

- [(i)] [Ratings of the Instruments: [Standard and Poor's (Australia) Pty Limited: [•]]
- [Moody's Investors Service Pty Limited: [•]]

3. Interests of natural and legal persons involved in the issue

[•]/[Save as discussed in the ["Subscription and Sale"] section of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer.]

4. Estimated total expenses

Estimated total expenses: [•]

5. Yield

Indication of yield: [•]

6. Operational information

ISIN: [•]

Common Code: [•]

Common Depository/Lodging Agent: [•]

Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking Société Anonyme and the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority: [Not Applicable]/[•]

CMU Service Instrument Number: [Not Applicable]/[•]

Names and addresses of additional Paying Agent(s) (if any): [•]

7. Description of the Underlying

[The USD-ISDA Swap Rate is [•]]

[The bid and offered rate for AUD/JPY is the spot price from time to time of the Australian Dollar as against the Japanese Yen.]/[•]

REGISTERED AND HEAD OFFICE OF THE ISSUER**Westpac Banking Corporation**

Level 20, 275 Kent Street
 Sydney NSW 2000
 Australia

DEALERS**Barclays Bank PLC**

5 The North Colonnade
 Canary Wharf
 London E14 4BB
 United Kingdom

BNP Paribas

10 Harewood Avenue
 London NW1 6AA
 United Kingdom

Citigroup Global Markets Limited

Citigroup Centre
 Canada Square
 Canary Wharf
 London E14 5LB
 United Kingdom

Deutsche Bank AG, London Branch

Winchester House
 1 Great Winchester Street
 London EC2N 2DB
 United Kingdom

Goldman Sachs International

Peterborough Court
 133 Fleet Street
 London EC4A 2BB
 United Kingdom

J.P. Morgan Securities PLC

25 Bank Street
 Canary Wharf
 London E14 5JP
 United Kingdom

HSBC Bank plc

8 Canada Square
 London E14 5HQ
 United Kingdom

**Morgan Stanley & Co. International
plc**

25 Cabot Square
 Canary Wharf
 London E14 4QA
 United Kingdom

Merrill Lynch International

2 King Edward Street
 London EC1A 1HQ
 United Kingdom

The Royal Bank of Scotland plc

135 Bishopsgate
 London EC2M 3UR
 United Kingdom

Nomura International plc

1 Angel Lane
 London EC4R 3AB
 United Kingdom

UBS Limited

1 Finsbury Avenue
 London EC2M 2PP
 United Kingdom

Westpac Banking Corporation

Level 20, 275 Kent Street
 Sydney NSW 2000
 Australia

**AUDITORS OF WESTPAC BANKING
CORPORATION**

PricewaterhouseCoopers

Darling Park Tower 2
201 Sussex Street
Sydney NSW 1171
Australia

FISCAL AGENT and PRINCIPAL REGISTRAR

The Bank of New York Mellon

One Canada Square
London E14 5AL
United Kingdom

FIRST ALTERNATIVE REGISTRAR

The Bank of New York Mellon (Luxembourg) S.A.

Vertigo Building, Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

SECOND ALTERNATIVE REGISTRAR

The Bank of New York Mellon, New York Branch

101 Barclay Street
New York, NY 10286
United States of America

LUXEMBOURG PAYING AGENT

The Bank of New York Mellon (Luxembourg) S.A.

Vertigo Building, Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

HONG KONG PAYING AGENT AND LODGING AGENT

The Bank of New York Mellon, Hong Kong Branch

24/F, Three Pacific Place
1 Queen's Road East
Hong Kong

LEGAL ADVISERS

To the Issuer as to English law

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To the Issuer as to Australian law

Allens

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Australia

To the Issuer as to Singapore law

Allen & Gledhill LLP

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Singapore 018989

To the Dealers as to English law

Sidley Austin LLP

Woolgate Exchange
25 Basinghall Street
London EC2V 5HA
United Kingdom