



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)

WestpacTrust Securities NZ Limited

(WN 935378)

(acting through its London branch)

(incorporated with limited liability in New Zealand)

Programme for the Issuance of Debt Instruments

Unconditionally and irrevocably guaranteed in the case of Instruments issued by
WestpacTrust Securities NZ Limited by

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)

This Supplementary Prospectus (the “**Supplement**”, which definition shall also include all information incorporated by reference herein) to the base prospectus dated 9 November 2007 (the “**Base Prospectus**”, which definition includes the Base Prospectus as supplemented, amended or updated from time to time and includes all information incorporated by reference therein but, for the avoidance of doubt, which definition excludes the Supplementary Prospectus dated 23 January 2008 and prepared by the Issuers in connection with, and only with, the issue by Westpac Banking Corporation of GBP50,000,000 Fixed Rate Instruments due April 2011 (to be consolidated to form a single Series with GBP200,000,000 Fixed Rate Instruments due April 2011 issued on 13 April 2006)) constitutes a supplementary prospectus for the purposes of Section 87G of the Financial Services and Markets Act 2000 (the “**Act**”) and Article 16 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) and has been prepared by the Issuers for use in connection with, and only with, the issue by Westpac Banking Corporation of GBP175,000,000 Fixed Rate Instruments due April 2011 (to be consolidated to form a single Series with GBP200,000,000 Fixed Rate Instruments due April 2011 issued on 13 April 2006 and GBP50,000,000 Fixed Rate Instruments due April 2011 issued 25 January 2008) (the “**Instruments**”).

Unless otherwise specified in this Supplement, terms defined in the Base Prospectus have the same meaning when used in this Supplement.

Full information on the Issuer and the Instruments described herein is only available on the basis of a combination of this Supplement and the Base Prospectus. This Supplement supplements, updates and forms part of the Base Prospectus and must be read in conjunction therewith, together with any other supplements to the Base Prospectus.

This Supplement has been prepared to amend the chapter in the Base Prospectus entitled “*Terms and Conditions of the Instruments*” but only for the purposes of the Instruments. The Instruments have the benefit of a deed of covenant dated 10 July 2008 and executed by the Issuer in respect of such Instruments.

This Supplement has been approved by the United Kingdom Financial Services Authority (the “**FSA**”), which is the United Kingdom competent authority for the purposes of the Prospectus Directive and relevant implementing measures in the United Kingdom, as a supplement to the Base Prospectus. The Base Prospectus constitutes a base prospectus prepared 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 Instruments under the Programme.

Each of Westpac Banking Corporation and WestpacTrust Securities NZ Limited (acting through its London branch) (together, the “**Issuers**”) and Westpac Banking Corporation in its capacity as guarantor (the “**Guarantor**”) accepts responsibility for the information contained in this Supplement. To the best of the knowledge of each Issuer and the Guarantor (each of whom have taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

General

To the extent there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated in the Base Prospectus prior to the date of this Supplement, the statements in (a) above will prevail.

Save as disclosed in this Supplement and the Base Prospectus, the Issuers are not aware of any other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus which is capable of affecting the assessment of Instruments issued under the Programme since the publication of the Base Prospectus.

Investors should be aware of their rights under section 87Q(4) of the FSMA.

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 8 to 13 of the Base Prospectus.

Terms and Conditions of the Instruments

In relation to the Instruments, the section entitled “Terms and Conditions of the Instruments” on pages 19 to 50 of the Base Prospectus shall be replaced by the following Terms and Conditions of the Instruments as extracted from pages 17 to 47 of the Base Prospectus dated 24 November 2005:

TERMS AND CONDITIONS OF THE INSTRUMENTS

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

The 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 1 July 2005 and made between Westpac Banking Corporation (“Westpac”) and WestpacTrust Securities NZ Limited, acting through its London branch (“WTSNZ”) (each, in relation to Instruments issued by it, the “Issuer”), Westpac Banking Corporation (in relation to Instruments issued by WTSNZ, the “Guarantor”), JPMorgan Chase Bank, N.A. in its capacities as fiscal agent (the “Fiscal Agent”, which expression shall include any successor to JPMorgan Chase Bank, N.A. in its capacity as such) and as principal registrar (the “Principal Registrar”, which expression shall include any successor to JPMorgan Chase Bank, N.A. in its capacity as such), J.P. Morgan Bank Luxembourg S.A. in its capacity as first alternative registrar (the “First Alternative Registrar”, which expression shall include any successor to J.P. Morgan Bank Luxembourg S.A. in its capacity as such), JPMorgan Chase Bank, N.A., New York Branch in its capacity as second alternative registrar (the “Second Alternative Registrar”, which expression shall include any successor to JPMorgan Chase Bank, N.A., New York Branch in its capacity as such), JPMorgan Chase Bank, N.A. 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 JPMorgan Chase Bank, N.V. 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 Westpac or WTSNZ and, in the case of Westpac, whether it 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, each a “Deed of Covenant” and, together the “Deeds of Covenant”) dated 1 July 2005 executed by the relevant Issuer in relation to the Instruments. The Guarantor has, for the benefit of the holders from time to time of Instruments issued by WTSNZ, executed and delivered a deed of guarantee dated 1 July 2005 (the “Deed of Guarantee”) under which it has guaranteed the due and punctual payment of all amounts due under such Instruments and the relevant Deed of Covenant as and when the same become due and payable. Copies of the Issue and Paying Agency Agreement, the Deed of Guarantee and the Deeds 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, the Deed of Guarantee and the relevant 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 below) 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 enforced 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 or modified or (to the extent thereof) replaced by the Final Terms.

1. Interpretation

1.1 *Definitions:* In these 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 circumstances or formula described in the relevant Final Terms and the denominator is the number of days in the relevant Interest Accrual Period, in each case as further described in the Final Terms.

“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;

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

“Automatic Redemption Option” has the meaning given in the relevant Final Terms;

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

“Business Day” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“Business Day Convention”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates 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” or “Modified Business Day Convention” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (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;

“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 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 actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual 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 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

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

“Early Redemption (Automatic Trigger) Amount” means such amount as may be specified in, or determined in accordance with the relevant Final Terms;

“Early Redemption Amount (Automatic)” means such amount as may be specified in, or determined in accordance with the relevant Final Terms;

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

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

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

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

“Guarantee of the Instruments” means the guarantee of the Instruments given by the Guarantor in the Deed of Guarantee;

“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 final maturity;

“Interest Amount” means, in relation to an Instrument and an Interest Period, the amount of interest payable 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, or determined in accordance with the provisions of, 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, or determined in accordance with 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 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, means 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 Conditions and/or the relevant Final Terms and, in respect of any Instrument to which Condition 5.3 (*Floating Rate Instrument and Index-Linked Instrument Provisions*) applies, and where so indicated in the Final Terms, may be any interpolated rate calculated in accordance with the Final Terms;

“ISDA Definitions” means the 2000 ISDA Definitions as amended and updated as at the date of issue 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;

“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;

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

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

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

“Minimum Redemption Amount” has the meaning given 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, or determined in accordance with, 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, or determined in accordance with, 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;

“Payment Business Day” means:

- (i) if the currency of payment is euro, any day which is:
 - (a) 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; and
 - (b) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (a) 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; and
 - (b) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“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:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case 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 Early Redemption Amount (Loss of Deductibility), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount, the final Instalment Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

“Reference Banks” has the meaning given in the relevant Final Terms or, if none, 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” has the meaning given 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 Reuter Monitor Money Rates Service and the Telerate) 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;

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

“Specified Denomination(s)” 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;

“TARGET Settlement Day” means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open; and

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

1.2 *Interpretation:* In these 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;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 8 (*Taxation*), any premium payable in respect of an Instrument and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 8 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Instruments being “outstanding” shall be construed in accordance with the Issue and Paying Agency Agreement; and
- (vii) 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.

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 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 specifies 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 specifies 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 specifies 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 whilst 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 S.A./N.V. as operator of the Euroclear System ("Euroclear") or Clearstream Banking, *société anonyme* ("Clearstream, Luxembourg") or any other relevant clearing system. Payments of amounts due in respect of a Permanent Global Instrument or (subject to Condition 2.3 above) a Temporary Global Instrument (if the Final Terms specifies that the TEFRA C Rules are applicable to the Instruments) 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 relevant 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 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; or (c) if so specified in the Final Terms, at the option of the Holder of such Permanent Global Instrument upon such Holder's request, in all cases at the cost and expense of the Issuer. In order to exercise the option contained in paragraph (c) of the preceding sentence the Holder must, not less than forty-five days before the date upon which the delivery of such Definitive Instruments and/or Registered Instruments is required, deposit the relevant Permanent Global Instrument with the Fiscal Agent at its specified office with the form of exchange notice endorsed thereon duly completed. 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 day on which the relevant notice period expires or, as the case may be, 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 at 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 relevant 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 ("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.

Denomination of Registered Instruments

2.9 Registered Instruments are in the minimum denomination specified in the Final Terms or integral multiples thereof.

Currency of Instruments

2.10 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

2.11 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 payment of 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 (as defined in Condition 7A.4) 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 or the Guarantor during the preceding three months and such transfer, exchange or replacement occurs two or more years after the later of (I) 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 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, Westpac 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 relevant 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 and the Guarantee

4A. Status—Unsubordinated Instruments

- 4A.1 This Condition 4A is applicable in relation to Instruments specified in the Final Terms as being unsubordinated or not specified as being subordinated (“Unsubordinated Instruments”).
- 4A.2 The Instruments constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and 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, in the case of Instruments issued by Westpac, Section 13A of the Banking Act 1959 of Australia and Section 23 of the Westpac Banking Corporation Act 1982 of New Zealand).
- 4A.3 The obligations of the Guarantor under the Deed of Guarantee constitute its direct, unconditional, unsubordinated and unsecured obligations and rank at least *pari passu* with all other unsubordinated and unsecured obligations of the Guarantor, present and future (save for certain mandatory exceptions provided by law including, but not limited to, Section 13A of the Banking Act, 1959 of Australia and Section 23 of the Westpac Banking Corporation Act 1982 of New Zealand).

4B. Status and Subordination—Term Subordinated Instruments

4B.1 This Condition 4B is applicable in relation to Instruments issued by Westpac only and which are specified in the Final Terms as being subordinated and having a specified maturity date ("Term Subordinated Instruments"). In this Condition 4B and Conditions 4C (*Status and Subordination – Undated Subordinated Instruments*) and 4D (*Status – Subordination Instruments – Winding-Up Contingency*) references to the "Issuer" are to Westpac only.

4B.2 Term Subordinated Instruments constitute direct and unsecured subordinated obligations of the Issuer and rank *pari passu* without any preference among themselves, and at least *pari passu* with all other unsecured Subordinated Indebtedness (as defined below) of the Issuer having a fixed maturity date (save for certain mandatory exceptions provided by law including, but not limited to, Section 13A of the Banking Act 1959 of Australia and Section 23 of the Westpac Banking Corporation Act 1982 of New Zealand).

Term Subordinated Instruments will not constitute deposit liabilities of the Issuer in Australia or New Zealand for the purposes of the Banking Act 1959 of Australia or the Westpac Banking Corporation Act 1982 of New Zealand. See Condition 4E (*General*).

4B.3 The rights and claims of Holders of the Term Subordinated Instruments are, in a Winding-Up (as defined below) of the Issuer, subordinated to the claims of Senior Creditors (as defined below) of the Issuer and prior to the commencement of a Winding-Up of the Issuer:

- (i) the obligations of the Issuer to make payments of the principal, redemption amount, interest or other amounts in respect of the Term Subordinated Instruments and all other amounts owing in relation to the Term Subordinated Instruments shall be conditional upon the Issuer being solvent at the time the payments and other amounts owing fall due; and
- (ii) no payment of principal, redemption amount, interest or any other amount shall be made in respect of the Term Subordinated Instruments except to the extent that the Issuer may make such payment and still be solvent immediately thereafter.

For the purposes of this Condition 4B.3 the Issuer shall be considered solvent if:

- (a) it is able to pay its debts as they fall due; and
- (b) its Assets exceed its Liabilities.

A certificate as to whether the Issuer is solvent signed by two authorised signatories of the Issuer or the auditors of the Issuer or, if the Issuer is being wound up, its liquidator, shall be prima facie evidence of the information contained therein. In the absence of such a certificate a Holder of Term Subordinated Instruments shall be entitled to assume (unless the contrary is proved) that the Issuer is and will after any payment aforesaid be solvent.

In this Condition 4B and in Condition 4C (*Status and Subordination – Undated Subordinated Instruments*) below the following terms shall have the following meanings:

"Assets" means the total consolidated gross assets of the Issuer as shown by the latest published audited accounts of the Issuer but adjusted for events subsequent to the date of such accounts in such manner and to such extent as the directors, the auditors to the Issuer or, as the case may be, the liquidator of the Issuer may determine to be appropriate;

"Liabilities" means the total consolidated gross liabilities of the Issuer as shown by its latest published audited accounts but adjusted for events subsequent to the date of such accounts in such manner and to such extent as the directors, the auditors to the Issuer or, as the case may be, the liquidator of the Issuer may determine to be appropriate;

"Senior Creditors" means all the creditors (present and future) including depositors of the Issuer;

- (i) whose claims are admitted in the Winding-Up of the Issuer; and
- (ii) who are not the holders of indebtedness, the right to repayment of which by its terms is, or is expressed to be, subordinated in a Winding-Up of the Issuer to the claims of all unsubordinated creditors of the Issuer;

“Subordinated Indebtedness” means any indebtedness (present and future) of the Issuer which by its terms is, or is expressed to be, subordinated in a Winding-Up of the Issuer to the claims of its Senior Creditors; and

“Winding-Up” shall mean any procedure whereby the Issuer may be wound-up, dissolved, liquidated or cease to exist as a body corporate whether brought or instigated by a Holder or any other person, but shall exclude any Winding-Up which results in there being a successor to the Issuer and the obligations under the Instruments are assumed by that successor.

The obligation of the Issuer prior to the commencement of a Winding-Up of the Issuer to make payments when due in respect of the Term Subordinated Instruments is conditional upon the Issuer being solvent immediately before and after payment by the Issuer.

4C. Status and Subordination-Undated Subordinated Instruments

- 4C.1 This Condition 4C is applicable in relation to Instruments specified in the Final Terms as being issued by Westpac only and which are subordinated and have no fixed date for redemption (“Undated Subordinated Instruments” and, together with Term Subordinated Instruments, “Subordinated Instruments”).
- 4C.2 The Undated Subordinated Instruments constitute direct and unsecured subordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsecured Subordinated Indebtedness (as defined above) of the Issuer having no fixed date for redemption (save for certain mandatory exceptions provided by law including, but not limited to, Section 13A of the Banking Act 1959 of Australia and Section 23 of the Westpac Banking Corporation Act 1982 of New Zealand).

Undated Subordinated Indebtedness will not constitute deposit liabilities in Australia and New Zealand respectively of the Issuer for the purposes of the Banking Act 1959 of Australia or the Westpac Banking Corporation Act 1982 of New Zealand. See Condition 4E (*General*).

- 4C.3 The rights and claims of Holders of the Undated Subordinated Instruments are, in a Winding-Up of the Issuer, subordinated to the claims of Senior Creditors (as defined above) of the Issuer and of subordinated creditors of the Issuer in respect of Subordinated Indebtedness (as defined above) having a fixed maturity and prior to the commencement of a Winding-Up of the Issuer:
- (i) the obligations of the Issuer to make payments of the principal, redemption amount, interest or other amounts in respect of the Undated Subordinated Instruments and all other amounts owing in relation to the Undated Subordinated Instruments shall be conditional upon the Issuer being solvent at the time the payments and other amounts owing fall due; and
 - (ii) no payment of principal, redemption amount or interest shall be made in respect of the Undated Subordinated Instruments except to the extent that the Issuer may make such payment and still be solvent immediately thereafter.

For the purposes of this Condition 4C.3 the Issuer shall be considered solvent if:

- (a) it is able to pay its debts as they fall due; and
- (b) its Assets exceed its Liabilities (as each term is defined above).

A certificate as to whether the Issuer is solvent signed by two authorised signatories of the Issuer or the auditors of the Issuer or, if the Issuer is being wound-up, its liquidator shall be *prima facie* evidence of the information contained therein. In the absence of such a certificate, a Holder of Undated Subordinated Instruments shall be entitled to assume (unless the contrary is proved) that the Issuer is and will after any payment as aforesaid be solvent.

The obligation of the Issuer prior to the commencement of a Winding-Up of the Issuer to make payments when due in respect of the Undated Subordinated Instruments is conditional upon the Issuer being solvent immediately before and after payment by the Issuer. If this Condition is not satisfied, any amounts which might otherwise have been allocated in or towards payment of principal, redemption amount, interest or other amounts in respect of the Instruments may be used to absorb losses without the Issuer being obliged to cease trading. The relevant Final Terms will provide for the means of achieving this in accordance with the Australian Prudential Regulation Authority’s current guidelines for treatment of instruments such as the Undated Subordinated Instruments as Upper Tier 2 capital.

- 4C.4 Without prejudice to the provisions of Condition 4C.3 the Issuer shall only be obliged to make payment of interest accrued on Undated Subordinated Instruments in respect of any period on the due date for payment thereof if, during the twelve month period immediately preceding that date, any dividend (whether interim or final) has been declared or paid on any class of share capital of the Issuer (a “Compulsory Interest Payment Date” and any Interest Payment Date which is not a Compulsory Interest Payment Date shall be referred to herein as an “Optional Interest Payment Date”).

On any Optional Interest Payment Date there may be paid (if the Issuer so elects), but subject to Condition 4C.3 and the Issuer having received prior written approval from the Australian Prudential Regulation Authority to pay interest on any such date in accordance with Condition 7 (*Payments*), the interest accrued in the Interest Period ending on the day immediately preceding such date but the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. Any interest not paid on an Optional or Compulsory Interest Payment Date shall so long as the same remains unpaid constitute “Arrears of Interest”. Arrears of Interest may at the option of the Issuer be paid in whole or in part at any time upon the expiration of not less than seven days’ notice to such effect to the Holders of Undated Subordinated Instruments in accordance with Condition 14 (*Notices*) but all Arrears of Interest on all Undated Subordinated Instruments outstanding shall (subject to Condition 4C.3) become due in full on whichever is the earliest of:

- (i) the date upon which a dividend is next paid on any class of share capital of the Issuer;
- (ii) the date set for any repayment of principal pursuant to Conditions 6 (*Redemption and Purchase*) and 7 (*Payments*); or
- (iii) the date of commencement of a Winding-Up (as defined above) of the Issuer whether voluntary or otherwise.

If notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest, the Issuer shall, subject to Condition 4C.3, and having received the prior written approval from the Australian Prudential Regulation Authority, be obliged to do so upon the expiration of such notice. If there is outstanding more than one Series of Undated Subordinated Instruments, then the Issuer may not pay all or any part of the Arrears of Interest unless it pays all or (as near as practicable) an equivalent proportion of the Arrears of Interest in respect of each other Series of Undated Subordinated Instruments then outstanding.

4D. Status-Subordinated Instruments-Winding-Up Contingency

- 4D.1 On the Winding-Up of the Issuer the rights of the Holders of Term Subordinated Instruments against the Issuer to recover any sums payable in respect of such Term Subordinated Instruments:
- (a) shall be subordinate and junior in right of payment to the obligations of the Issuer to Senior Creditors, to the intent that all such obligations to Senior Creditors shall be entitled to be paid in full before any payment shall be paid on account of any sums payable in respect of such Term Subordinated Instruments; and
 - (b) shall rank *pari passu* and rateably (as to its due proportion only) with other subordinated creditors of the Issuer in respect of Subordinated Indebtedness having a fixed maturity.
- 4D.2 On the Winding-Up of the Issuer the rights of the Holders of Undated Subordinated Instruments against the Issuer to recover any sum payable in respect of such Undated Subordinated Instruments:
- (a) shall be subordinate and junior in right of payment to the obligations of the Issuer to Senior Creditors, and to the Holders of Term Subordinated Instruments, to the intent that all such obligations to Senior Creditors and to the Holders of Term Subordinated Instruments shall be entitled to be paid in full before any payment shall be paid on account of any sums payable in respect of such Undated Subordinated Instruments; and
 - (b) shall rank *pari passu* and rateably (as to its due proportion only) with other subordinated creditors of the Issuer in respect of Subordinated Indebtedness having no fixed maturity.

4D.3 Contingent Debt

On a Winding-Up of the Issuer, the Holders of Subordinated Instruments shall only be entitled to prove for any sums payable in respect of the Instruments as a debt which is subject to and contingent upon prior

payment in full of, in the case of Holders of Term Subordinated Instruments, the Senior Creditors, or in the case of Holders of Undated Subordinated Instruments, the Senior Creditors and the Holders of Term Subordinated Instruments; and the Holders of Subordinated Instruments waive to the fullest extent permitted by law any right to prove in any such Winding-Up as a creditor ranking for payment in any other manner.

4D.4 *No Set-Off*

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

4D.5 *Trust*

Any payment whether voluntary or in any other circumstances received by a Holder from or on account of the Issuer (including by way of credit, set-off or otherwise howsoever) or from any liquidator, receiver, manager or statutory manager of the Issuer in breach of this Condition 4 or Condition 9B (*Events of Default – Subordinated Instruments*) will be held by the relevant Holder in trust for and to the order of the Senior Creditors (and, in the case of payments received by the Holders of Undated Subordinated Instruments, payments will also be held in trust for and to the order of the Holders of Term Subordinated Instruments). The trust hereby created shall be for a term expiring on the earlier of the date on which all Senior Creditors have been paid in full or eighty years from the date of the issue of the Instruments.

4E. *General*

Section 13A of the Banking Act 1959 of Australia provides that the assets of an authorised deposit-taking institution (“ADI”), which includes banks, in Australia would, in the event of the ADI becoming unable to meet its obligations or suspending payment, be available to meet that ADI’s deposit liabilities in Australia in priority to all other liabilities of that ADI. Under Section 16 of the Banking Act 1959, debts due to the Australian Prudential Regulation Authority shall in a winding-up of an ADI have, subject to Section 13A of the Banking Act 1959, priority over all other unsecured debts of that ADI. Further, under Section 86 of the Reserve Bank Act 1959 of Australia, debts due by a bank to the Reserve Bank of Australia shall in a winding-up of that bank have, subject to Section 13A of the Banking Act 1959, priority over all other debts, other than debts due to the Commonwealth of Australia.

In addition Section 23 of the Westpac Banking Corporation Act 1982 of New Zealand provides that in the event of Westpac becoming unable to meet its obligations or suspending payment, its assets in New Zealand shall be available to meet its deposit liabilities in New Zealand in priority to all its other liabilities.

None of the Issuers makes any representation as to whether the Unsubordinated Instruments, or any of them, would constitute deposit liabilities in Australia or New Zealand under either such statutory provision.

- 4F. No amendment to the terms and conditions of an Instrument which will affect the treatment by the Australian Prudential Regulation Authority of a Term Subordinated Instrument as Lower Tier 2 capital or an Undated Subordinated Instrument as Upper Tier 2 capital shall be effective unless and until the Australian Prudential Regulation Authority consents to such amendment.

5 **Interest**

5.1 *Interest*

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*).

5.2 *Fixed Rate Instrument Provisions*

- (i) *Application:* This Condition 5.2 (*Fixed Rate Instrument Provisions*) 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, subject 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 (as well after 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) and, if the Instruments are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (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 principal amount of such Instrument, 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 principal amount of such Instruments, multiplying of such product by the product of the Accrual Feature and the relevant Day Count Fraction and 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.

5.3 *Floating Rate Instrument and Index-Linked Interest Instrument Provisions*

- (i) *Application:* This Condition 5.3 (*Floating Rate Instrument and Index-Linked Interest Instrument Provisions*) is applicable to the Instruments only if the Floating Rate Instrument Provisions or the Index-Linked Interest 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, subject 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 (as well after 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 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 (i) above, such rate does not appear on that page or, in the case of (ii) 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) *Index-Linked Interest:* If the Index-Linked Interest Instrument Provisions are specified in the relevant Final Terms as being applicable, the Interest Rate(s) applicable to the Instruments for each Interest Accrual Period will be determined in the manner specified in the relevant Final Terms.
- (vi) *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. The Maximum Interest Rate or Minimum Interest Rate may be determined by reference to an index and/or formula, or as the case may be, an exchange rate or exchange cross rate or such other variables, factors or circumstances as shall be determined in the manner specified in the applicable Final Terms.
- (vii) *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 principal 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 principal amount of such Instruments, and multiplying such

product by the product of the Accrual Feature and the relevant Day Count Fraction. 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.

- (viii) *Calculation of other amounts:* If the relevant Final Terms specifies 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.
- (ix) *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) and/or 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.
- (x) *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 Guarantor, the Paying Agents, the Holders (subject as aforesaid) 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.

5.4 Zero Coupon Instrument Provisions

- (i) *Application:* This Condition 5.4 (*Zero Coupon Instrument Provisions*) 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 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).

5.5 Dual Currency Instrument Provisions

- (i) *Application:* This Condition 5.5 (*Dual Currency Instrument Provisions*) is applicable to the Instruments only if the Dual Currency Instrument Provisions are specified in the relevant Final Terms as being applicable.
- (ii) *Interest Rate:* The Issuer may issue Instruments with principal or interest determined by reference to an exchange rate or an index or a formula based on foreign exchange cross rates or such other exchange rates as may be specified in the Final Terms. In addition, the Issuer may issue Instruments with principal or interest payable in one or more currencies which may be different from the Specified Currency in which the Instruments are denominated. The rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.

5.6 Coupon Switch Option Provisions

- (i) *Application:* This Condition 5.6 (*Coupon Switch Option Provisions*) 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 5 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, or determined in accordance with the provisions of the Final Terms), on the Maturity Date, subject as provided in Condition 7 (*Payments*).

Redemption for tax reasons

- 6.2 The Instruments may be redeemed at the option of the relevant Issuer (but in the case of Subordinated Instruments, subject to prior written approval thereof having been obtained from the Australian Prudential Regulation Authority) in whole, but not in part:
- (i) at any time (if neither the Floating Rate Instrument Provisions or the Index-Linked Interest Instrument Provisions are specified in the relevant Final Terms as being applicable); or
 - (ii) on any Interest Payment Date (if the Floating Rate Instrument Provisions or the Index-Linked Interest Instrument Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 14 (*Notices*) which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

- (i) (a) the Issuer or the Guarantor (if a demand was made under the Deed of Guarantee) 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 specified in the relevant Final Terms is located (in respect of Instruments issued by Westpac) or Australia, New Zealand or the United Kingdom (in respect of Instruments issued by WTSNZ) or, in the case of either Issuer or, as the case may be, the Guarantor, 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 or regulations (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 or, as the case may be, the Guarantor taking reasonable measures available to it,

or

- (ii) (a) the Issuer or the Guarantor (if a demand was made under the Deed of Guarantee) 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 either Westpac acting through its New Zealand branch or WTSNZ; and either

- (b) such obligation cannot be avoided by such Issuer or, as the case may be, the Guarantor 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 Issue Date 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) such Issuer or, as the case may be, the Guarantor becomes obliged, as a result of any change in, or amendments to, the laws, regulations or rulings of New Zealand or any political subdivision thereof or authority or any 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 Issue Date,

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 or, as the case may be, the Guarantor, 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 or, as the case may be, the Guarantor 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 or, as the case may be, the Guarantor shall deliver to the Fiscal Agent (A) a certificate signed by two authorised signatories of the Issuer or, as the case may be, the Guarantor stating that such Issuer or, as the case may be, the Guarantor 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 of and (B) an opinion of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 6.2, the Issuer shall be bound to redeem the Instruments in accordance with this Condition 6.2.

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 6.6
(*Redemption at the option of Holders*).

Redemption at the option of the Issuer

6.3 If the Call Option is specified in the relevant Final Terms as being applicable, the Instruments may be redeemed at the option of the Issuer (but, in the case of Subordinated Instruments subject to the prior written approval thereof having been obtained from the Australian Prudential Regulation Authority) 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 5 nor more than 60 days' notice, or such other notice period as may be specified in the relevant Final Terms 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 6.6
(*Redemption at the option of Holders*).

Redemption for loss of deductibility reasons

6.4 If prior to the first Optional Redemption Date (Call), in respect of the Subordinated Instruments of any Series, the Issuer determines (supported by an opinion as to such determination, from tax advisers of recognised standing in Australia) that interest payable on the Subordinated Instruments is not or may not be allowed as a deduction for the purposes of Australian income tax, then the Issuer (subject to the prior written approval thereof having been obtained from the Australian Prudential Regulation Authority) may give not more than 60 nor less than 30 days' notice to the Fiscal Agent and the Holders of the Subordinated Instruments in

accordance with Condition 14 (*Notices*) (as amended by the relevant Final Terms) that it wishes to redeem the Subordinated Instruments of the specified Series, and upon expiry of such notice shall redeem all (but not some only) of the Subordinated Instruments at the Early Redemption Amount (Loss of Deductibility) plus accrued interest (if any) to the date fixed for redemption (as specified in the Final Terms).

The notice referred to above shall specify the Series number of the Subordinated Instruments subject to redemption, the due date for redemption and the Early Redemption Amount (Loss of Deductibility) as calculated by the Calculation Agent.

Partial redemption

6.5 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) 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

6.6 If the Put Option 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 6.6, 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.7 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 6.6, 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 6.6 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 6.6, 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 relevant Issuer of its option to redeem such Instrument under either Condition 6.2 (*Redemption for tax reasons*) or 6.3 (*Redemption at the option of the Issuer*).

Automatic Redemption Option

6.7 If the Automatic Redemption Option is specified in the relevant Final Terms as being applicable, the Instruments will be redeemed at their Early Redemption Amount (Automatic) on any Interest Payment Date where the sum of all Interest Amounts payable (in respect of the period from and including the Interest Commencement Date to but excluding such Interest Payment Date) is equal to or greater than the Early Redemption (Automatic Trigger) Amount. If the Instruments are not redeemed before the Maturity Date in accordance with this Condition 6.7 (*Automatic Redemption Option*), the Instruments are to be redeemed at the Final Redemption Amount or such other amount as may be specified in the Final Terms.

No other redemption

6.8 The Issuer shall not be entitled to redeem the Instruments otherwise than as provided in Conditions 6.1 to 6.7 above.

Early redemption of Zero Coupon Instruments

6.9 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 6.9 or, if none is so specified, a Day Count Fraction of 30E/360.

Purchase

6.10 The Issuer or any of its Subsidiaries may (but, in the case of Subordinated Instruments, subject to the prior written approval thereto having been obtained from the Australian Prudential Regulation Authority) 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. If purchases are made by tender, tenders must be available to all Holders of Instruments alike.

Cancellation

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

No Fixed Maturity

6.12 This Condition 6.12 is applicable to Undated Subordinated Instruments issued by Westpac. There is no fixed redemption date for such Instruments and Westpac shall (subject to the provisions of Condition 4D.3 (*Contingent Debt*), if such Condition is applicable, and without prejudice to the provisions of Conditions 9A (*Events of Default – Unsubordinated Instruments*) and 9B (*Events of Default – Subordinated Instruments*)) only have the right to repay such Instruments in accordance with such provisions of this Condition 6 as are specified in the relevant Final Terms as being applicable to such Undated Subordinated Instruments.

In relation to any Instrument specified in the relevant Final Terms as being subordinated and which constitutes Tier 2 capital in accordance with the Capital Adequacy requirements of the Australian Prudential

Regulation Authority, no redemption or purchase of any such Instrument pursuant to this Condition 6 may be made without the prior written approval of the Australian Prudential Regulation Authority. Holders of such Instruments should not anticipate that such approval will be automatic. Tier 2 Instruments which are Undated Subordinated Instruments may not be issued on terms that they are redeemable at the option of the Holders thereof pursuant to Condition 6.6 (Redemption at the option of Holders) or able to be purchased by Westpac pursuant to Condition 6.10 (Purchase) or be redeemed by Westpac pursuant to Condition 6.3 (Redemption at the option of the Issuer).

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 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.

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 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 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 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, interest on the Bearer Instruments and exchanges of Talons for Coupon Sheets in accordance with Condition 7A.8 (*Exchange of Talons*) may be made at the Specified Office of a Paying Agent (as defined in the United States Internal Revenue Code and Regulations thereunder) 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 subject to fiscal laws

- 7A.5 All payments in respect of the Instruments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*). No commissions or expenses shall be charged to the Holders in respect of such payments.

Payments on business days

- 7A.6 If the due date for payment of any amount in respect of any Instrument or Coupon is not a Payment 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 Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- 7A.7 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 specifies that this paragraph (i) of Condition 7A.7 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 specifies that this paragraph (ii) of Condition 7A.7 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.7 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.8 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 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.9 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.10 If a Paying Agent makes a partial payment in respect of any Instrument 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 Instruments in registered form.

- 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 Payment Business Day then the Holder thereof will not be entitled to payment thereof until the next Payment 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 Payment 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 opening of business (local time in the place of the Specified Office of the Registrar) on the fifteenth Relevant Banking Day (as defined in Condition 3.6) before the due date for such payment (the "Record Date").

- 7B.4 Notwithstanding the provisions of Condition 7C.2, 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 in which such amount is due by cheque 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 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. In the case of payment by transfer to an account, if the due date for any such payment is not a Payment Business Day, then the Holder thereof will not be entitled to payment thereof until the first day thereafter which is a Payment 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.

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 of amounts due (whether principal, interest or otherwise) in respect of Instruments will be made in the currency in which such amount is due (a) by cheque in the case of payment in GBP, drawn on a bank in the city of London) or (b) at the option of the payee, by transfer to an account denominated in the relevant currency specified by the payee or (c) in the case of payments in euro, such payments will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque. Payments will, without prejudice to the provisions of Condition 8 (*Taxation*), be subject in all cases to any applicable fiscal or other laws and regulations.
- 7C.3 No commissions or expenses shall be charged to the Holders of Instruments or Coupons in respect of such payments.

8 Taxation

Gross up

- 8.1 All payments of principal and interest in respect of the Instruments and the Coupons by or on behalf of the Issuer or the Guarantor 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 specified in the relevant Final Terms is located (in respect of Instruments issued by Westpac) or Australia, New Zealand and/or the United Kingdom (in respect of Instruments issued by WTSNZ) or, in the case of either Issuer, any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or (as the case may be) the Guarantor 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 presented for payment:
- (i) by, or by a third party on behalf of, a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Instrument, Receipt or Coupon by reason of his having some connection (whether past or present) with Australia and/or the jurisdiction, country or territory in which the bank branch specified in the relevant Final Terms is located (in respect of Instruments issued by Westpac) or Australia, New Zealand and/or the United Kingdom (in respect of Instruments issued by WTSNZ), 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) by, or by a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding 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) more than thirty 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 Note, Receipt or Coupon on the last day of such period of thirty days; or
 - (iv) on account of taxes which are payable by reason of the Holder of such Instrument, Receipt or Coupon issued by Westpac being an associate of Westpac for the purposes of Section 128F(6) of the Income Tax Assessment Act 1936 of Australia (the "Australian Tax Act"); or
 - (v) on account of New Zealand resident withholding tax, in respect of Instruments issued by WTSNZ or Westpac acting through its New Zealand branch; or
 - (vi) 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 relevant 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 “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 and is made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, 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.
- (ix) 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.

New Zealand resident withholding tax

8.2 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 the Holder is engaged in business in New Zealand, through a fixed establishment in New Zealand (a “New Zealand Holder”); and
- (ii) at the time of such payment the New Zealand Holder does not hold a valid certificate of exemption 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 (i) that the New Zealand Holder is the holder of an Instrument and (ii) 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 certificate of exemption), 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 accountholders 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 specified in the relevant Final Terms is located, references in Condition 6.2 (*Redemption for tax reasons*) and this Condition 8 shall be read and construed as including references to such other taxing jurisdiction(s).

9 Events of Default

9A Events of Default — Unsubordinated Instruments

The following provisions are applicable to Unsubordinated Instruments.

9A.1 The following events or circumstances as modified by, and/or such other events as may be specified in the Final Terms (each an “Event of Default”) shall be acceleration events in relation to the Unsubordinated Instruments of any Series, namely:

- (i) the Issuer or the Guarantor (if applicable), fails to pay any amount of principal in respect of the Instruments of the relevant Series or any of them within 7 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 or the Guarantor (if applicable), defaults in the performance or observance of any of its or their other obligations under or in respect of any of the Instruments of the relevant Series, the Issue and Paying Agency Agreement or, in the case of the Guarantor, the Deed of Guarantee 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 or the Guarantor (if applicable) at the specified office of the Fiscal Agent by the Holder of any such Instrument; or
- (iii) an order is made or an effective resolution is passed for the winding-up of the Issuer or the Guarantor (if applicable); or
- (iv) the Issuer or the Guarantor (if applicable) ceases to carry on its business or a substantial part of its business; 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 the Guarantor (if applicable) or a distress or execution is levied or enforced upon or sued out against any substantial part of the assets or undertaking of the Issuer or the Guarantor (if applicable) and is not removed, paid out or otherwise discharged within 30 days; or
- (vi) the Issuer or the Guarantor (if applicable) shall be unable to pay its debts as they fall due; or
- (vii) any holder or person entitled to the benefit of any indebtedness for borrowed money (amounting in aggregate principal amount to not less than U.S.\$10,000,000) of the Issuer or the Guarantor (if applicable) shall (being entitled so to do) demand premature repayment thereof following a default and the expiration of any applicable grace period therefor as originally provided or shall (being entitled so to do) enforce any security therefor, or the Issuer or the Guarantor (if applicable) shall default in the repayment of any such indebtedness for borrowed money (amounting in aggregate principal amount to not less than U.S.\$10,000,000) at the maturity thereof or, as the case may be, at the expiration of any applicable grace period therefor as originally provided, or any guarantee of any indebtedness for borrowed money (amounting in aggregate principal amount to not less than U.S.\$10,000,000) of any third party given by the Issuer or the Guarantor (if applicable) shall not be honoured within 14 days of being due and called upon, provided that no such demand, enforcement, default or failure to honour shall be within this paragraph (vii) in circumstances where:

- (a) the same is being contested in good faith; or
- (b) the payment of the relevant indebtedness or the honouring of the relevant guarantee is contrary to applicable law; or
- (viii) in the case of Instruments issued by WTSNZ, the Deed of Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect.

For the purposes of paragraph (vii) above, the expression “guarantee of any indebtedness for borrowed money” shall also include any liability by way of indemnity in respect of, or other undertaking given to secure payment or the capacity to make payment of, any indebtedness for borrowed money.

- 9A.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 and, in the case of a guaranteed issue, to the Guarantor, 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 6.8 (*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.

9B. Events of Default — Subordinated Instruments

The following provisions are applicable to Subordinated Instruments. Subordinated Instruments may only be issued by Westpac. References to the “Issuer” in this Condition 9B are to Westpac only.

- 9B.1 The following events or circumstances as modified by, and/or such other events as may be specified in the Final Terms (each an “Event of Default”) shall be events giving rise to the limited remedies set out in Condition 9B.2 below:
- (i) the Issuer fails to pay any amount in respect of the Instruments of the relevant Series or any of them due on the Maturity Date (determined without reference to Condition 4B.3(i) and (ii)) or fails to pay any amount of interest in respect of the Instruments of the relevant Series or any of them within 14 days after a Compulsory Interest Payment Date (as defined in Condition 4C.4) or any other date upon which the payment of interest is compulsory; or
 - (ii) an order is made or an effective resolution is passed for the winding-up of the Issuer.
- 9B.2
- (i) In the event of the occurrence of either of the Events of Default set out above at Condition 9B.1 (i) or (ii), the Holder of any Instruments of the relevant Series may institute proceedings for a winding-up or liquidation of the Issuer or, subject to Condition 4D (*Status – Subordinated Instruments – Winding-Up Contingency*), for proving or claiming in any winding-up or liquidation of the Issuer; and
 - (ii) no remedy against the Issuer (including, without limitation, any right to sue for a sum of damages which has the same economic effect of an acceleration of the Issuer’s payment obligations), other than the institution of proceedings for winding-up or liquidation or, subject to Condition 4D (*Status – Subordinated Instruments – Winding-Up Contingency*), for proving or claiming in any winding-up or liquidation of the Issuer, shall be available to the Holders of any Instruments for the recovery of amounts owing in respect of the Instruments or in respect of any breach by the Issuer of any obligation, condition or provision binding on it under the terms of the Instruments. In particular, no Holder of any Instrument or Coupon shall be entitled to exercise any right of set-off or counterclaim which may be available to it against amounts owing by the Issuer in respect of such Instrument or Coupon (whether prior to, or following, any bankruptcy, liquidation, winding-up or sequestration of the Issuer).
- 9B.3 If any Instrument becomes due and repayable pursuant to this Condition 9B, it shall be repaid at its early termination amount (the “Early Termination Amount”) (which shall be its principal amount or such other Early Termination Amount as may be specified in or determined in accordance with the relevant Final

Terms) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument under any other Condition prior to the date fixed for redemption (which amount, is and to the extent not then paid, remains due and payable), together with all interest (if any) accrued thereon.

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.8 (*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 that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced to conform to, 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, (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 (ix) so long as any Instruments are listed on the Singapore Exchange and the rules of the Singapore Exchange so require a Paying Agent in Singapore. 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 Issuers 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 relevant 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, the Deed of Guarantee and the Deed of Covenant insofar as the same may apply to such Instruments. 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.

The Issuer and, in the case of the Deed of Guarantee, the Guarantor 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 Deed of Guarantee and the Deed of Covenant insofar as they may apply to such Instruments to correct a manifest error. Subject as aforesaid, no other modification may be made to these Terms and Conditions, the Deed of Guarantee 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 published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe (or, 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, if 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, in the case of Instruments represented by a Temporary Global Instrument or a Permanent Global Instrument which is held in the CMU Service, if 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 relevant 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: (i) 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 (ii) 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 air mail 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 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 thereof) so as to be consolidated 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*), 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 on terms in all material respects similar to the Deed of Guarantee;
 - (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 one of the Issuers 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 in which the Instruments are denominated or, if different, payable from time to time, as specified in these Terms and Conditions or the Final Terms (the “Contractual Currency”), is the sole currency of account and payment for all sums payable by the Issuer or the Guarantor (if applicable) in respect of the Instruments, including damages. Any amount received or recovered in a currency other than the Contractual Currency (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 or Coupon in respect of any sum expressed to be due to it from the Issuer or the Guarantor (if

applicable) shall only constitute a discharge to the Issuer or the Guarantor (if applicable) to the extent of the amount in the 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 Contractual Currency expressed to be due to any Holder of an Instrument or Coupon in respect of such Instrument or Coupon the Issuer or the Guarantor (if applicable) shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer or the Guarantor (if applicable) 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 or the Guarantor's (if applicable) 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 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 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 or Coupon and no proof or evidence of any actual loss will be required by the Issuer or the Guarantor (if applicable).

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 Deed of Guarantee, the Issue and Paying Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, English law except that in the case of Instruments described in the Final Terms as being subordinated, the provisions of Condition 4 (*Status of the Instruments and the Guarantee*) as it applies to such Instruments shall be governed by and construed in accordance with the laws of New South Wales, Australia.
- 19.2 Subject as provided in Condition 19.4, the courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising from or connected with the Instruments.
- 19.3 Each Issuer and the Guarantor agrees that the courts of England 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 (*English courts*) is for the benefit of the Holders of the Instruments only. As a result, nothing in this Condition 19 (*Law and Jurisdiction*) shall prevent any Holder of the Instruments from taking proceeding 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 Each of Westpac and WTSNZ acting through its London branch agree that if at any time it ceases to be registered under Part XXIII of the Companies Act 1985 it will appoint a person with a registered office in London as its agent to accept service of process in England 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.