

EXECUTION VERSION



Note Deed Poll

In relation to the Westpac New Zealand
Limited Medium Term Note Programme



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NOTE DEED POLL

Date: *21 NOVEMBER* 2016

MADE BY

Westpac New Zealand Limited (1763882) (Issuer)

INTRODUCTION

- A The Issuer has established a programme under which it may issue Notes from time to time to any person (*Programme*).
- B The Issuer may issue Notes constituted by this deed, which will be issued in registered form by inscription in the Register.

COVENANTS:

1 INTERPRETATION

Terms which are defined or construed in the terms and conditions attached as schedule 1 (*Terms and Conditions*) have the same meaning or construction when used in this deed.

2 THE NOTES

2.1 Creation of Notes

- (a) The obligations of the Issuer under the Notes are constituted by, and specified in, this deed and the relevant Conditions.
- (b) Each Tranche of Notes will be issued under Final Terms which supplement and/or modify and/or replace the Terms and Conditions.

2.2 Covenant to pay

The Issuer will, in accordance with the relevant Conditions:

- (a) (other than in the case of a Zero Coupon Note) pay or procure to be paid to each Holder, interest on each Note (less any amount required to be deducted under Condition 17 of the Terms and Conditions); and
- (b) on each date on which any Note becomes due to be redeemed pay or procure to be paid to each Holder the Redemption Amount of that Note (less any amount required to be deducted under Condition 17 of the Terms and Conditions).

3 RIGHTS AND OBLIGATIONS OF HOLDERS

3.1 Notes to which this deed applies

This deed applies to all debt securities issued on or after the date of this deed by the Issuer which are expressed as being issued under the Programme or this deed (but



excluding any debt securities that are expressed to be comprised in a series with debt securities issued before the date of this deed).

3.2 Benefit and entitlement

This deed is executed as a deed poll. Each Holder has the benefit of, and is entitled to enforce, this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed.

3.3 Rights independent

Each Holder may enforce its rights under this deed independently from the Registrar and each other Holder.

3.4 Holders bound

Each Note will be issued and held subject to its Conditions and this deed, which shall be for the benefit of, and binding on, the Issuer and each Holder and all persons claiming under or through them. Each Holder and all persons claiming under or through them are deemed to have notice of all the Conditions of the relevant Note.

3.5 Copies of documents to Holders

Within 14 days after the Issuer or the Registrar receiving a written request from a Holder to do so, the Issuer must give, or procure that the Registrar gives, to the Holder a certified copy of this deed and any other Note Document if the Holder requires the copy in connection with any legal proceeding, claim or action brought by the Holder in relation to its rights under a Note.

4 ADDITIONAL ISSUERS

From time to time one or more other issuers may become additional parties to this deed, without the consent of the Holders, by a deed of accession in such form as may be reasonably satisfactory to each of the other issuers and the Registrar. Any such issuer will be treated in all respects as if it had been an original party to this deed and all the rights and obligations owed to or by Holders of Notes issued by that issuer under this deed will be identical to those which would have arisen if that issuer had been an original party to this deed. To the extent that the terms and conditions of the relevant Notes issued by such issuer are to be different to the Terms and Conditions, such terms and conditions will be set out in the relevant Conditions or a deed supplementary to this deed and such terms and conditions will only apply to Notes issued by that issuer after the date of those Conditions or supplementary deed, as the case may be.

5 MEETINGS OF HOLDERS

Meetings of Holders are to be convened and held in accordance with the Meetings Provisions attached as schedule 2 to this deed.

6 GOVERNING LAW

This deed is governed by New Zealand law.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

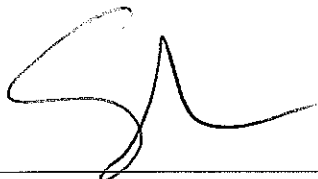
I, **STEPHEN RICHARD O'BRIEN**, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY –

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at Westpac on Takutai Square, 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate I am a Tier One Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise

SIGNED at Auckland

21
On ~~16~~ November 2016



STEPHEN RICHARD O'BRIEN



EXECUTED AND DELIVERED as a deed poll by

Westpac New Zealand Limited by its
attorney:

Stephen O'Brien

In the presence of:

Name: NICHOLAS MOLINEAUX
LEGAL COUNSEL
WESTPAC NEW ZEALAND LIMITED
Occupation: REGULATORY AFFAIRS, CORPORATE & LEGAL SERVICES
AUCKLAND
Address:



SCHEDULE 1

TERMS AND CONDITIONS

The following are the general terms and conditions which, as supplemented, modified and/or replaced by the Final Terms, will apply to each Note issued under the Westpac New Zealand Limited Medium Term Note Programme. Definitions and interpretation provisions are set out in Condition 26.

PART 1 PROGRAMME AND CONDITIONS

1 PROGRAMME

- (a) Notes may be issued under the Westpac New Zealand Limited Medium Term Note Programme (*Programme*) which is established under the Note Deed Poll by Westpac New Zealand Limited (*Issuer*).
- (b) The Issuer is not required to issue any Notes under the Programme.

2 TYPES AND CONDITIONS OF NOTES

2.1 Conditions

- (a) Each Tranche of Notes will be issued under Final Terms which supplement, modify and/or replace these terms and conditions.
- (b) Each Note issued under the Programme is subject to these terms and conditions as so supplemented, modified and/or replaced.

2.2 Series and Tranches of Notes

- (a) Notes are issued in Series.
- (b) Each Series of Notes may comprise one or more Tranches on terms that are identical, except for their Issue Dates, Issue Prices, first Interest Payment Dates and/or Interest Commencement Dates.

2.3 Types of Notes

A Note may be:

- (a) a Fixed Rate Note; or
- (b) a Floating Rate Note; or
- (c) a Zero Coupon Note,

or any other type of Note specified in the Final Terms. Notes may be callable in accordance with Condition 14.2.

2.4 Issue Price

Notes may be issued at par or at a premium or at a discount, as set out in the Final Terms.



2.5 **Hierarchy of conditions**

In the event of any inconsistency between the provisions of the Final Terms and these terms and conditions, the provisions of the Final Terms will prevail.

3 **ISSUE PROCEDURE**

When the Issuer has agreed to issue Notes, the relevant Tranche of Notes will be constituted and issued by:

- (a) the Issuer issuing or entering into Final Terms in respect of that Tranche; and
- (b) the Registrar entering the details of the relevant Notes in the Register in accordance with the Conditions and the Agency Agreement.

4 **INSPECTION OF FINAL TERMS AND OTHER DOCUMENTS**

Copies of the Final Terms for any Notes and the Note Deed Poll (including these terms and conditions) are available for inspection or upon request by Holders or prospective Holders during normal business hours at the Specified Office of the Issuer or the Registrar.

5 **THE ISSUER'S OBLIGATIONS ON THE NOTES**

5.1 **Conditions are binding**

Each Note will be issued and held subject to its Conditions and the Note Deed Poll, which shall be for the benefit of and binding on the Issuer and each Holder and all persons claiming under or through them. Each Holder and all persons claiming under or through them are deemed to have notice of all the Conditions of the relevant Note and all the provisions of the Note Deed Poll.

5.2 **Covenant to pay**

The Issuer will, in accordance with the relevant Conditions:

- (a) (other than in the case of a Zero Coupon Note) pay or procure to be paid to each Holder interest on each Note (less any amount required to be deducted under Condition 17) in accordance with its Conditions; and
- (b) on each date on which any Note becomes due to be redeemed pay or procure to be paid to each Holder the Redemption Amount of that Note (less any amount required to be deducted under Condition 17).

5.3 **Independent obligations**

The obligations of the Issuer in respect of each Note are separate and independent obligations which the Holder is entitled to enforce independently without having to join any other Holder or any predecessor in title of a Holder.



PART 2 FORM, TITLE AND TRANSFER

6 FORM AND DENOMINATION

6.1 Form

Each Note shall:

- (a) be a registered debt obligation of the Issuer, constituted by, and owing under, the Note Deed Poll;
- (b) be in uncertificated book entry form;
- (c) be denominated in New Zealand dollars (unless otherwise specified in the Final Terms); and
- (d) have a face value of NZ\$1.00 or such other amount as may be specified in the Final Terms.

6.2 Specified Principal Amounts

- (a) Each Series shall have Specified Principal Amounts for holdings of Notes of that Series, which shall include a minimum principal amount for such holdings and may also include multiples of an amount in excess of such minimum principal amount, in each case as specified in the Final Terms.
- (b) If a minimum principal amount is specified but required multiples are not specified, then Notes may be held in the minimum principal amount specified or in any principal amount in excess thereof.
- (c) If no Specified Principal Amounts are specified in the relevant Final Terms, then the Specified Principal Amounts shall be NZ\$10,000 and multiples of NZ\$1,000 thereafter.

7 STATUS AND RANKING

Unless otherwise stated in respect of any Series in the Conditions for that Series, the Notes constitute direct, unconditional and unsecured obligations of the Issuer, ranking equally among themselves and at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer, except for liabilities mandatorily preferred by law.

8 OWNERSHIP AND REGISTER

8.1 Title to Notes

- (a) The Notes are debt obligations of the Issuer, issued in registered form by entries in the Register.
- (b) Entry in the Register in relation to a Note is conclusive evidence that the person so entered is the absolute owner of the Note, subject to correction for fraud or error.

**8.2 Certificates**

- (a) At the request of a Holder, or otherwise as required by any applicable law, the Issuer shall procure the Registrar to issue to that Holder a holding statement or notice of registration in relation to the Notes held by that Holder. Such holding statement or notice of registration shall be in the form agreed between the Issuer and the Registrar and shall comply with any applicable law.
- (b) A holding statement or notice of registration issued in respect of a Note will not constitute a document of title. Entitlement will be determined solely by entry in the Register and, in the case of the beneficial interest in Notes lodged in a Clearing System, the records of that Clearing System.

8.3 Details in the Register

The Issuer shall at all times while Notes are outstanding cause the Registrar to:

- (a) maintain the Register for each Series of Notes; and
- (b) to record the Holders and such other details of the Notes as required by law or under the relevant Conditions of the Notes, provided that any failure by the Registrar to record the relevant details of the Notes in the Register shall not affect the application of such Conditions to the relevant Notes.

8.4 Tax and other information required from Holders

- (a) Each Holder must notify the Registrar in writing of its country of residency for tax purposes and, if not resident in New Zealand for tax purposes, whether the Holder receives payments from the Issuer in respect of the Notes subject to the New Zealand resident withholding tax rules.
- (b) Each Holder must, within ten Business Days of a reasonable request by the Issuer or an Agent, supply to the Issuer or, as the case may be, the Agent such forms, documentation and other information relating to its status as that person reasonably requests for the purposes of that person's compliance with any law, regulation or exchange of information regime.

8.5 Inspection of Register

The Registrar must disclose to a Holder who so requests any information held on the Register which relates to the Notes registered in the name of that Holder and all other information and matters required by any applicable law.

8.6 Non-recognition of interests

Except as ordered by a court of competent jurisdiction or required by law, the Issuer and each Agent:

- (a) must treat the person whose name is entered in the Register as the Holder of a Note as the absolute beneficial owner of that Note;
- (b) are not bound to recognise any interest, legal or equitable, in any Note; and
- (c) shall not be affected by any trust (express, implied or constructive) or other equity affecting any Note, or any encumbrance, security or other interest to



which any Note may be subject, even if the Issuer or the Agent has actual notice of any such interest.

8.7 **Reliance on Register**

Neither the Issuer nor any Agent shall be:

- (a) required to obtain proof of identity of a Holder or its ownership of Notes; or
- (b) liable to any Holder or former Holder for relying on the Register or for accepting as valid any detail recorded in the Register subsequently found to be forged, irregular or not authentic.

8.8 **Correction of errors**

Any Agent or the Issuer may, on such evidence as appears to it to be sufficient, correct errors and remedy omissions in the Register.

8.9 **Co-ownership of Notes**

- (a) Where two or more persons are entered in the Register as holders of the same Note then they are taken to hold the Note as joint tenants with rights of survivorship. The Registrar is not bound to register more than three persons as joint holders of a Note. In the case of joint holders, only one address will be recorded in the Register and any statement of holding, notice or other document or communication from the Issuer or the Registrar will be delivered to the person whose name is recorded first in the Register on behalf of each joint holder.
- (b) If two or more persons apply to be registered as tenants in common, the Registrar may, after notifying the persons of its intention to do so, divide the Notes into parcels which represent each person's share. If the Notes cannot be divided into parcels which would comply with Specified Principal Amount requirements of the Notes, the Registrar may refuse the application.

9 **TRANSFER OF NOTES**

9.1 **Form of transfer**

A Holder may transfer any Note held by it by:

- (a) a written instrument of transfer in any commonly used form that complies with the standard form and procedures of the Registrar and applicable law;
- (b) instructing the Registrar to transfer the Note into the name(s) of the transferee(s) through NZClear in accordance with the standard form and procedures of the Registrar or through any other electronic system or facility approved or designated under applicable law from time to time for the transfer of debt securities; or
- (c) any other method of transfer of marketable securities that is not contrary to any law and that is approved by the Issuer.

**9.2 Requirements for transfers**

Each instrument of transfer as referred to in Condition 9.1 must be:

- (a) duly completed, signed by the transferor and lodged with the Registrar;
- (b) accompanied by any evidence (including legal opinions) that the Registrar or the Issuer reasonably requires to prove the title of the transferor, the transferor's right to transfer the Notes or the identity of the transferor and/or the transferee; and
- (c) if the instrument of transfer is executed by some other person on behalf of the transferor or on behalf of a corporation, accompanied by the authority of that person to execute that transfer.

9.3 Partial transfers

A Holder may transfer part of its holding of Notes. However, no transfer of any partial holding may be made if it would result in the transferor or the transferee holding or continuing to hold Notes with an aggregate principal amount that is not a Specified Principal Amount.

9.4 When transfers effective

Subject to Condition 10.2, title to a Note passes when details of the transfer are recorded in the Register.

9.5 Transfers after Record Date

No Holder may require the transfer of a Note to be registered during the period from a Record Date until the relevant Interest Payment Date, Maturity Date or due date for redemption pursuant to Condition 14.2. This Condition will not prevent the registration of a transfer during the period from a Record Date until the relevant Interest Payment Date (other than the Maturity Date) but, in that case, the interest due on the Interest Payment Date will be paid to the Holder appearing on the Register at the close of business on the relevant Record Date.

9.6 Fees and charges

Neither the Issuer nor the Registrar shall charge a fee to any Holder for registering transfers or issuing holding statements or notices of registration (but Holders or prospective Holders shall be responsible for any applicable taxes and other governmental charges).

9.7 Selling restrictions

- (a) A Holder may only offer for sale or sell any Note in conformity with all applicable laws and regulations in any jurisdiction in which it is offered, sold or delivered. No prospectus, investment statement, product disclosure statement, information memorandum, advertisement or other offering material in respect of any Note may be published, delivered or distributed in or from any country or jurisdiction except under circumstances which will result in compliance with all applicable laws.
- (b) The Issuer does not intend to offer the Notes to the public in any jurisdiction other than New Zealand except to the extent specified in the Final Terms. Unless specified in the Final Terms, the Issuer has not taken and will not take any action which would permit a public offering of the Notes, or possession or distribution of any offering



material in respect of the Notes, in any country or jurisdiction where action for that purpose is required (other than New Zealand).

- (c) Each Holder, by subscribing for or otherwise acquiring Notes, agrees to indemnify the Issuer for any loss suffered by it as a result of any breach of the selling restrictions referred to in this Condition 9.7. Any moneys paid by the Issuer in respect of such loss may be recovered from the Holder as a debt due to the Issuer in respect of such liability and may be withheld from any further payments (if any) to that Holder. Nothing in this Condition 9.7 limits or affects any other right or remedy of the Issuer.

9.8 Transmission by operation of law

When the right to any Note is acquired by any person other than by transfer (for example on the dissolution, death or bankruptcy of a Holder, under a writ of execution, or following the making of a vesting order by a Government Agency), the Registrar, on the application of that person and on being satisfied of that person's entitlement to be registered as the Holder of that Note, will enter that person's name in the Register as the Holder of that Note.

10 CLEARING SYSTEMS

10.1 Note held in a Clearing System

- (a) Notes may be held in NZClear and/or any other Clearing System specified in the Final Terms. If Notes are held in a Clearing System, the rights of each Holder and any other person holding an interest in those Notes are subject to the rules and regulations of that Clearing System.
- (b) The Issuer is not responsible for anything a Clearing System does or omits to do or for any loss occasioned by the failure of a Clearing System.

10.2 Transfer of interests in Notes held in a Clearing System

Interests in Notes entered into a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System.

PART 3 INTEREST

11 FIXED RATE NOTES

11.1 Application

- (a) This Condition 11 applies only to Notes specified in the Final Terms as Fixed Rate Notes.
- (b) The relevant Final Terms will contain provisions for the determination of fixed rate interest, including the applicable Interest Rate, Interest Payment Dates and Maturity Date, and must be read in conjunction with this Condition 11 and Condition 13 for full information on the manner in which interest is calculated on Fixed Rate Notes.

11.2 Interest on Fixed Rate Notes

- (a) Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.



- (b) Interest is payable in arrear on each Interest Payment Date up to (and including) the Maturity Date, subject to the application of any applicable Business Day Convention in accordance with Condition 16.5.

11.3 Fixed Coupon Amount

If a Fixed Coupon amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date is the Fixed Coupon Amount (unless otherwise specified in the relevant Final Terms).

11.4 Calculation of interest for broken periods etc

If interest is required to be calculated for a period other than a Fixed Interest Period or if no Fixed Coupon Amount is specified in the relevant Final Terms, the amount of interest payable for such period for any such holding of Fixed Rate Notes shall be calculated by applying the Interest Rate to the outstanding principal amount of such Fixed Rate Notes, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with Condition 13.9.

12 FLOATING RATE NOTES

12.1 Application

- (a) This Condition 12 applies only to Notes specified in the Final Terms as Floating Rate Notes.
- (b) The relevant Final Terms will contain provisions for the determination of floating rate interest, including the applicable Reference Rate, Margin, Interest Payment Dates and Maturity Date, and must be read in conjunction with this Condition 12 and Condition 13 for full information on the manner in which interest is calculated on Floating Rate Notes.

12.2 Interest on Floating Rate Notes

- (a) Each Floating Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (i) on each Interest Payment Date specified in the relevant Final Terms; or
 - (ii) if no Interest Payment Date is specified in the relevant Final Terms, on each date which falls the number of months or other period specified as the Interest Period in the relevant Final Terms after the preceding Interest Payment Date, or in the case of the first Interest Payment Date, after the Interest Commencement Date,
 - (b) in each case subject to the application of any applicable Business Day Convention in accordance with Condition 16.5.
- ### 12.3 Interest Rate determination
- (a) The Interest Rate for any Floating Rate Notes for each Interest Period is the sum of the Margin and the Reference Rate specified in the Final Terms.



- (b) The Issuer will determine the Interest Rate for any Floating Rate Note for an Interest Period in accordance with the Conditions (including the Final Terms).

12.4 **Bank Bill Rate determination**

- (a) If *Bank Bill Rate* is specified in the relevant Final Terms as the applicable Reference Rate for an Interest Period, or if no Reference Rate is specified in the relevant Final Terms, the Reference Rate shall be:

- (i) if the Interest Period is of a duration of one, two, three, four, five or six months, the FRA settlement rate administered by the New Zealand Financial Market Association (NZFMA) (or any other person which takes over administration of that rate), expressed as a percentage and rounded to the nearest four decimal places (with 0.00005 per cent. Being rounded up), as displayed at or around 10:45am on page BKBM of the Thomson Reuters Screen (or its successor page) on the first day of that Interest Period for bank accepted bills having a tenor closest to the Interest Period.
- (ii) if the Interest period is longer than one month but shorter than six months, and not two, three, four or five months, the rate resulting from straight line interpolation (rounded upwards if necessary to the nearest four decimal places) between the FRA settlement rate administered by the New Zealand Financial Market Association (NZFMA) (or any other person which takes over administration of that rate), expressed as a percentage and rounded to the nearest four decimal places (with 0.00005 per cent. Being rounded up), as displayed at or around 10:45am on page BKBM of the Thomson Reuters Screen (or its successor page) on the first day of that Interest Period for bank accepted bills having a tenor:
 - (A) shorter than but closest to that Interest Period; and
 - (B) longer than but closest to that Interest Period.

- (b) However, if a rate is unable to be determined in accordance with paragraph (a)(i) and (a)(ii), or if the FRA settlement rate is not displayed at or around 10:45am on the relevant day, or if it is displayed but the Issuer determines that there is an obvious error in that rate, *Bank Bill Rate* means the rate determined by the Issuer in good faith at or around 10:45am on that day, having regard, to the extent possible, to the mid rate of the rates otherwise bid and offered by two or more leading banks in the New Zealand interbank market for bank accepted bills of that tenor at or around that time.

12.5 **Bank Bill Rate fallback interest rate**

Unless otherwise specified in the relevant Final Terms, if the Issuer is unable to determine the Interest Rate for any Floating Rate Note for an Interest Period for which Bank Bill Rate is the applicable Reference Rate in accordance with Condition 12.4, the Interest Rate for that Floating Rate Note for that Interest Period is the same as the Interest Rate for that Floating Rate Note for the most recent previous Business Day on which a FRA settlement rate (as referred to in Condition 12.4) rate has been published and none of the circumstances as referred to in Condition 12.4(b) exist.

**12.6 Calculation of interest for broken periods**

If interest is required to be calculated for a period other than an Interest Period, the amount of interest payable for such period for any holding of Floating Rate Notes shall be calculated by applying the Interest Rate to the outstanding principal amount of such Floating Rate Notes, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with Condition 13.9.

13 GENERAL PROVISIONS APPLICABLE TO INTEREST**13.1 Maximum or Minimum Interest Rate**

- (a) If the relevant Final Terms specify a Minimum Interest Rate for any Interest Period, then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with Condition 12 is less than the specified Minimum Interest Rate, the Interest Rate for such Interest Period shall be the specified Minimum Interest Rate.
- (b) If the relevant Final Terms specify a Maximum Interest Rate for any Interest Period, then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with Condition 12 is greater than the specified Maximum Interest Rate, the Interest Rate for such Interest Period shall be the specified Maximum Interest Rate.

13.2 Calculation of Interest Rate and interest payable

- (a) The Issuer will, as soon as practicable after determining the Interest Rate in relation to each Interest Period for each holding of Floating Rate Notes, calculate the amount of interest payable for the relevant Interest Period in respect of the outstanding principal amount of each holding of Notes.
- (b) The amount of interest payable for any holding of Floating Rate Notes is calculated by multiplying the product of the Interest Rate for that Interest Period and the outstanding principal amount of such Floating Rate Notes by the applicable Day Count Fraction, and rounding the resultant figure in accordance with Condition 13.9.
- (c) The rate determined by the Issuer must be expressed as a percentage rate per annum.

13.3 Determination and calculation of other amounts

If the relevant Final Terms specify that any other amount is to be calculated by the Issuer, the Issuer will, as soon as practicable after the time at which that amount is to be determined, calculate the relevant amount in the manner specified in the Conditions (including the relevant Final Terms).

13.4 Notification of Interest Rate, interest payable and other things

- (a) The Issuer will notify, or procure the notification of, the Registrar and any Holder which requests it of:
 - (i) each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the relevant Interest Payment Date; and



- (ii) any amendment to any amount, item or date referred to in paragraph (a)(i) arising from any extension or reduction of any relevant Interest Period or calculation period.
- (b) The Issuer will give notice, or procure that notice is given, under this Condition as soon as practicable after it makes its determination or, as applicable, after a relevant Holder's request.
- (c) The Issuer may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period without prior notice but must notify the Registrar as soon as practicable after doing so.

13.5 Determination and calculation final

Except where there is an obvious error, any determination or calculation which the Issuer makes in accordance with the Conditions is final and binds each Agent and each Holder.

13.6 Late payment of Notes (other than Zero Coupon Notes)

If the Redemption Amount payable in respect of a Note (other than a Zero Coupon Note) is not paid when due, interest continues to accrue on that Note (both before and after any demand or judgment) at the Interest Rate then applicable to the outstanding principal amount of the Note or any other default rate specified in the Final Terms until the date on which the relevant payment is made to the relevant Holder.

13.7 Late payment of Zero Coupon Notes

If the Redemption Amount payable in respect of any Zero Coupon Note is not paid when due, the Redemption Amount is an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the amount resulting from the application of the Accrual Yield (compounded annually) to the Reference Price from (and including) the Issue Date to (but excluding) the date on which all sums due in respect of such Note are received by or on behalf of the relevant Holder.

13.8 Day Count Fractions

- (a) Amounts payable in respect of any Notes may be calculated by reference to, or adjusted in accordance with, the Day Count Fraction as specified in the Final Terms.
- (b) If no Day Count Fraction is specified in the relevant Final Terms, the Day Count Fraction shall be:
 - (i) in the case of Fixed Rate Notes:
 - (A) for Regular Periods, NZ Govt Bond Basis; and
 - (B) for amounts paid other than on and/or calculated in respect of dates other than Interest Payment Dates, Actual/Actual (ICMA);



- (ii) in the case of Floating Rate Notes, Actual/365 (Fixed); and
- (iii) in the case of Zero Coupon Notes, Actual/Actual (ICMA).

13.9 Rounding

For the purposes of any calculations required under these terms and conditions (unless otherwise specified in these terms and conditions or the relevant Final Terms):

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest four decimal places (with 0.00005 per cent. being rounded up to 0.0001 per cent);
- (b) all figures must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and
- (c) all amounts that are due and payable must be rounded to the nearest cent (with NZ\$0.005 being rounded up to NZ\$0.01).

PART 4 REDEMPTION, PURCHASE AND OPTIONS

14 REDEMPTION

14.1 Scheduled redemption

Each Note is redeemable by the Issuer on its Maturity Date (subject to the application of any applicable Business Day Convention in accordance with Condition 16.5) at its Redemption Amount unless:

- (a) the Note has been previously redeemed; or
- (b) the Note has been purchased and cancelled.

14.2 Early redemption at the option of the Issuer (issuer call)

- (a) If the relevant Final Terms specify one or more Call Option Dates, then the Issuer may redeem all or some of the Notes of a Series on any Call Option Date (or if such date is not a Business Day, on the first following day that is a Business Day), for an amount equal to the Redemption Amount for the Notes and any interest accrued on them to (but excluding) the redemption date.
- (b) However, the Issuer may only do so if it has given at least 30 days' (and no more than 60 days') (or any other period specified in the relevant Final Terms) notice to the Registrar and each applicable Holder.
- (c) Any notice of such redemption given under this Condition 14 is irrevocable and must specify the relevant Notes subject to redemption, their principal amount, and the proposed redemption date.

14.3 Purchases

The Issuer may at any time purchase Notes in the open market or otherwise and at any price. All unmaturing Notes purchased under this Condition 14.3 are not extinguished (unless held beneficially by the Issuer at the Maturity Date) and to the



extent held beneficially by the Issuer prior to that Maturity Date may be held, resold or cancelled at the discretion of the Issuer, subject to compliance with any applicable laws. Any Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of such cancelled Notes shall be discharged.

PART 5 UNDERTAKINGS

15 REGISTER AND AGENTS

So long as there are any outstanding Notes, the Issuer will:

- (a) maintain a Paying Agent and Registrar (either or both of whom may be the Issuer) of each Note under (unless the relevant Agent is the Issuer) an Agency Agreement;
- (b) cause the Registrar to keep the Register in accordance with the Conditions and the Agency Agreement; and
- (c) comply with and perform its obligations under the Agency Agreement and use reasonable endeavours to ensure that each Agent also does so.

15.2 Notification of Holders

So long as there are any outstanding Notes, the Issuer will:

- (a) give or procure that there is given to Holders of any relevant Series prompt notice of the appointment or termination of the appointment of any Paying Agent or Registrar in respect of that Series other than the appointment of the first Agents or of any change of any of the Agents' Specified Offices; and
- (b) promptly give or procure that there is given to Holders of any relevant Series notice of any Event of Default which has occurred in relation to that Series and is continuing unremedied.

PART 6 PAYMENTS

16 PAYMENTS IN RELATION TO NOTES

16.1 Payment to registered Holder

Payment of the Redemption Amount of, and interest (if any) on, a Note (less any amount required to be deducted in accordance with Condition 17) shall be made to the person whose name appears in the Register as the Holder of the Note on the Record Date in respect of the relevant payment. If more than one person is so named in the Register, payment will be made to the first person so named.

16.2 Payment of principal

The Issuer shall pay the Redemption Amount (together with any accrued interest and other amounts due in respect of the Note on the relevant redemption date) for a Note, and all other amounts due in respect of the Note, less any amount required to be deducted in accordance with Condition 17, to the entitled Holder in accordance



with Condition 16.1 on the Maturity Date or other due date for redemption in accordance with the Conditions.

16.3 Payment of interest

The Issuer shall pay interest on any interest-bearing Note (less any amount required to be deducted in accordance with Condition 17) to the entitled Holder in accordance with Condition 16.1 on the relevant Interest Payment Date.

16.4 Payments through Paying Agent

Unless otherwise specified in the relevant Conditions, all payments from the Issuer to Holders in relation to the Notes shall be effected by the Paying Agent, and the Issuer shall ensure that the Paying Agent is placed in funds in sufficient time to enable it to make such payments.

16.5 Business Day Conventions

- (a) Dates for payment or by reference to which calculations will be made may be adjusted by reference to the applicable Business Day Convention as specified in the relevant Final Terms and those dates will be modified accordingly.
- (b) If no Business Day Convention is specified in the relevant Final Terms, the Business Day Convention shall be:
 - (i) in the case of Fixed Rate Notes and Zero Coupon Notes, Following Unadjusted; and
 - (ii) in the case of Floating Rate Notes, Modified Following Business Day Convention.

16.6 Method of payment (Notes held in a Clearing System)

All payments in respect of Notes held in a Clearing System shall be made by the Issuer crediting on the relevant payment date the amount due to the account of the Paying Agent or other account previously notified by the Paying Agent or Clearing System to the Issuer in accordance with the Agency Agreement and Clearing System's rules and regulations.

16.7 Method of payment (Notes not held in a Clearing System)

All payments in respect of Notes which are not held in a Clearing System by the relevant Holder shall be paid by the Paying Agent:

- (a) by direct credit to a bank account specified by the Holder on the Record Date for the relevant payment in accordance with Condition 16.8; or
- (b) in the absence of such specification by a Holder, by cheque sent to the address of the Holder as recorded in the Register on the Record Date for the relevant payment, in which case the provisions of Condition 16.9 will also apply.

16.8 Notice of specified bank account or mailing address

- (a) A Holder may specify a bank account to which payments will be made on the Notes, or the address to which cheques will be sent, at the time the Holder subscribes for



or is transferred any Notes, or at any other time by notice in writing to the Registrar. The bank account so specified must be an account maintained with a registered bank in New Zealand.

- (b) A Holder may at any time amend any notice so given by further notice in writing to the Registrar, but no amendment of a notice shall have effect unless another New Zealand registered bank account or address is specified by that Holder.
- (c) No notice given under this Condition 16.8 will have effect in respect of any payment unless received by the Registrar on or before the Record Date for the relevant payment. Any notice given under this Condition 16.8 will be deemed to be automatically cancelled upon transfer of all of a Holder's Notes or, in the case of a partial transfer, in respect of the Notes transferred. A notice from one of several Holders of the same Notes is deemed to be given by all such Holders.
- (d) If at any time a Holder has provided neither a current address nor current details of a bank account to the Registrar, any payments in respect of any Note to that Holder shall be deemed to be unclaimed money for the purpose of Condition 16.10.

16.9 Payments by cheque

- (a) If the Paying Agent makes a payment in respect of a Note by cheque, the Paying Agent will send the cheque by prepaid ordinary post on the due date to the Holder (or if two or more persons are entered in the Register as joint Holders of the Note, to the first named joint Holder) at its address appearing in the Register on the Record Date.
- (b) Cheques sent to a Holder are sent at the Holder's risk and are taken to be received by the Holder on the due date for payment. If the Issuer makes a payment in respect of a Note by cheque, the Issuer is not required to pay any additional amount as a result of the Holder not receiving payment on the due date in immediately available funds.

16.10 Unclaimed money

- (a) If any payment made by the Issuer to any Holder to the address, or into the bank account, last specified by that Holder to the Issuer or the Registrar is returned unclaimed, the amount concerned will (unless the Issuer or the Registrar has in the meantime received notice of a change of address or bank account to be entered in the Register) be retained by the Registrar to be held by it for the relevant Holder without any obligation to invest or pay interest on that amount.
- (b) Any money not claimed within a period of six months from the original date of payment must be returned to the Issuer and may be retained by the Issuer unless the relevant Holder produces evidence satisfactory to the Issuer of its entitlement to such amount. The Issuer will have no liability in respect of the unclaimed amount if it remains unclaimed six years after the original date of payment.

16.11 Payments subject to laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives.



17 TAXATION

17.1 No set-off, counterclaim or deductions

- (a) Except as otherwise specified in the Conditions, all payments in respect of the Notes must be made in full without deduction or withholding (whether by way of set-off, counterclaim or otherwise), except to the extent required by law or as provided in this Condition 17.
- (b) The Issuer will not be required to and will not make any additional payment by way of gross-up or otherwise with respect to the deduction or withholding from any payment made in respect of a Note pursuant to this Condition 17.

17.2 Withholding tax

If any payment on or in relation to a Note is required by applicable law to be made subject to any withholding or deduction for, or on account of, any Taxes, the Issuer shall make such payment, or procure that such payment is made, subject to such withholding or deduction, and shall account for the amount so required to be withheld or deducted, or procure that such amount is accounted for, to the relevant authorities. In particular:

- (a) Subject to Condition 17.3, New Zealand non-resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to a Holder who receives such payments subject to the New Zealand non-resident withholding tax rules; and
- (b) New Zealand resident withholding tax will be deducted from each payment of interest (or payments deemed by law to be interest) to a Holder resident in New Zealand for income tax purposes or who otherwise subject to the New Zealand resident withholding tax rules, such payments unless an appropriate exemption certificate is produced to the Paying Agent or the Issuer on or before the Record Date for the relevant payment.

17.3 Approved Issuer Levy

In respect of any payment of interest (or payment deemed by law to be interest) to a non-resident Holder, where payment of Approved Issuer Levy would remove the liability to deduct non-resident withholding tax, and if the Issuer is lawfully able to pay Approved Issuer Levy then the Issuer, or the Paying Agent on its behalf, shall (unless otherwise directed in writing by the relevant Holder, in which case Condition 17.2(a) will apply) pay Approved Issuer Levy to the appropriate authority and the Holder agrees that the Issuer or Paying Agent shall deduct the amount paid from the interest (or deemed interest) payable to that Holder in lieu of deducting New Zealand non-resident withholding tax at the rate otherwise applicable from that payment. In the event of any change of law to the Approved Issuer Levy regime, the Issuer reserves the right not to pay Approved Issuer Levy.

17.4 Maximum rate

Deductions of Taxes will be made at the maximum rates from time to time applicable unless a Holder provides evidence to the Issuer or the Paying Agent (acceptable to it) that a lesser rate or an exemption is applicable.

**17.5 Tax indemnity from Holders**

If, in respect of any Note, the Paying Agent or the Issuer becomes liable to account for withholding Taxes, or make any payment of, or on account of, Tax payable by the Holder, then the Paying Agent and the Issuer shall be indemnified by the relevant Holder in respect of such liability. Any moneys paid by the Paying Agent or the Issuer in respect of such liability may be recovered from the Holder as a debt due to the Paying Agent or the Issuer and may be withheld from any further payments (if any) to that Holder. Nothing in this Condition will prejudice or affect any other right or remedy of the Paying Agent or the Issuer.

17.6 Tax status

The Issuer and each Agent shall be entitled for the purposes of this Condition 17 to rely, without further enquiry, upon any evidence produced or statement made by, or on behalf of, a Holder in relation to that Holder's tax status or tax residency, and to regard the Holders entered in the Register as the only beneficial owners of, or the only persons who beneficially derive interest under, the relevant Notes.

PART 7 EVENTS OF DEFAULT**18 EVENTS OF DEFAULT****18.1 Event of Default**

An Event of Default occurs in relation to any Notes if:

- (a) **(payment default)** the Issuer fails to pay any principal or interest in respect of the Notes on the relevant due date and such default continues for a period of 14 days; or
- (b) **(winding up)** an order is made, or an effective resolution is passed, for the winding up, liquidation or dissolution of the Issuer (other than for the purposes of an amalgamation or solvent reconstruction).

18.2 Consequences of an Event of Default

- (a) Subject to Condition 18.3, if any Event of Default occurs and continues unremedied in relation to the Notes of any Series or any of them, then any Holder of Notes then outstanding in that Series may declare by notice to the Issuer (with a copy to the Registrar) that the Redemption Amount (together with any accrued interest) applicable to each Note held by it is either payable immediately or on such other date specified in the notice.
- (b) The making of this declaration gives immediate effect to the provisions of this Condition.

18.3 Rectification

A Holder's right to declare Notes due and payable terminates if the situation giving cause to it has been cured before such right is exercised.

**PART 8 GENERAL****19 AGENTS****19.1 Role of Agents**

In acting under the relevant Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders.

19.2 Appointment and replacement of Agents

Subject to Condition 15, the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor (including the Issuer).

20 MEETINGS OF HOLDERS**20.1 Meetings provisions**

- (a) The Meetings Provisions contain provisions (which have effect as if incorporated in these terms and conditions) for convening meetings of the Holders of any Series to consider any matter affecting their interests, including the modification of the Conditions of any Notes or amendments to any Note Documents.
- (b) Any such modification or amendment may be made if sanctioned by an Extraordinary Resolution and agreed by the Issuer in accordance with the Meetings Provisions.
- (c) Meetings of Holders shall be convened and held in accordance with the Meetings Provisions.

20.2 Resolutions binding

Any resolution passed at any meeting of the Holders of any Series is binding on all Holders of such Series, whether or not they are present at the meeting.

21 VARIATION**21.1 Variation with consent**

Subject to Condition 21.2, any Note Document (including, without limitation, these terms and conditions) may be varied with the approval of the Holders of the relevant Series by Extraordinary Resolution or by the consent in writing of all Holders of that Series.

21.2 Variation without consent

The Issuer may vary any Note Document (including, without limitation, these terms and conditions) without the approval of the Holders if, in the reasonable opinion of the Issuer, the variation:

- (a) is necessary or advisable to comply with any law or Directive;
- (b) is necessary to correct an obvious error, or otherwise of a formal, technical or administrative nature only;



- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision;
- (d) is not materially prejudicial to the interests of the Holders as a whole;
- (e) is convenient for the purpose of obtaining or maintaining a quotation of any Note on any stock exchange in New Zealand or elsewhere; or
- (f) only applies to Notes issued by the Issuer after the date of the amendment.

21.3 **Notice of amendment not required**

The Issuer shall not be required to give notice to a Holder of any amendment to the provisions of any Note Document or the Conditions.

22 **SUBSTITUTED OBLIGOR**

22.1 **Substitution**

The Issuer may, without the consent of the Holders, substitute in place of the Issuer of all or any Notes (*Relevant Notes*) (or any previous Substituted Obligor under this Condition 22), as principal debtor under the Note Poll Deed and the Conditions in respect of the Relevant Notes, any other body corporate incorporated in any country in the world (in this Condition 22 called the *Substituted Obligor*), provided that:

- (a) **(deed)** a deed is executed or some other form of undertaking is given by the Substituted Obligor in favour of the Holders of the Relevant Notes agreeing to be bound by the terms of this deed and the Relevant Notes with any consequential amendments that may be appropriate as if the Substituted Obligor has been named in the Note Deed Poll and the Conditions as the principal debtor in place of the Issuer (or of any such previous Substituted Obligor);
- (b) **(maintain rights)** arrangements are made for the Holders of the Relevant Notes to have or be able to have the same rights *mutatis mutandis* against the Substituted Obligor as they have against the Issuer (or any such previous Substituted Obligor);
- (c) **(guarantee)** the Relevant Notes and the obligations of the Substituted Obligor in relation to the Relevant Notes will be unconditionally and irrevocably guaranteed by the Issuer;
- (d) **(approvals):**
 - (i) the Substituted Obligor has obtained all necessary governmental and regulatory approvals and consents necessary for its assumption of the obligations and liability as principal debtor under the Note Deed Poll and the Conditions in respect of the Relevant Notes in place of the Issuer (or of any such previous Substituted Obligor).



- (ii) where applicable, the Issuer has obtained all necessary governmental and regulatory approvals and consent necessary for the effectiveness of its guarantee referred to in Condition 22.1(c); and
- (iii) Such approvals are consents are at the time of substitution in full force and effect; and
- (e) **(no Increased Costs)** no Holder will be liable, as a direct consequence of any such substitution, for any costs and expenses (whether with respect to taxes, increased costs or otherwise) in excess of the amount of costs and expenses for which it would have been liable had Westpac New Zealand Limited remained the Issuer.

22.2 Release of Obligations

Any such substitution pursuant to Condition 22.1 shall to the extent so expressed operate to release the Issuer or previous Substituted Obligor (as the case may be) from any or all of its obligations under the Note Deed Poll and the Conditions in respect of the Relevant Notes other than obligations which the Issuer or previous Substituted Obligor will have under its guarantee referred to in Condition 22.1(c). Not later than 14 days after the execution of any documents required under Condition 22.1, the Issuer shall give notice thereof to the affected Holders in the manner provided in Condition 24.

22.3 Amendments

Upon the execution of such documents and compliance with such requirements the Substituted Obligor shall be deemed to be named in the Note Deed Poll and the relevant Conditions with respect to the Relevant Notes as the principal debtor in place of the Issuer or any previous Substituted Obligor, and the Note Deed Poll, the relevant Conditions and the Relevant Notes relating thereto shall thereupon be deemed to be amended in such manner as shall be necessary to give effect to the substitution. Without prejudice to the generality of the foregoing, any references to the Issuer or any previous Substituted Obligor in the Note Deed Poll, or the relevant Conditions with respect to the Relevant Notes, shall be deemed to be references to the Substituted Obligor.

23 FURTHER ISSUES

The Issuer may from time to time, without the consent of the Holders, issue notes, bonds or other obligations in any amount and on such terms and conditions as the Issuer sees fit, including without limitation any further Tranche of Notes forming a single Series with existing Notes of that Series.



24 NOTICES

24.1 Notices to Holders

All notices, certificates and other communications in connection with a Note to the Holders must be in writing and may be:

- (a) sent by prepaid post or left at the address of the relevant Holder (as shown in the Register at the close of business on the day which is 3 Business Days before the date of the relevant notice or communication); or
- (b) given by an advertisement published in the New Zealand Herald or an additional or alternative newspaper determined by the Issuer in its discretion.

24.2 Notices by Holders to the Issuer and the Agents

All notices and other communications to the Issuer, the Registrar or the Paying Agent must be in writing and may be sent by prepaid post or left at the address of the registered office of the Issuer, the Registrar or the Paying Agent or such other address as is notified to Holders from time to time.

24.3 When effective

Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in them and:

- (a) if given by newspaper advertisement, are taken to be received on the first date that publication has been made in the required newspaper(s);
- (b) if sent by post, are taken to be received three Business Days following dispatch; and
- (c) if delivered by hand, when left at the address of the intended recipient referred to in Condition 24.1 or 24.2.

25 GOVERNING LAW

The Notes, the Note Documents and the Conditions are governed by New Zealand law.

PART 9 DEFINITIONS AND REFERENCES

26 INTERPRETATION

26.1 Definitions

In these terms and conditions the following expressions have the following meanings:

Accrual Yield has the meaning given in the relevant Final Terms.



Agency Agreement means:

- (a) the registrar and paying agent services agreement between the Issuer and Link Market Services Limited dated 31 October 2006 as supplemented, amended or amended and restated from time to time appointing Link Market Services Limited as the initial Paying Agent and Registrar for Notes; and
- (b) any other agency agreement at any time in force appointing any further or other Paying Agent or Registrar for any Notes.

Agent means each Registrar and Paying Agent and includes any successor, substitute or additional agent appointed under an Agency Agreement or otherwise from time to time.

Amortised Face Amount means, in relation to a Note, an amount equal to the sum of:

- (a) the Issue Price specified in the relevant Final Terms; and
- (b) the amount resulting from the application of the Accrual Yield specified in the relevant Final Terms (compounded annually) to the Issue Price (as specified in the relevant Final Terms) from (and including) the Issue Date specified in the relevant Final Terms to (but excluding) the date fixed for redemption or (as the case may be) the date the Note becomes due and repayable.

If the 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 must be made on the basis of the applicable Day Count Fraction.

Approved Issuer Levy means, in relation to any payment of interest (as defined in section 86F of the Stamp and Cheque Duties Act 1971) under any Note, the levy payable by the Issuer in accordance with section 86J of the Stamp and Cheque Duties Act 1971 to enable the payment of that interest to be made to any non-resident for tax purposes with a deduction for New Zealand non-resident withholding tax at the rate of zero per cent. pursuant to section RF 12 of the Income Tax Act 2007 (or its successor provisions).

Bank Bill Rate has the meaning given in Condition 12.4.

Business Day means a day on which registered banks and foreign exchange markets are open to settle payments and for general business in Auckland and Wellington or the business centre(s) which may be specified in the relevant Final Terms and on which the relevant Clearing System (if any) for the relevant Note is operating.

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day. The following Business Day Conventions, where specified in the relevant Final Terms (or determined in accordance with Condition 16.5(b)), in relation to any date applicable to any Note, have the following meanings:



- (a) *Following Business Day Convention* means that the date is postponed to the first following day that is a Business Day;
- (b) *Modified Following Business Day Convention* means that the date is 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 is brought forward to the first preceding day that is a Business Day;
- (c) *Preceding Business Day Convention* means that the date is brought forward to the first preceding day that is a Business Day; and
- (d) *No Adjustment or Following Unadjusted* means that for the purposes of any calculations the relevant date must not be adjusted in accordance with any Business Day Convention; however Holders shall not be entitled to any payment due on such date until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

Call Option Date means, in relation to a Note, the date specified as such in the Final Terms applicable to that Note or, if such date is not a Business Day, the next succeeding Business Day.

Clearing System means:

- (a) NZClear (including, as the context requires, any other applicable Clearing System in which the Notes may be held as a result of sub-custodial arrangements involving NZClear); or
- (b) any other clearing system specified in the relevant Final Terms (including without limitation the Austraclear System, Euroclear Bank S.A./N.V. and/or Clearstream Banking, *société anonyme*).

Conditions means, for any Tranche of Notes, the terms and conditions for the Notes as set out in these terms and conditions as supplemented, modified and/or replaced by the Final Terms for that Tranche (and, for the avoidance of doubt, includes the Meetings Provisions) and *Condition* means, as the context requires, any such Condition or a correspondingly numbered condition in these terms and conditions.

Day Count Fraction means, in respect of the calculation of an amount of interest of any Note for any period of time (*Calculation Period*), the day count fraction specified in the relevant Final Terms (or determined in accordance with Condition 13.8(b)). The following Day Count Fractions, where specified in the relevant Final Terms (or determined in accordance with Condition 13.8(b)), have the following meanings:



- (a) *Actual/Actual (ICMA)* means:
 - (i) 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
 - (ii) 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 (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (b) *Actual/365* or *Actual/Actual (ISDA)* 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:
 - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non leap year divided by 365);
- (c) *Actual/365 (Fixed)* means the actual number of days in the Calculation Period divided by 365; and
- (d) *NZ Govt Bond Basis* or *RBNZ Bond Basis* means one divided by the number of Interest Payment Dates in a year.

Directive means a treaty, official directive, request, regulation, guideline or policy having the force of law or compliance with which is in accordance with general practice of responsible participants in the market concerned.

Event of Default has the meaning given in Condition 18.

Extraordinary Resolution has the meaning given in the Meetings Provisions.

FATCA means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 as amended from time to time, or any associated regulations;



- (b) any treaty, law, regulation, or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law, regulation, or other official guidance referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government, or any governmental or taxation authority in any other jurisdiction.

FATCA Deduction means a deduction or withholding from a payment in respect of any Note required by FATCA.

Final Terms means, in respect of a Tranche:

- (a) the "Final Terms" document (specified as such and in such form as is determined by the Issuer from time to time) specifying the relevant issue details in relation to that Tranche issued or executed by the Issuer, or issued on behalf of the Issuer; or
- (b) where all initial subscribers will be holding the Notes in or through a Clearing System or any other electronic facility selected by the Issuer, the terms for that Tranche recorded in any confirmation, security details or deal ticket produced by, or in relation to the entry of securities on, the relevant Clearing System or electronic facility; or
- (c) if (a) or (b) do not apply, the terms for that Tranche as specified to be applicable to that Tranche in any other deed, agreement, offering circular, information memorandum, product disclosure statement, limited disclosure document, terms of offer, terms sheet, pricing or other supplement, application form or other document issued or executed by the Issuer, or issued on behalf of the Issuer.

Fixed Coupon Amount has the meaning given in the relevant Final Terms.

Fixed Rate Note means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on any other dates as specified in the Final Terms.

Floating Rate Note means a Note on which interest is calculated at a floating rate payable one, two, three or six monthly or in respect of any other period or on any date specified in the Final Terms.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Holder means, for a Note, each person whose name is entered in the Register as the holder of that Note. If a Note is held in a Clearing System, references to the Holder



of that Note include the operator of that Clearing System or a nominee or depository for that operator.

Interest Commencement Date means, for a Note, the Issue Date of the Note or any other date so specified in the Final Terms.

Interest Payment Date means each date so specified in, or determined in accordance with, the relevant Final Terms and adjusted in accordance with any applicable Business Day Convention.

Interest Period means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date.

Interest Rate means, for a Note, the interest rate (expressed as a percentage per annum) payable in respect of that Note specified in, or calculated or determined in accordance with, the Conditions (including the Final Terms).

Issue Date means the date on which a Note is, or is to be, issued, as specified in, or determined in accordance with, the Final Terms.

Issue Price of a Note means the price at which that Note is issued as specified in the Final Terms.

Issuer means Westpac New Zealand Limited (1763882).

Margin means the margin specified in, or determined in accordance with, the relevant Final Terms.

Maturity Date means, for a Note, the date specified in the Final Terms as the date for redemption of that Note and as adjusted in accordance with any applicable Business Day Convention.

Meetings Provisions means the provisions for the convening of meetings of, and passing of resolutions by, Holders set out in schedule 2 to the Note Deed Poll.

Maximum Interest Rate has the meaning given in the relevant Final Terms.

Minimum Interest Rate has the meaning given in the relevant Final Terms.

Note means a registered debt obligation of the Issuer which by its terms is issued pursuant to, or has the benefit of, the Note Deed Poll, the details of which are recorded in, and evidenced by, entry in, the Register.

Note Deed Poll means the deed poll so entitled dated 2016 (as supplemented, amended or amended and restated from time to time).



Note Documents means:

- (a) each Agency Agreement;
- (b) the Note Deed Poll (including these terms and conditions);
- (c) in respect of any Tranche of Notes, the relevant Final Terms for that Tranche; and
- (d) any other document which the Issuer acknowledges in writing to be a Note Document.

NZClear means the securities clearing and settlement facility known as the NZClear system and includes any securities clearing and/or settlement facility which replaces or supersedes it from time to time.

outstanding means, in relation to any Notes, all such Notes that have been issued other than those which have been redeemed or purchased and cancelled in accordance with the Conditions and those in respect of which claims have become prescribed; *provided that*, for the purposes of (i) ascertaining the right to attend and vote at any meeting of Holders and (ii) determining how many Notes are outstanding for the purposes of Conditions 18 and 20 and the Meetings Provisions, those Notes that are beneficially held by, or are held on behalf of, the Issuer or any of its Subsidiaries and not cancelled shall (unless and until ceasing to be so held) be deemed not to be outstanding.

Paying Agent means Link Market Services Limited or any successor or alternate paying agent appointed by the Issuer under an Agency Agreement.

Programme means the Westpac New Zealand Limited Medium Term Note Programme established by the Issuer, under which the Issuer may issue Notes constituted by the Note Deed Poll to any person from time to time.

Record Date means, for a payment due in respect of a Note (other than a Zero Coupon Note), close of business on the tenth calendar day before the due date for that payment and in respect of Zero Coupon Notes close of business on the calendar day before the due date for payment (as any such due date for payment may be adjusted in accordance with any applicable Business Day Convention) or any other date specified in, or determined in accordance with, the relevant Final Terms.

Redemption Amount means:

- (a) for a Fixed Rate Note or a Floating Rate Note, the outstanding principal amount of the Note on the date it is redeemed or such other amount as is specified in the relevant Final Terms; and
- (b) for a Zero Coupon Note, the Amortised Face Amount of the Zero Coupon Note calculated on the date it is redeemed,

in accordance with, the Conditions (including the relevant Final Terms).



Reference Price means the Issue Price or such other price as is specified in the relevant Final Terms.

Reference Rate has the meaning given in the relevant Final Terms.

Register means a register of Notes established and maintained by the Registrar under the Conditions and the Agency Agreement.

Registrar means Link Market Services Limited or any successor or alternate registrar appointed by the Issuer under an Agency Agreement.

Regular Period means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each Interest Period;
- (b) in the case of Notes 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
- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period (the *Irregular 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.

Series means an issue of Notes, which may be made up of one or more Tranches, all of which are specified in the relevant Final Terms to form a single Series and are issued on the same Conditions except that, the Issue Date, Issue Price, first Interest Payment Date and Interest Commencement Date may be different in respect of a different Tranche of a Series.

Specified Principal Amounts means, in relation to any Series of Notes, principal amounts in which Notes of that Series may be held (including a minimum principal amount) as specified in Condition 6.2 or otherwise in the relevant Final Terms.

Specified Office means the office specified in the entry for the Medium Term Note Programme on the relevant register kept by the Registrar of Financial Service Providers under the Financial Markets Conduct Act 2013 and the Financial Markets Conduct Regulations 2014, or any other address notified to Holders from time to time.

Subsidiary means, in relation to a person, (i) a subsidiary of that person within the meaning of section 5 of the Companies Act 1993 or (ii) an "in substance subsidiary" of that person in accordance with any applicable financial reporting standard.



Taxes includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called (including approved issuer levy and FATCA Deduction), imposed or levied by any governmental agency, in each case together with any interest, penalty, charge, fee or other amount imposed or made on or in relation to any of the foregoing.

Tranche means an issue of Notes all of which are issued on the same Issue Date and on the same Conditions.

US means the United States of America.

Zero Coupon Note means a Note which does not entitle the Holder to the periodic payment of interest before its Maturity Date and which is issued at a discount to its face value.

26.2 **References to certain general terms**

Unless the contrary intention appears, a reference in these terms and conditions to:

- (a) a document (including these terms and conditions) includes any variation or replacement of it;
- (b) law means includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, by-law, statute or other legislative measure, in each case of any jurisdiction whatever;
- (c) legislation or to a provision of legislation includes any amendments and re-enactments of it, a legislative provision substituted for it and a statutory regulation, rule, order or instrument made under or issued pursuant to it;
- (d) *New Zealand dollars, dollars, NZ\$ or \$* is a reference to the lawful currency of New Zealand;
- (e) a time of day is a reference to New Zealand time;
- (f) the word *person* includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the words *including, for example* or *such as* when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

26.3 **References**

Unless the contrary intention appears, in these terms and conditions:

- (a) the singular includes the plural and vice versa;



- (b) headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these terms and conditions;
- (c) a reference to a Holder is a reference to the holder of Notes of a particular Series;
- (d) a reference to a Note is a reference to a Note of a particular Series; and
- (e) if the Notes are Zero Coupon Notes, references to interest are not applicable.

26.4 **References to principal and interest**

Unless the contrary intention appears, in these terms and conditions:

- (a) any reference to *principal* in the context of a Note is taken to include the Redemption Amount of the Note, any premium payable in respect of the Note when it is issued, and any other amount in the nature of principal payable in respect of the Note under the applicable Conditions;
- (b) the principal amount of a Note issued at a discount is to be taken as at any time to equal the lesser of:
 - (i) its face value; and
 - (ii) if specified in the relevant Final Terms, its Amortised Face Amount at that time;
- (c) the principal amount of any other Note which may vary by reference to a schedule or formula at any time is taken to equal its varied amount as determined in accordance with the applicable Conditions; and
- (d) any reference to *interest* in the context of a Note is taken to include any interest and any amount in the nature of interest payable in respect of the Note under the applicable Conditions.



SCHEDULE 2

MEETINGS PROVISIONS

1 DEFINITIONS

- 1.1 Capitalised terms used in these Meetings Provisions have the same meaning as in the Terms and Conditions unless the context otherwise requires, and:

Appointed Time means the day and time at which any meeting of Holders or the taking of a poll of Holders (not at a meeting of Holders) is due to be held.

Class means a category of Notes which constitutes a separate class of Notes being:

- (a) in relation to matters affecting a Series only, that Series; or
- (b) any category of Notes having substantially the same rights, privileges, limitations and conditions, which in the reasonable opinion of the Issuer at any particular time, for any particular purpose, constitutes a separate class of Notes.

Extraordinary Resolution means a resolution passed:

- (a) at a meeting of Holders, properly convened and held in accordance with the provisions of these Meetings Provisions, at which not less than 75% of the persons voting upon a show of hands or, if a poll is properly demanded, not less than 75% of the votes given on such a poll voted in favour of the resolution; or
- (b) in accordance with clause 16 of this Schedule.

Proxy Closing Time means 7 days (or such other shorter period as the Registrar may agree or as may be specified in the notice convening the meeting) before the Appointed Time of the relevant meeting of Holders or taking of a poll of Holders or such other time approved by the Trustee (where applicable).

Representative means:

- (a) in the case of an individual Holder, a person appointed by an instrument of proxy or by power of attorney or, in the event of the death of a Holder, the personal representative of that Holder;
- (b) in the case of a Holder which is a corporation or corporation sole either:
 - (i) a person appointed by an instrument of proxy or by power of attorney; or
 - (ii) a person authorised by the directors of the corporation, or, in the case of a corporation sole, a person authorised pursuant to its constitution.



Terms and Conditions means the general terms and conditions of the Notes as set out in Schedule 1 to this deed.

Trustee means any trustee appointed in relation to a Series under the Conditions applicable to that Series.

1.2 Classes

In these Meetings Provisions, references to *Notes* and *Holders* are references to the Notes of the relevant Class of Notes only and the Holders of the relevant Class of Notes only.

1.3 Meeting

In these Meetings Provisions, a reference to a meeting includes, if there is only one Holder, the attendance of that person or its proxy on the day and at the place and time specified in accordance with the provisions of these Meeting Provisions.

2 CONVENING

2.1 Meeting required by law

the Issuer shall, whenever required to do so pursuant to the Companies Act 1993 or the Financial Markets Conduct Act 2013 and Financial Markets Conduct Regulations 2014 or any other applicable law, convene a meeting of the Holders.

2.2 By Holders

the Issuer shall, at the request in writing of Holders holding not less than 10% of the aggregate principal amount of the Notes then outstanding, convene a meeting of the Holders. The request must state the nature of the business proposed to be dealt with at the meeting concerned.

2.3 By the Issuer

The Issuer may at any time of its own volition convene a meeting of the Holders.

2.4 Place of meeting

Each meeting will be held in Auckland or at such other place or in such manner (including, but not limited to, use of telephone, video conferencing or web technology) as designated by the Issuer.

2.5 Meeting Provisions

Meetings of Holders shall be convened and held in accordance with the provisions of these Meetings Provisions or such supplemental rules or procedures for meetings, and/or variations to the rules and procedures applying to such meeting set out in these Meetings Provisions, as the Issuer may determine from time to time.

3 NOTICE OF MEETINGS

3.1 Persons to be notified

Notice of every meeting shall be given in the manner provided in Condition 24 of the Terms and Conditions to:



- (a) every Holder entered in the Register as at the close of business five Business Days prior to the date of despatch of the notice;
- (b) every personal representative or assignee in bankruptcy of any such Holder who, to the actual knowledge of the Issuer or the Registrar, is deceased or insolvent as the case may be;
- (c) the Registrar; and
- (d) if the relevant Notes are listed, by the Issuer to any stock exchange on which those Notes are listed.

3.2 Time for notification

Subject to clauses 3.4 and 4.5 of this Schedule, at least 15 days' notice of every meeting will be given. The notice will be exclusive of the day on which it is served or deemed to be served and of the day for which it is given.

3.3 Contents of notice

The notice will specify the place and Appointed Time of the meeting and the general nature of the business to be transacted. It will not be necessary to specify in the notice the terms of the resolutions to be proposed, except in the case of a resolution proposed to be passed as an Extraordinary Resolution in which case the text of the proposed resolution must be set out.

3.4 Short or informal notice

Notwithstanding any other provision of this clause 3, a meeting may be called by shorter notice than that specified in clause 3.2, or without any formal notice, and without compliance with clause 3.3, and shall be deemed to have been duly called if it is so agreed before, at or after that meeting by not less than 75% of the Holders having the right to attend and vote at that meeting.

3.5 Accidental omission

The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice will not invalidate the proceedings at any meeting.

4 QUORUM

4.1 Quorum required

No business will be transacted at any meeting (other than the choosing of a chairperson) unless the requisite quorum is present at the commencement of business.

4.2 Quorum for Extraordinary Resolution

Subject to clause 4.4 of this Schedule, the quorum for passing an Extraordinary Resolution will be two or more Holders (present in person or by Representative) holding or representing (in aggregate) at least a majority in principal amount of the Notes then outstanding. If there is only one Holder of the Notes, that Holder (present in person or by Representative) will constitute the quorum for passing an Extraordinary Resolution.

**4.3 Quorum for other business**

Subject to clause 4.4 of this Schedule, the quorum for the transaction of any business other than the passing of an Extraordinary Resolution will be the Holders present in person or by Representative holding or representing (in aggregate) at least 10% in principal amount of the Notes then outstanding.

4.4 Quorum not present

If, within 15 minutes (or any longer time not exceeding 30 minutes as the chairperson of the meeting may decide) after the Appointed Time, a quorum is not present the meeting, if convened at the request of Holders, will be dissolved. In any other case it will be adjourned to a day and time (not being less than 7 days later but no more than 42 days later) and to a place as may be appointed by the chairperson of the meeting. At such adjourned meeting all the Holders present in person or by Representative will be a quorum for the transaction of business including the passing of Extraordinary Resolutions.

4.5 Notice of adjourned meeting

Notwithstanding clause 3.1 of this Schedule, notice of any such adjourned meeting of Holders at which an Extraordinary Resolution is to be submitted shall be given to the same persons as those who were given notice of the original meeting and otherwise will be given in the same manner as for an original meeting (except that only three days' notice will be required) and such notice will state that the Holders present in person or by Representative at the adjourned meeting will form a quorum whatever the principal amount of Notes held by them.

5 CHAIRPERSON

A person nominated by the Issuer shall preside at every meeting of Holders. If no such person is nominated or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting, the Holders or Representatives present shall appoint a person to be chairperson of the meeting. A chairperson need not be a Holder. The chairperson of an adjourned meeting need not be the same person as was chairperson of the original meeting.

6 RIGHT TO ATTEND AND SPEAK

Any:

- (a) director, officer or solicitor, auditor or accountant of the Issuer;
- (b) person appropriately authorised by the Issuer;
- (c) Holder;
- (d) Registrar; or
- (e) financial or legal adviser of the above parties respectively,

may attend any meeting and all such persons will have the right to speak at the meeting.



7 ADJOURNMENT

7.1 Chairperson may adjourn

The chairperson of the meeting may, with the consent of the meeting at which a quorum is present, and will, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

7.2 Business at adjourned meeting

No business will be transacted at any adjourned meeting except business which might have been lawfully transacted at the meeting from which the adjournment took place.

8 ONLY PERSONS ON REGISTER RECOGNISED BY THE ISSUER

The persons named as Holders in the Register at the Proxy Closing Time will be recognised and treated as the legal owners of the Notes whether those persons are or are not in fact the beneficial owners of those Notes.

9 AUTHORITY TO VOTE

9.1 Voting

An individual Holder may vote personally or by his Representative and a Holder which is a corporation may vote by its Representative. A Holder may appoint more than one Representative, each such Representative being authorised to act on behalf of the Holder in respect of a specified principal amount of Notes then outstanding.

9.2 Entitlement

The persons named in the Register as Holders at the Proxy Closing Time, or the Representative(s) or the personal representatives or assignees in bankruptcy of any such Holder will be exclusively entitled to vote in person or by Representative in respect of the Notes recorded as owned by them.

10 PROXIES

10.1 In writing

The instrument appointing a proxy must be in writing signed by the appointer or his attorney or, if the appointer is a corporation, either by an authorised person or attorney or by any director, general manager, investment manager or other person who appears to have authority to appoint a proxy on behalf of the corporation.

10.2 Proxy need not be Holder

A person appointed to act as a proxy need not be a Holder. A holder of a proxy will have the right to speak at the meeting.

10.3 Deposit of proxy

The instrument appointing a proxy, and, if applicable, the power of attorney or other authority under which it is signed or a copy of such power or authority certified by a solicitor or in any other manner approved by the Issuer, must be deposited at the place appointed by the Issuer in the notice convening the meeting (or, if no such place is appointed, then at the registered office of the Issuer) not later than the



Proxy Closing Time. An instrument of proxy which is not so deposited will not be treated as valid unless the Issuer, in its absolute discretion, elects to accept any instrument of proxy notwithstanding that that instrument, or any power of attorney or other authority, is received or produced at a place other than that specified above or out of time.

10.4 Form of proxy

An instrument of proxy may be in any usual or common form or in any other form determined by the Issuer and may make provision for directions to be given by the grantor to vote in favour of or against any proposed resolution.

10.5 Proxy valid for meeting

An instrument of proxy, whether in a usual or common form or not, will, unless the contrary is stated thereon, not need to be witnessed and will be valid for the meeting to which it relates and for any adjournment of that meeting.

Notwithstanding any provisions contained in an instrument of proxy, no instrument of proxy will be valid after the expiration of 12 months from the date of its execution notwithstanding any provision to the contrary in the instrument, but this provision will not be construed to apply to the appointment of an attorney or Representative otherwise than by an instrument of proxy.

10.6 Proxy in favour of chairperson

An instrument of proxy in favour of:

- (a) the chairperson of the Issuer;
- (b) the chairperson; or
- (c) the chairperson of the meeting,

(however expressed) will be valid and effectual as though it were in favour of a named person and will, in the case of paragraph (a) above, constitute the person holding the office of the chairperson or chief executive officer of the Issuer or, in the case of paragraph (c) above, the person who chairs the meeting for which the proxy is used (whether on adjournment or not), the lawful proxy of the appointer. If the Holder gives the proxy discretion in any such instrument of proxy or does not make an election in respect of a resolution, the Holder will be deemed to be directing the proxy to vote in favour of the relevant resolution(s).

11 HOLDER MAY APPOINT ATTORNEY

Except where a Holder is the Issuer or any of the Issuer's subsidiaries, any Holder may by power of attorney appoint an attorney (who need not be a Holder) to vote and act on his behalf at any meeting. An attorney will be entitled to produce evidence of his appointment at any time before the Appointed Time. An attorney who is so empowered may exercise the Holder's right to appoint a proxy.



12 CORPORATE REPRESENTATIVES

12.1 Authority

A Representative of a Holder which is a corporation or a corporation sole will, until his authority is revoked, be entitled to exercise the same powers on behalf of the corporation as that corporation could exercise if it were an individual Holder and will be entitled to produce evidence of his authority to act at any time before the Appointed Time of, or at, the meeting or adjourned meeting or for the taking of a poll at which the Representative proposes to vote.

12.2 Right to act

A Representative will have the right to demand or join in demanding a poll and will (except and to the extent to which the Representative is specially directed to vote for or against any proposal) have power generally to act at the meeting for the Holder concerned.

13 VOTING PROCEDURE AND POLLS

13.1 Show of hands

- (a) A resolution put to the vote of a meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands) by:
- (i) the chairperson of the meeting;
 - (ii) the Issuer or any representative of the Issuer; or
 - (iii) one or more Holders holding or representing not less than 5% in aggregate principal amount of the Notes then outstanding.
- (b) A declaration by the chairperson of the meeting that a resolution has been carried by the requisite majority or lost will be conclusive evidence of that fact unless a poll is demanded.

13.2 Number of votes

- (a) On a show of hands each person present at the meeting and entitled to vote (whether personally or as a Representative) will have one vote only. On a poll every Holder who is present in person or by a Representative will have one vote for every \$1 of principal amount of the Notes then outstanding of which that person is the Holder as at the date of the meeting.
- (b) On a poll votes may be given either personally or by Representative and a person entitled to more than one vote need not use all their votes or cast all the votes they use in the same way.
- (c) Neither the Issuer nor any of the Issuer's subsidiaries shall be entitled to vote in relation to any Notes held by them.

**13.3 Poll**

If a poll is demanded it will be taken in the manner directed by the chairperson of the meeting and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.

13.4 Chairperson has no casting vote

The chairperson of any meeting will not have a casting vote in addition to the votes (if any) to which the chairperson may be entitled as a Holder or on behalf of Holders.

13.5 Election of chairperson

A poll demanded on the election of a chairperson of the meeting or on a question of adjournment will be taken immediately. A poll demanded on any other question will be taken either immediately or at a time within 30 days from the date of the meeting and in a place appointed by the chairperson. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded. No notice need be given of a poll not taken immediately.

13.6 No disturbance

The demand for a poll will not prevent the continuance of a meeting for the transaction of business other than the question in relation to which the poll has been demanded.

13.7 Joint Holders

In the case of joint Holders the vote of the most senior who tenders a vote whether in person or by Representative will be accepted to the exclusion of the vote of the other joint Holders and for this purpose seniority will be determined by the order in which the names stand in the Register in respect of the joint holding.

13.8 Disqualification

A vote given in accordance with the terms of an instrument of proxy or power of attorney or other authority will be valid notwithstanding the previous death, insanity or (in the case of a corporation) liquidation of the principal or revocation of the proxy or power of attorney or authority or the transfer of the Notes in respect of which the vote is given, provided that no written notice of such death, insanity, liquidation, revocation or transfer is received by the Issuer at its registered office before the commencement of the meeting or adjourned meeting at which the proxy, attorney or authority is used. Neither the Issuer nor any of its subsidiaries shall be entitled to vote in respect of any Notes held by them.

14 EXTRAORDINARY RESOLUTIONS**14.1 Powers**

A meeting of Holders will, in addition to all other powers which by this deed are specified as exercisable by Extraordinary Resolution, have the following powers exercisable by Extraordinary Resolution namely power to:

- (a) sanction either unconditionally or upon any conditions the release of the Issuer from the payment of all or any part of the moneys payable pursuant to the Conditions or the Notes;



- (b) sanction any request from the Issuer for the exchange of the Notes for, or the conversion of the Notes into, shares, stock, debentures, debenture stock or other obligations or securities of the Issuer or any other company formed or to be formed;
- (c) postpone or, with the concurrence of the Issuer, to accelerate the day when the principal amount of any Notes becomes payable and to suspend or postpone for a time the payment of the principal amount or interest on any Notes;
- (d) sanction any alteration, release, modification, waiver, variation, or compromise or any arrangement relating to the rights of the Holders against the Issuer or its assets however those rights arise;
- (e) assent to any amendment to the Conditions applicable to any Series or the Note Deed Poll (and any deed, document or instrument in connection with the foregoing) proposed or agreed to by the Issuer and to authorise the Issuer to execute any supplemental deed or other document or instrument embodying any such amendment;
- (f) give any sanction, assent, release or waiver of any breach or default by the Issuer under any of the provisions of the Conditions or the Note Deed Poll (and any deed, document or instrument in connection with the foregoing);
- (g) sanction any scheme for the reconstruction of the Issuer or for the amalgamation of the Issuer with any other corporation where such sanction is necessary; and
- (h) authorise or direct the Issuer to execute any supplemental deed or other document or instrument embodying such sanction, authority or approval, assent, release, waiver, direction or request.

14.2 **Binding on Holders**

An Extraordinary Resolution passed by Holders in accordance with these Meetings Provisions will be binding upon all the Holders whether or not they were present or entitled to be present at the relevant meeting, or signed the relevant resolution pursuant to clause 16 of this Schedule, as the case may be, and all Holders will be bound to give effect to that resolution. The passing of any such resolution will, as between the Issuer and the Holders, be conclusive evidence that the circumstances justify the passing thereof. Notwithstanding the foregoing:

- (a) a resolution which affects a particular Holder only, rather than the rights of all Holders generally, or of a particular Class of Holders generally, will not be binding on such Holder unless such Holder agrees to be bound by the terms of such resolution;
- (b) a resolution which affects one Class only of Notes is deemed to have been duly passed if passed at a properly convened and held meeting of the Holders of that Class or pursuant to clause 16 of this Schedule;



- (c) a resolution which affects more than one Class of Notes, but does not give rise to a conflict of interest between the Holders of any of the Classes so affected, is deemed to have been duly passed if passed at a single properly convened and held meeting of the Holders of all Classes so affected or pursuant to clause 16 of this Schedule; and
- (d) a resolution which affects more than one Class of Notes and gives or may give rise to a conflict of interest between the Holders of any of the Classes so affected is deemed to have been duly passed if passed at separate properly convened and held meetings of the Holders of each Class so affected or pursuant to clause 16 of this Schedule.

14.3 **Reliance on advice**

The Issuer may rely on, and the Holders and the Registrar for the relevant Class shall be bound by, a legal opinion from a leading law firm in New Zealand to the effect that a resolution affects one Class only or, if it affects more than one Class of Notes, does not give rise to a conflict of interest, for the purposes of determining the meeting or meetings which need to be held for the purposes of clause 14.2 of this Schedule.

15 **MINUTES TO BE KEPT**

Minutes of all resolutions and proceedings at every meeting will be made by the Issuer or, if the Issuer is not present at the meeting, by a person appointed by the chairperson of the meeting. Minutes must be entered in books from time to time provided for that purpose by the Issuer. Any such minutes, if signed or apparently signed by the chairperson of the meeting at which a resolution was passed or proceedings had or by the chairperson of the next meeting of Holders, will be prima facie evidence of the matters recorded in those minutes. Until the contrary is proved every meeting in respect of which minutes have been made will be deemed to have been properly held and convened and all resolutions passed or proceedings had at that meeting to have been properly passed and had.

16 **RESOLUTIONS IN WRITING**

16.1 **Extraordinary Resolution**

Anything that may be done by Holders by a resolution or Extraordinary Resolution passed at a meeting of Holders may be done by a resolution in writing signed by not less than 75% of the Holders having the right to vote on that resolution, holding in aggregate Notes conferring the right to cast not less than 75% of the votes which could be cast on that resolution.

16.2 **Counterparts**

Any such resolution may consist of several documents in similar form, each signed by one or more Holders. The resolution is passed when the last Holder signs the counterpart resolution (as evidenced by the appearance of the signature itself).



16.3 Accidental omission

The accidental omission to give a copy of the resolution to, or the non-receipt of the resolution by, any Holder will not invalidate a resolution in writing made in accordance with clause 16.1 of this Schedule.

16.4 Execution

Any such resolution may be signed by a Holder, or an agent or attorney of the Holder duly authorised in writing, or if the Holder is a company, by a director, or by an attorney so authorised by the company.