

Deed Poll Relating to Tier 2 Notes

MADE BY

Westpac New Zealand Limited

WNZL

DEED POLL dated 30 August 2022

MADE BY

Westpac New Zealand Limited
("WNZL")

INTRODUCTION

- A. WNZL proposes to issue Notes to Holders on the terms set out in the Conditions.
- B. The Notes will be constituted by and owing under this deed and will be issued in registered form by entry in the Register.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Terms defined in the Conditions:** Words and expressions which are defined in the terms and conditions of the Notes set out in schedule 1 to this deed ("**Conditions**") shall, unless the context otherwise requires or unless otherwise defined herein, have the same meanings when used in this deed.
- 1.2 **Interpretation:** Condition 13.1 applies to this deed as if it was fully set out in this deed and as if a reference to the Conditions were a reference to this deed. The introduction to this deed is inserted for convenience only and shall be ignored in construing this deed.

2. NOTES

- 2.1 **Creation of Notes:** The obligations of WNZL in respect of the Notes are constituted by, and owing under, this deed.
- 2.2 **Undertaking to pay:** WNZL unconditionally and irrevocably undertakes to each Holder:
 - (a) to pay, in respect of each Note held by it, the Face Value, interest and any other amounts payable in accordance with the Conditions; and
 - (b) to observe its obligations under, and to comply with the Conditions in respect of, that Note.

3. RIGHTS AND OBLIGATIONS OF HOLDERS

- 3.1 **Benefit and entitlement:** This deed is executed as a deed poll. For the purposes of part 2, subpart 1 of the Contract and Commercial Law Act 2017, 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.

- 3.2 **Rights independent:** Each Holder may enforce its rights under this deed independently from each other Holder and any other person.
- 3.3 **Holders bound:**
- (a) Each Holder, and any person claiming through or under a Holder, is bound by this deed.
 - (b) Notes are issued on the condition that each Holder (and any person claiming through or under a Holder) is taken to have notice of, and is bound by, this deed (including the Conditions).
- 3.4 **Meeting Provisions:** The Meeting Provisions relating to a meeting of Holders are set out in schedule 2 to this deed.

4. AMENDMENTS

- 4.1 Condition 10 applies to this deed as if it was fully set out in this deed and as if a reference to the Conditions were a reference to this deed.

5. GOVERNING LAW AND JURISDICTION

- 5.1 **New Zealand law:** This deed and the Notes shall be governed by and construed in all respects in accordance with the laws of New Zealand.
- 5.2 **Submission to jurisdiction:** WNZL agrees, and each Holder is taken to have agreed, that any legal action or proceeding arising out of or in connection with this deed ("**Proceedings**") may be brought in the courts of New Zealand and irrevocably submits to the non-exclusive jurisdiction of such courts.
- 5.3 **Non-exclusive jurisdiction:** Nothing contained in clause 5.2 shall limit the right of WNZL or any Holder to take Proceedings against another in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions, preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 5.4 **Waiver of objection:** WNZL irrevocably waives, and each Holder is taken to have irrevocably waived, any objection which it may have now or hereafter to such courts being nominated as the forum to hear and determine any Proceedings, and to settle any disputes, which may arise out of or in connection with this agreement and any claim that any such court is not a convenient or appropriate forum.

SIGNED AS A DEED

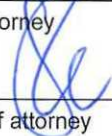
SIGNED by WESTPAC NEW ZEALAND
LIMITED by its attorneys in the presence of:



Signature of attorney

EMMA VICTORIA BARNETT

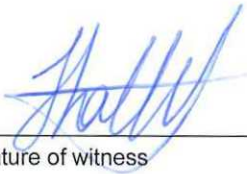
Name of attorney



Signature of attorney

Stefania Esposito

Name of attorney



Signature of witness

Jasper James Holt
Name of witness **Legal Counsel**
Westpac New Zealand Limited
AUCKLAND

Occupation

City/town of residence

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, EMMA VICTORIA BARNETT, 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

On this 30th day of August 2022



Emma Victoria Barnett

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, STEFANIA MARIA ESPOSITO, 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

On this 30th day of August 2022



Stefania Maria Esposito

SCHEDULE 1

Conditions of the Notes

Conditions of Tier 2 Notes

1 Constitution

1.1 Deed Poll, Register and Face Value

The Notes:

- (a) are fully paid, redeemable, subordinated, unsecured and registered debt obligations of WNZL;
- (b) rank equally among themselves and are subordinated to the claims of Senior Creditors of WNZL;
- (c) are constituted by, owing under, and subject to the Deed Poll;
- (d) take the form of entries in the Register; and
- (e) are denominated in NZ-dollars and issued with a Face Value of NZ\$1 per Note.

1.2 No certificates

No certificate or other evidence of title will be issued by or on behalf of WNZL to evidence title to Notes unless WNZL determines that certificates should be made available or it is required to do so pursuant to any applicable law.

1.3 No other rights

The Notes confer no rights on a Holder:

- (a) to vote at, or receive notices of, any meeting of shareholders or members of WNZL;
- (b) to subscribe for new securities or to participate in any bonus issues of securities of WNZL; or
- (c) to otherwise participate in the profits or property of WNZL.

1.4 Quotation

WNZL must use all reasonable endeavours to procure that the Notes will be quoted on the NZX Debt Market.

1.5 Independent Obligations

Each entry in the Register constitutes a separate and individual acknowledgement to the relevant Holder of the obligations of WNZL to the relevant Holder under these Conditions. The Holder to whom those obligations are owed is entitled to enforce them without having to join any other Holder or any predecessor in title of a Holder.

2 Title and transfer

2.1 Title

Title to Notes is acquired and passes when details of the acquisition or transfer are registered in the Register.

2.2 Register

Entries in the Register constitute conclusive evidence that the person so entered is the Holder of the relevant Notes, subject to:

- (i) rectification for fraud or manifest or proven error; and
- (ii) the other provisions of these Conditions and applicable law.

2.3 Non-recognition of Interests

- (a) Except as required by law or directive and as provided in these Conditions, WNZL and the Registry must treat the person whose name is entered in the Register as the Holder of a Note as the absolute owner of the Note.
- (b) No notice of any trust, encumbrance or other interest in, or claim to, any Note will be entered in the Register. Neither WNZL nor the Registry need take notice of any trust, encumbrance or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by law or directive, and no trust, encumbrance or other interest in, or claim to, any Note will in any way affect any provision of these Conditions.
- (c) This Condition 2.3 applies whether or not a payment has been made when scheduled on a Note and despite any notice of ownership, trust or interest in the Note.

2.4 Joint Holders

Where two or more persons are entered in the Register as the joint Holders of a Note, they are taken to hold the Note as joint tenants with rights of survivorship, but the Registry is not bound to register more than three persons as joint Holders of a Note.

2.5 Dealings in whole

At all times, the Notes may be held or transferred only in whole Notes.

2.6 Transfer

- (a) Subject to these Conditions, a Holder may transfer a Note:
 - (i) in accordance with the rules of any system declared to be a designated settlement system (**Settlement System**) under section 156N of the BPS Act; or
 - (ii) by any proper or sufficient instrument of transfer of marketable securities under applicable law, which must be delivered to the Registry with any evidence the Registry or WNZL reasonably requires to prove title to or the right to transfer Notes.

- (b) No transfer of any part of a Holder's holding may be effected if such transfer would result in the transferor or the transferee holding or continuing to hold a Non-marketable Parcel of Notes.
- (c) The Registry must register a transfer of a Note to or by a person who is entitled to make or receive the transfer as a consequence of:
 - (i) death, bankruptcy, liquidation or winding-up of a Holder; or
 - (ii) a vesting order by a court or other body with power to make the order,on receiving the evidence that the Registry or WNZL requires.

2.7 Settlement System

While the Notes remain quoted on the NZX Debt Market:

- (a) the rights and obligations of a person holding Notes; and
- (b) all dealings (including transfers) in relation to the Notes,

will be subject to and governed by the Settlement System operated by NZX.

2.8 Selling Restrictions

The LDD only constitutes an offer of Notes to investors in New Zealand. WNZL has not taken and will not take any action that would permit a public or regulated 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).

2.9 Agreements of Holders as to Selling Restrictions

By its purchase of Notes, each Holder irrevocably acknowledges and agrees:

- (a) that Notes may only be offered for sale or sold in accordance with the Selling Restrictions; and
- (b) to indemnify WNZL, the Registry, each Manager and their respective directors, officers, employees and agents in respect of any loss, cost, liability or expense sustained or incurred by WNZL, the Registry, the Manager or their respective directors, officers, employees or agents as a result of the breach by the Holder of the Selling Restrictions.

3 Status and subordination

3.1 No guarantee

The Notes are not guaranteed or insured by the New Zealand Government or under any compensation scheme of the New Zealand Government, or by any other government or under any other compensation scheme, or by any government agency or any other party.

3.2 Status

- (a) Holders do not have any right to prove in a liquidation of WNZL in respect of Notes, except as permitted under Condition 3.4(b).

- (b) The Notes constitute direct and unsecured subordinated obligations of WNZL and will rank for payment in a liquidation of WNZL as set out in Condition 3.4(b).

3.3 Solvency condition

Prior to the Maturity Date or the liquidation of WNZL:

- (a) the obligations of WNZL to make payments of principal or interest in respect of a Note shall be conditional upon WNZL being Solvent at the time the payment falls due; and
- (b) no payment of principal or interest shall be made in respect of a Note, except to the extent that WNZL may make such payment and still be Solvent immediately after so doing.

Any amount not paid as a consequence of this Condition 3.3: (x) accumulates and remains a debt owing to the Holder by WNZL until it is paid and shall be payable on the first date on which paragraphs (a) and (b) of this Condition 3.3 would allow payment of that amount (whether or not such date is otherwise an Interest Payment Date); and (y) shall not constitute an Event of Default.

3.4 Liquidation and ranking

In a liquidation of WNZL the rights and claims of Holders against WNZL to recover any principal or interest in respect of the Notes:

- (a) shall be subordinate to, and rank junior in right of payment to, the obligations of WNZL to Senior Creditors and all such obligations to Senior Creditors shall be entitled to be paid in full before any payment shall be paid on account of any sums payable in respect of the Notes;
- (b) shall rank equally with the obligations of WNZL to the holders of other Notes and Equal Ranking Instruments; and
- (c) shall rank prior to, and senior in right of payment to, the obligations of WNZL to the holders of ordinary shares and other Junior Ranking Instruments.

Until Senior Creditors have been paid in full, Holders must not claim in the liquidation of WNZL in competition with Senior Creditors so as to diminish any payment which, but for that claim, Senior Creditors would have been entitled to receive.

In a liquidation of WNZL, Holders shall only be entitled to prove for any sums payable in respect of their Notes as a debt which is subject to prior payment in full of Senior Creditors. Holders waive, to the fullest extent permitted by law, any right to prove in any such liquidation of WNZL as a creditor ranking for payment in any other manner.

3.5 No set-off

Neither WNZL nor any Holder is entitled to set-off any amounts due in respect of Notes against any amount of any nature owed by WNZL to the Holder or by the Holder to WNZL (as applicable).

3.6 Clawback

Each Holder irrevocably acknowledges and agrees that it must pay or deliver to the liquidator any payment or asset, whether voluntary or in any other circumstances, received by the Holder from or on account of WNZL (including by

way of credit, set-off or otherwise) or from any liquidator (or any provisional or other liquidator, receiver, manager or statutory manager of WNZL) in breach of either this Condition 3 or Condition 6.

3.7 Other provisions

Each Holder:

- (a) must not exercise its voting rights as an unsecured creditor in a liquidation of WNZL to defeat the subordination in this Condition 3; and
- (b) irrevocably acknowledges and agrees that the subordination effected by this Condition 3 is not affected by any act or omission of WNZL or a Senior Creditor which might otherwise affect it at law or in equity.

No consent of any Senior Creditor shall be required to any amendment of this Condition 3 in relation to any outstanding Notes.

3.8 Companies Act

By purchasing a Note, the Holder will be deemed to agree that:

- (a) in accordance with section 313(3) of the Companies Act, it is accepting a lower priority in respect of the debt represented by such Note than that which it would otherwise have under section 313; and
- (b) nothing in sections 310 or 313 of the Companies Act will prevent these Conditions from having effect according to their terms.

3.9 No security

The Notes are not secured.

4 Interest

4.1 Accrual of interest

Interest accrues on the Face Value of a Note from (but excluding) the date on which it is issued to (and including) the Redemption Date at the applicable Interest Rate.

4.2 Interest Payment Dates

Subject to Condition 3.3, interest in respect of a Note is payable quarterly in arrear on each Interest Payment Date.

4.3 Interest Rate determination:

- (a) The rate (expressed as a percentage per annum) to be used for calculating interest in accordance with Condition 4.4(a) for each Interest Payment Date during the Fixed Rate Period, is the rate calculated according to the following formula:

$$\text{Interest Rate} = (\text{Swap Rate} + \text{Issue Margin})$$

- (b) The rate (expressed as a percentage per annum) to be used for calculating interest in accordance with Condition 4.4(b) for each Interest Payment Date during the Floating Rate Period, is the rate calculated according to the following formula:

Interest Rate = (Base Rate + Issue Margin),

provided that, if the rate determined in accordance with this Condition 4.3(b) is less than 0% per annum, the Interest Rate will be deemed to be 0% per annum.

(c) In these Conditions:

3 Month Bank Bill Rate means, in respect of interest payable on an Interest Payment Date:

- (i) the FRA rate administered by the New Zealand Financial Benchmark Facility (**NZFBF**) (or any person that takes over the administration of that rate) for bank bills having a term of, or of about, 3 months as displayed at or about 10.45am or such later time as WNZL may determine on the Base Rate Determination Date on Bloomberg BKBM page 'GDCO 2805' (or any successor page); or
- (ii) if that rate is not displayed by 10.45am (New Zealand time) or such later time as WNZL may determine on that date (other than on account of a BKBM Disruption Event), the equivalent rate provided by the NZFBF (or any person that takes over the administration of that rate) at or around that time on that date,

in each case expressed as a percentage per annum and rounded, if necessary, to the nearest 4 decimal places with 0.00005% being rounded up.

Alternative Reference Rate means, in respect of interest payable on Interest Payment Date, the rate determined by WNZL at or about 10.45am or such other time as is customary for determining the rate on the Base Rate Determination Date as a rate that is generally accepted in the market for bank securities denominated in NZ dollars with an interest period of, or of about, 3 months, or if WNZL is not able, after making reasonable efforts, to ascertain such rate, or there is no such rate:

- (i) a reference rate that is, in WNZL's opinion, appropriate to bank securities denominated in NZ dollars with an interest period of, or of about, 3 months; or
- (ii) such other reference rate as WNZL considers appropriate having regard to available comparable indices,

in each case expressed as a percentage per annum and rounded, if necessary, to the nearest 4 decimal places with 0.00005% being rounded up.

Base Rate means, in respect of interest payable on an Interest Payment Date:

- (i) the 3 Month Bank Bill Rate; or
- (ii) if a BKBM Disruption Event occurs, the Alternative Reference Rate.

Base Rate Determination Date means, in relation to an Interest Payment Date during the Floating Rate Period, the previous Interest Payment Date.

BKBM Disruption Event means a determination by WNZL that the rate referred to in paragraph (i) of the definition of 3 Month Bank Bill Rate has become unavailable.

Issue Margin means the rate (expressed as a percentage per annum) as determined by WNZL in consultation with the Managers through the Bookbuild and announced by WNZL on www.westpac.co.nz/westpac-nz-subordinated-notes/ on or about the Rate Set Date.

Swap Rate means:

- (i) the mid-market rate for an interest rate swap with a term of 5 years commencing on the Issue Date, as determined by WNZL, according to market convention, with reference to Bloomberg page 'ICNZ4' (or any successor page) on the Rate Set Date; or
- (ii) if a rate is unable to be determined in accordance with paragraph (i) above, or if WNZL forms a view, on reasonable grounds, that the rate so determined is not an accurate reflection of market rates, the average of the mean bid and offered swap rates quoted by each of 3 leading banks (or such 1 or more of them as are quoting) selected by WNZL on the Rate Set Date for an interest rate swap with a term of 5 years commencing on the Issue Date,

in each case expressed as a percentage per annum, adjusted for quarterly payments and rounded, if necessary, to the nearest 2 decimal places with 0.005% being rounded up.

- (d) **BKBM Disruption Event:** If a BKBM Disruption Event occurs, WNZL:
 - (i) will use as the Base Rate for the purpose of Condition 4.3 such Alternative Reference Rate as it may determine in accordance with these Conditions;
 - (ii) will make such adjustments to these Conditions as it determines are reasonably necessary to calculate interest in accordance with such Alternative Reference Rate;
 - (iii) in making the determinations under paragraphs (i) and (ii) above:
 - (A) will act in good faith and in a commercially reasonable manner;
 - (B) may consult with such sources of market practice as it considers appropriate;
 - (C) will have regard to the applicable eligibility criteria for Tier 2 Capital; and
 - (D) may otherwise make such determination in its discretion; and
 - (iv) will, at least 5 Business Days prior to the first Base Rate Determination Date for which an Alternative Reference Rate will be used, notify Holders, the Registry and the RBNZ of its decision to use the Alternative Reference Rate.

4.4 Calculation of interest:

- (a) The interest payable on each Note on each Interest Payment Date during the Fixed Rate Period is calculated according to the following formula:

$$\text{Interest payable} = \frac{\text{Interest Rate} \times \text{Face Value}}{4}$$

- (b) The interest payable on each Note on each Interest Payment Date during the Floating Rate Period is calculated in accordance with the following formula:

$$\text{Interest payable} = \frac{\text{Interest Rate} \times \text{Face Value} \times A}{365}$$

where:

A means, in respect of an Interest Payment Date, the number of days from (and including) the preceding Interest Payment Date (or the Issue Date in the case of the first Interest Payment Date) to (but excluding) the Interest Payment Date.

If for any reason interest is required to be paid on a date that is not an Interest Payment Date, the interest payable on each Note on that date shall be calculated in accordance with the formula set out in Condition 4.4(b) as if the date were an Interest Payment Date and regardless of whether the date falls within the Fixed Rate Period or the Floating Rate Period.

4.5 Notification of Interest Rate:

- (a) WNZL must determine the Interest Rate for each Interest Payment Date during the Fixed Rate Period in accordance with Condition 4.3(a) and announce the Interest Rate on www.westpac.co.nz/westpac-nz-subordinated-notes/ and notify the Registry of the Interest Rate on or about the Rate Set Date.
- (b) WNZL must determine the Interest Rate for each Interest Payment Date during the Floating Rate Period in accordance with Condition 4.3(b) and notify Holders and the Registry of the Interest Rate on or about the relevant Base Rate Determination Date.

4.6 Interest continues to accrue

Notwithstanding Conditions 4.1 and 4.2:

- (a) if payment of the Face Value of a Note is not paid in full on the Maturity Date for any reason, interest will continue to accrue (after as well as before any demand or judgment) on the unpaid amount of the Face Value of the Note at the Interest Rate, in the manner provided in this Condition 4, to the date on which payment in full of the Face Value is made; and
- (b) if payment of interest on a Note is not paid in full on an Interest Payment Date for any reason (including because of paragraphs (a) and (b) of Condition 3.3), then the unpaid amount of the interest on the Note will earn interest at the Interest Rate that applies to the Notes, accruing daily, to the date on which payment in full of such amount is made.

4.7 Calculations final

The calculation by WNZL of all rates and amounts payable by it in relation to Notes is, in the absence of manifest or proven error, final and binding on WNZL and each Holder.

5 Redemption

5.1 Scheduled Redemption

A Note must be Redeemed by WNZL on the Maturity Date at its Face Value together with accrued interest unless:

- (a) it has been previously Redeemed; or
- (b) it has been previously purchased by WNZL and cancelled.

5.2 Early Redemption: Tax Event or Regulatory Event

If a Tax Event or Regulatory Event occurs, WNZL may, subject to Conditions 3.3, 5.4 and 5.7, Redeem all (but not some) Notes for their Face Value, together with accrued interest (if any), on a Scheduled Interest Payment Date.

5.3 Early Redemption: option of WNZL

WNZL may, subject to Conditions 3.3, 5.4 and 5.7, Redeem all or some Notes for their Face Value together with accrued interest (if any) on an Optional Redemption Date.

If some Notes are to be Redeemed under this Condition 5.3 they will be specified in the notice and selected:

- (a) in a fair and reasonable manner; and
- (b) in compliance with any applicable law.

5.4 Notice of early Redemption

WNZL must give at least 30 days' (and no more than 120 days') notice to the Holders of any early Redemption of Notes in accordance with this Condition 5. Such notice must be given in accordance with these Conditions.

5.5 Notice irrevocable

Any notice of early Redemption given under this Condition 5 is irrevocable.

5.6 No Holder option for early Redemption

A Holder cannot require WNZL to Redeem a Note prior to the Maturity Date.

5.7 Consent of the RBNZ

WNZL may only redeem Notes under Condition 5.2 or 5.3 if:

- (a) either:
 - (i) prior to, or concurrent with, the Redemption, WNZL replaces the Notes the subject of the Redemption with a paid-up capital instrument:

- (A) of the same, or better, quality and contributing at least the same regulatory capital amount (for the purposes of the RBNZ's capital adequacy requirements applying to WNZL at the time); and
- (B) the terms and conditions of which are sustainable for the income capacity of the WNZL Group; or
- (ii) if WNZL does not intend to replace the Notes the subject of the Redemption, WNZL has demonstrated to the RBNZ's satisfaction that, after the Redemption, the WNZL Group's:
 - (A) capital ratios would be sufficiently above their respective minimums; and
 - (B) prudential capital buffer ratio would be sufficiently above its buffer trigger ratio;
- (b) WNZL has provided any information and supporting documentation required by the RBNZ's prudential regulatory requirements to the RBNZ; and
- (c) the RBNZ has given its prior written approval to the Redemption.

5.8 Agreements of Holders as to Redemption

By its purchase of Notes, each Holder irrevocably acknowledges and agrees that:

- (a) the RBNZ's approval for any optional Redemption of Notes by WNZL in accordance with Condition 5.7 is at the absolute discretion of the RBNZ and the Holder should not expect that the RBNZ's approval will be given for any such Redemption of Notes; and
- (b) the Holder has no right to require a Redemption before the Maturity Date (but without prejudice to the Holder's rights under Condition 6.2(b)).

5.9 Payments on Redemption

Notes will be Redeemed by payment on the Redemption Date of the Face Value and all accrued but unpaid interest to the Holder.

5.10 Effect of Redemption on Holders

On the Redemption Date the only right Holders will have in respect of Notes will be to obtain the Face Value and all accrued but unpaid interest payable in accordance with these Conditions and upon payment of that amount, all other rights conferred, or restrictions imposed, by the Notes will no longer have effect.

6 Events of Default

6.1 Events of Default

An Event of Default occurs in relation to a Note if:

- (a) WNZL fails to pay:
 - (i) any Face Value due in respect of a Note within seven Business Days of its due date; or

- (ii) any interest due in respect of a Note within 14 Business Days of its due date,

(a **Payment Default**) provided that, to the extent that a payment is not made because of paragraphs (a) and (b) of Condition 3.3 or because of Condition 5.7, the amount is not due and payable and a Payment Default cannot occur; or

- (b) on Commencement of Liquidation.

6.2 Consequences of an Event of Default

If an Event of Default occurs and is continuing:

- (a) in the case of a Payment Default, the Holder of any Note may bring proceedings:
 - (i) to recover any amount then due and payable but unpaid on that Note (subject to paragraphs (a) and (b) of Condition 3.3);
 - (ii) to obtain an order for specific performance of any other obligation in respect of that Note; or
 - (iii) for a liquidation of WNZL; or
- (b) in the case of a Commencement of Liquidation, in addition to the rights specified in paragraph (a) above, the Face Value of each Note (together with all interest accrued to the date of payment) will immediately become due and payable and a Holder of any Note may, subject to Condition 3, prove or claim in the liquidation of WNZL for that amount.

No remedy against WNZL (including, without limitation, any right to sue for a sum of damages which has the same economic effect of an acceleration of WNZL's payment obligations), other than as specified in this Condition 6.2, shall be available to Holders for the recovery of amounts owing in respect of Notes or in respect of any breach by WNZL of any obligation, condition or provision binding on it under these Conditions.

6.3 Notification

If an Event of Default occurs and is continuing, WNZL must promptly, after becoming aware of it, notify the Registry and Holders of the occurrence of the Event of Default and specify details of it.

7 Payments

7.1 General

All payments in respect of Notes:

- (a) except as provided in Condition 7.1(b), must be made:
 - (i) in NZ dollars; and
 - (ii) free of any set-off, deduction or counter claim except as required by law;
- (b) are subject to applicable fiscal and other laws and the administrative practices and procedures of fiscal and other authorities;

- (c) will be made in accordance with:
 - (i) the particulars recorded in the Register on the relevant Record Date; and
 - (ii) these Conditions.

7.2 Payment on Business Days

If a payment:

- (a) is due on a Note on a day which is not a Business Day, then the due date for payment will be postponed to the next day that is a Business Day; or
- (b) is to be made to an account on a Business Day on which banks are not open for business in the place the account is located, payment will be made on the next day on which banks are open for business in that place,

and, in either case, no additional interest is payable in respect of that delay in payment.

7.3 Rounding

Unless otherwise specified, all calculations required by these Conditions will be rounded to six decimal places. For the purposes of making any payment in respect of a Holder's aggregate holding of Notes, any fraction of a cent will be disregarded.

7.4 Payments to Holders

Each payment in respect of a Note will be made to the person that is recorded in the Register as the Holder of that Note on the Record Date for that payment.

7.5 Manner of payment to Holders

Payments will be made by WNZL by crediting on the relevant payment date the amount due to a New Zealand dollar bank account maintained in New Zealand with a financial institution (excluding credit card accounts), notified by the Holder to the Registry by close of business on the Record Date in respect of that payment.

7.6 Uncompleted payments

If:

- (a) a Holder has not notified the Registry by close of business on the Record Date of a New Zealand dollar bank account maintained in New Zealand with a financial institution (excluding credit card accounts) to which payments in respect of the Notes may be credited; or
- (b) the transfer of any amount for payment to the credit of the nominated account does not complete for any reason,

the amount of the uncompleted payment will be held as a deposit in a non-interest bearing account maintained by WNZL or the Registry until the first to occur of the following:

- (i) the Holder nominates a suitable New Zealand dollar bank account maintained in New Zealand with a financial institution to which the payment may be credited;
- (ii) claims may no longer be made in respect of that amount, in which case the moneys shall be paid to and be the property of WNZL; or
- (iii) WNZL becomes entitled or obliged to deal with the amount in accordance with the law relating to unclaimed moneys.

No interest is payable in respect of any delay in payment under this Condition 7.6.

7.7 Time limit on claims

Any claim against WNZL for a payment under a Note is void unless made within 4 years from the date on which payment first became due.

7.8 Payment to joint Holders

A payment to any one of joint Holders will discharge WNZL's liability in respect of that payment irrespective of any notice to the contrary that may be provided to WNZL by any such Holder.

7.9 Withholdings

- (a) WNZL (or any person through whom payments are made), in its absolute discretion, may withhold payment to a Holder where it is required to do so under any applicable fiscal or other law or any administrative practice or procedure of any fiscal or other authority (including any law prohibiting dealings with terrorist organisations or money laundering, or any other type of sanction and any withholding or deduction arising under or in connection with FATCA), or where it has reasonable grounds to suspect that the Holder may be subject to any such law, administrative practice or procedure or sanction or involved in acts of terrorism or money laundering, and may deal with such payment and the Holder's Note in accordance with such applicable law, administrative practice or procedure or the requirements of any relevant government or regulatory authority.
- (b) WNZL shall not be liable for any costs or loss suffered by a Holder in exercising its discretion under Condition 7.9(a), even where a Holder later demonstrates that they were not subject to such law, administrative practice or procedure or sanction or involved in acts of terrorism or money laundering.

8 Taxation

8.1 Deductions

- (a) WNZL may deduct from any payment of interest or any other amount payable in accordance with these Conditions the amount of any Taxes. Deductions of Taxes will be made at the maximum rates from time to time applicable unless a Holder provides evidence satisfactory to the Registry that a lesser rate is applicable.
- (b) If any such deduction has been made and the amount of the deduction accounted for by WNZL to the relevant revenue authority and the balance of the interest payable has been paid to the relevant Holder, the

full amount payable to such Holder shall be deemed to have been duly paid and satisfied by WNZL.

- (c) Subject in all respects to Condition 8.1(a), if New Zealand non-resident withholding tax (**NRWT**) is required to be deducted from interest payments (or payments deemed by law to be interest):
- (i) if WNZL is satisfied that the application of the approved issuer levy as defined in section 86F of the Stamp and Cheque Duties Act 1971 (New Zealand) (**AIL**) in relation to payments of interest (or payments deemed by law to be interest) to a Holder would result in NRWT applying at the rate of 0%, WNZL will not deduct NRWT but will instead apply the AIL regime unless the Holder requests the Registry in writing no later than five Business Days before the relevant payment date that NRWT be deducted from such interest (or deemed interest) instead of applying the AIL regime. If WNZL applies the AIL regime WNZL will: (A) apply the zero rate under the AIL regime to the extent WNZL is able to do so; and (B) to the extent WNZL is not able to do so, pay AIL. WNZL will pay any such AIL to the appropriate authority and will deduct the amount paid from any payments of interest (or payments deemed by law to be interest) payable to that Holder in lieu of deducting NRWT at the rate otherwise applicable from that payment;
 - (ii) if WNZL does not apply the AIL regime, or if the application of the AIL regime does not result in NRWT applying at the rate of 0%, WNZL will deduct NRWT at the rate applicable to that payment;
 - (iii) if interest from which NRWT is required to be deducted is derived by two or more persons jointly at least one of which is a New Zealand resident, NRWT will be deducted at the applicable RWT rate.
- (d) Subject in all respects to Condition 8.1(a), New Zealand resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to Holders in respect of which Condition 8.1(c) does not apply unless appropriate evidence of RWT-exempt status is produced to the Registry no later than five Business Days before the Record Date prior to the relevant payment date.
- (e) WNZL shall pay the full amount required to be deducted to the relevant revenue authority within the time allowed for such payment without incurring any penalty under the applicable law and shall, if required by any Holder, deliver to that Holder a copy of any relevant evidence issued by the revenue authority (to the extent issued) without delay after it is received by WNZL.
- (f) A Holder must notify the Registry of: (i) its country of residence for tax purposes; (ii) if the Holder is not a New Zealand tax resident, whether the Holder holds the Notes for the purposes of a business they carry on in New Zealand through a fixed establishment in New Zealand (as the expressions business and fixed establishment are defined in the Tax Legislation), and (iii) any other information requested by the Registry in order to determine the payment or withholding obligations of WNZL. Where two or more persons are entered in the Register as the joint Holders of a Note, this clause shall separately apply to each Holder. A Holder must notify the Registry prior to any Interest Payment Date of any change in circumstances from those previously notified that could affect the payment or withholding obligations of WNZL. A Holder must also

provide any other information reasonably requested by WNZL to allow WNZL to comply with its reporting and record keeping obligations for Tax purposes.

- (g) By accepting payment of any interest payment or any other amount payable in accordance with the Conditions, the Holder indemnifies WNZL for all purposes in respect of any liability WNZL may incur for not deducting any amount from such payment on account of New Zealand non-resident withholding tax or New Zealand resident withholding tax.
- (h) If, in relation to any Note, WNZL becomes liable to make any payment of or on account of tax payable by the Holder, WNZL is indemnified by the Holder in relation to such liability. Any moneys paid by WNZL in relation to any such liability may be recovered from the Holder as a debt due to WNZL and may be withheld from further payments to that Holder. Nothing in this clause prejudices or affects any other right or remedy of WNZL.

8.2 FATCA

Notwithstanding Condition 8.1, if WNZL or any other person is required to withhold amounts under or in connection with FATCA from any payments made with respect to Notes, Holders and beneficial owners of Notes will not be entitled to receive any gross up or other amount to compensate them for such withholding.

9 General

9.1 Agreements of Holders as to information disclosure

By its purchase of Notes, each Holder irrevocably acknowledges and agrees that WNZL may collect, use or disclose any information about the Holder in accordance with the WNZL Privacy Policy (as such policy may be amended or substituted from time to time). As at the date of the Deed Poll, WNZL's Privacy Policy is available at www.westpac.co.nz/about-us/legal-information-privacy/privacy-policy/.

9.2 Further issues

Each of the following is expressly permitted and authorised by these Conditions and does not affect, or constitute a modification or variation of, the rights or privileges attaching to the Notes then on issue:

- (a) the issue by WNZL or any other member of the WNZL Group of securities of any kind, or the conversion of existing securities into securities of any kind, ranking prior or senior to, equally with, or subordinate or junior to, or having different rights from, the Notes; and
- (b) the redemption, buy-back or return or distribution of capital by WNZL or any other member of the WNZL Group in respect of any share capital of WNZL or the WNZL Group.

9.3 No other rights

- (a) Notes do not confer any claim on WNZL except as set out in these Conditions and are not deposit liabilities of, or protected accounts with, WNZL or any other member of the WNZL Group.

- (b) WNZL is not an authorised deposit-taking institution under the Australian Banking Act. The depositor protection provisions in Division 2 of Part II of the Australian Banking Act do not apply to WNZL. The Notes are not "protected accounts" or "deposit liabilities" within the meaning of the Australian Banking Act and an investment in the Notes is not covered by the Australian Government's Financial Claims Scheme.

9.4 Meetings

Meetings of Holders may be held in accordance with the Meeting Provisions. A meeting may consider any matter affecting the interests of Holders, including any amendment to these Conditions proposed by WNZL in accordance with Condition 10.

9.5 Contract and Commercial Law Act 2017

The provisions of:

- (a) Condition 2.9 are intended to be for the benefit of and enforceable by the Registry, each Manager and their respective directors, officers, employees and agents; and
- (b) Condition 3 are intended to be for the benefit of and enforceable by the Senior Creditors,

pursuant to part 2, subpart 1 of the Contract and Commercial Law Act 2017.

10 Amendments

10.1 Amendment without consent

Subject to complying with all applicable laws and Condition 10.3, WNZL may amend these Conditions or the Deed Poll without the authority, assent or approval of Holders if, in the reasonable opinion of WNZL, the amendment:

- (a) is made to cure an ambiguity or correct a manifest error;
- (b) is of a formal, minor or technical nature;
- (c) is necessary or expedient for the purpose of complying with any law, the provisions of any statute, the requirements of any statutory authority, the NZX Listing Rules or the listing or quotation requirements of any securities exchange on which WNZL may propose to seek a listing or quotation of the Notes;
- (d) is necessary or expedient for the purpose of enabling the Notes to be quoted or to remain quoted on a securities exchange or to be lodged or to remain lodged in a clearing system or to be offered for sale or for subscription under the laws for the time being in force in any place;
- (e) is made in accordance with Condition 4.3(d); or
- (f) will not materially adversely affect the rights of Holders as a whole.

10.2 Amendment with consent

Without limiting Condition 10.1 but subject to Condition 10.3, WNZL may amend these Conditions or the Deed Poll if the amendment has been approved by a Special Resolution.

10.3 RBNZ notification

No amendment to these Conditions or the Deed Poll is permitted unless, at least five Business Days prior to the amendment being made, notification of the amendment has been made to the RBNZ by WNZL, accompanied by any supporting documentation required by the RBNZ's prudential regulatory requirements.

10.4 Meanings

In this Condition 10.4, **amend** includes modify, cancel, alter or add to, and **amendment** has a corresponding meaning.

11 Notices

11.1 Notices to Holders

All notices, certificates, consents, approvals, waivers and other communications in connection with a Note to the Holder must be in writing and may be:

- (a) sent by prepaid post (airmail if appropriate) 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);
- (b) given by an advertisement published in the Dominion Post, the New Zealand Herald or any other newspaper nationally circulated within New Zealand;
- (c) so long as the Notes are quoted on the NZX Debt Market, given by making an announcement on NZX; or
- (d) sent to an email address or other number or address used for the purposes of sending or receiving communications by electronic means, in each case provided by the Holder for the purposes of receiving such notices.

11.2 Non-receipt of notices by Holders

If there are two or more Holders, the non-receipt of any notice by, or the accidental omission to give any notice to, a Holder does not invalidate the giving of that notice.

11.3 Notices to WNZL and the Registry

- (a) Each notice or other communication to be made or delivered under these Conditions by a Holder to WNZL or the Registry shall:
 - (i) be made in writing by email or letter; and
 - (ii) be made or delivered to WNZL or the Registry at the email address or physical address set out in Condition 11.3(b) or 11.3(c) (as the case may be).

- (b) The contact details of WNZL shall be as follows (or such other address as may be notified by WNZL to the Holders):

Address: Westpac on Takutai Square
53 Galway Street
Auckland

Attention: Treasurer

Email: treasurer@westpac.co.nz

- (c) The contact details of the Registry shall be as follows (or such other address as may be notified by the Registry to the Holders):

Address: Level 30, PwC Tower
15 Customs Street West
Auckland 1010

Email: enquiries@linkmarketservices.co.nz

11.4 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.

11.5 Receipt

Unless a later time is specified in it, a notice or other communication will be taken to be received:

- (a) if sent by email or by other electronic means, when actually received in its entirety in legible form, unless that day is not a Business Day, or is after 5.00pm (New Zealand time) on a Business Day, in which case that communication will be regarded as received at 9.00am (New Zealand time) on the next Business Day;
- (b) if sent by post, on the third Business Day after posting if posted to an address in New Zealand and on the seventh Business Day after posting if posted to an address outside of New Zealand;
- (c) if published by an announcement on NZX, when the announcement is made on NZX; and
- (d) if published in a newspaper, on the first date that publication has been made in the chosen newspaper.

12 Governing law and jurisdiction

12.1 Governing law

The Notes and these Conditions shall be governed by and construed in all respects in accordance with the laws of New Zealand.

12.2 Submission to jurisdiction

WNZL agrees, and each Holder is taken to have agreed, that any legal action or proceeding arising out of or in connection with these Conditions (**Proceedings**) may be brought in the courts of New Zealand, and WNZL irrevocably submits,

and each Holder is taken to have irrevocably submitted, to the non-exclusive jurisdiction of such courts.

12.3 Non-exclusive jurisdiction

Nothing contained in Condition 12.2 shall limit the right of WNZL or any Holder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions, preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

12.4 Waiver of objection

WNZL irrevocably waives, and each Holder is taken to have irrevocably waived, any objection which it may have now or hereafter to such courts being nominated as the forum to hear and determine any Proceedings, and to settle any disputes, which may arise out of or in connection with this agreement and any claim that any such court is not a convenient or appropriate forum.

13 Interpretation and definitions

13.1 Interpretation

In these Conditions, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a person includes:
 - (i) a firm, body corporate, an unincorporated association or an authority; and
 - (ii) a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (c) 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;
- (d) another grammatical form of a defined word or expression has a corresponding meaning;
- (e) a time of day is a reference to New Zealand time;
- (f) a reference to a document includes:
 - (i) all schedules or annexes to it, and
 - (ii) the document as novated, altered, supplemented or replaced from time to time;
- (g) a reference to NZ dollars and NZ\$ is a reference to the lawful currency of New Zealand;
- (h) a reference to the Companies Act is a reference to the Companies Act 1993 of New Zealand and any consolidation, amendment, re-enactment or replacement of it;

- (i) a reference to the BPS Act is a reference to the Banking (Prudential Supervision) Act 1989 and any consolidation, amendment, re-enactment or replacement of it;
- (j) any provision which refers to the Prudential Standards, the requirements of the RBNZ or any other prudential regulatory requirements will apply to WNZL only if WNZL is subject to regulation and supervision by the RBNZ at the relevant time;
- (k) any provision which requires the RBNZ to be notified or the RBNZ's consent or non-objection:
 - (i) will apply only if the RBNZ requires that such notification be made or consent or non-objection be given at the relevant time; and
 - (ii) does not imply that the RBNZ has given its consent or non-objection as of the date of issue of any Note;
- (l) a reference to a matter which is described in the Prudential Standards (including, without limitation, "Additional Tier 1 Capital" and "Common Equity Tier 1 Capital") is a reference to that matter as it is updated, varied or replaced and described in the Prudential Standards, from time to time;
- (m) a reference to an event occurring "after" the elapse of a period of time means the relevant period not including the day on which the relevant event which triggered the commencement of the period of time occurred;
- (n) unless otherwise specified in these Conditions, if an event under these Conditions must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day;
- (o) a reference to a term defined by the NZX Listing Rules shall, if that term is replaced in those rules, be taken to be a reference to the replacement term;
- (p) calculations, elections and determinations made by WNZL under these Conditions are binding on Holders and the Registry (as applicable) in the absence of fraud or manifest error;
- (q) so long as the Notes are quoted on the NZX Debt Market in accordance with the Settlement System operated by NZX, the Conditions are to be interpreted in a manner consistent with the NZX Listing Rules;
- (r) where WNZL is required to give or serve a notice by a certain date under these Conditions, WNZL is required to despatch the notice by that date (including at WNZL's discretion, by posting or lodging notices with a mail house) and delivery or receipt (or deemed delivery) is permitted to occur after that date; and
- (s) where a Holder is required to give or deliver a notice to WNZL by a certain date under these Conditions, the notice must be received by WNZL by that date.

13.2 Definitions

In these Conditions, these meanings apply unless the contrary intention appears:

3 Month Bank Bill Rate has the meaning given in Condition 4.3(c).

Administrative Action means any judicial decision, official administrative pronouncement or action, published or private ruling, interpretative decision, regulatory procedure or policy, application or a regulatory procedure or policy.

Alternative Reference Rate has the meaning given in Condition 4.3(c).

Australian Banking Act means the Banking Act 1959 of Australia.

Base Rate has the meaning given in Condition 4.3(c).

Base Rate Determination Date has the meaning given in Condition 4.3(c).

BKBM Disruption Event has the meaning given in Condition 4.3(c).

Bookbuild means the process conducted after the closing of the offer of the Notes whereby certain investors lodge bids for Notes and, on the basis of those bids, WNZL in consultation with the Managers determines the Issue Margin and allocations of the Notes.

Business Day means a day on which commercial banks are open for general business in Auckland and Wellington.

Commencement of Liquidation means the commencement of liquidation of WNZL under:

- (a) section 241(5) or section 317 of the Companies Act; or
- (b) under any other legislation under which WNZL will irrevocably cease to be duly incorporated or to validly exist in New Zealand.

Deed Poll means the deed poll entitled "Deed Poll Relating to Tier 2 Notes" made by WNZL to which these Conditions are attached as Schedule 1.

Equal Ranking Instruments means instruments which satisfy the requirements set out in one of the following paragraphs (a) or (b):

- (a) any instruments, present and future, issued by WNZL which:
 - (i) by their terms are, or are expressed to be, subordinated in a liquidation of WNZL to the claims of Senior Creditors;
 - (ii) qualify as Tier 2 Capital of WNZL as described in the Prudential Standards; and
 - (iii) in a liquidation of WNZL rank, or are expressed to rank, prior to, and senior in right of payment to, instruments which constitute Additional Tier 1 Capital or Common Equity Tier 1 Capital of WNZL as described in the Prudential Standards; or
- (b) any other instruments, present and future, issued by WNZL where the right to repayment ranks, or is expressed to rank, in a liquidation of WNZL equally with the claims of Holders (irrespective of whether or not such instruments qualify as Tier 2 Capital of WNZL as described in the Prudential Standards).

Event of Default has the meaning given in Condition 6.1.

Face Value means the principal amount of a Note as specified in Condition 1.1(e).

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

First Optional Redemption Date means the date that is the 5th anniversary of the Issue Date.

Fixed Rate Period means the period from the Issue Date to (and including) the First Optional Redemption Date.

Floating Rate Period means the period from (but excluding) the First Optional Redemption Date to (and including) the Maturity Date.

Holder means, in respect of a Note, the person whose name is for the time being entered in the Register as the owner of it.

Interest Payment Date means, in respect of each Note:

- (a) each date that is the numerically corresponding date to the Issue Date and which falls at quarterly intervals from the Issue Date until (but excluding) the Redemption Date (each a **Scheduled Interest Payment Date**); and
- (b) the Redemption Date.

If an Interest Payment Date during the Floating Rate Period is not a Business Day, the Interest Payment Date will be the next Business Day unless that day falls in the next calendar month, in which case it will be the preceding Business Day, and, in either case, the amount of interest paid will be adjusted to reflect the actual payment date.

Interest Rate means:

- (a) in respect of an Interest Payment Date during the Fixed Rate Period, the rate determined in accordance with Condition 4.3(a); and
- (b) in respect of an Interest Payment Date during the Floating Rate Period, the rate determined in accordance with Condition 4.3(b).

Issue Date means the date on which the Notes are issued, which is expected to be the date specified as such in the LDD.

Issue Margin has the meaning given in Condition 4.3(c).

Junior Ranking Instruments means instruments which satisfy the requirements set out in one of the following paragraphs (a) or (b):

- (a) any instruments, present and future, issued by WNZL which:
 - (i) by their terms are, or are expressed to be, subordinated in a liquidation of WNZL to the claims of Holders of the Notes and Equal Ranking Instruments; and
 - (ii) qualify as Additional Tier 1 Capital or Common Equity Tier 1 Capital of WNZL as described in the Prudential Standards; or
- (b) any other instruments, present and future, issued by WNZL which by their terms are, or are expressed to be, subordinated in a liquidation of

WNZL to the claims of Holders of the Notes and Equal Ranking Instruments (irrespective of whether or not such instruments qualify as Additional Tier 1 Capital or Common Equity Tier 1 Capital of WNZL as described in the Prudential Standards).

LDD means the limited disclosure document for the offer of the Notes.

Manager means each person named as arranger, joint lead manager or co-manager in the LDD.

Maturity Date means the date that is the 10th anniversary of the Issue Date.

Non-marketable Parcel of Notes means a parcel of Notes registered in the same name or same joint names, the aggregate Face Value of which is less than NZ\$5,000 or is not a multiple of NZ\$1,000.

Note means an unsecured and subordinated debt obligation of WNZL, constituted by the Deed Poll and evidenced in the manner set out in Condition 1.1.

NZX means NZX Limited, and includes any person or authority which may in the future assume and perform the functions of NZX Limited.

NZX Debt Market means the debt market operated from time to time by NZX.

NZX Listing Rules means the listing rules of NZX, as amended, varied or waived (whether in respect of WNZL or generally) from time to time.

Optional Redemption Date means:

- (a) the First Optional Redemption Date; and
- (b) each Scheduled Interest Payment Date after the First Optional Redemption Date.

Payment Default has the meaning given in Condition 6.1(a).

Proceedings has the meaning given in Condition 12.2.

Prudential Standards means the conditions of registration or licence and capital adequacy framework published by the RBNZ and applicable to WNZL from time to time.

Rate Set Date means the date specified as such in the LDD.

RBNZ means the Reserve Bank of New Zealand.

Record Date means, in the case of:

- (a) a payment of interest, the date which is 10 days before the relevant Interest Payment Date; or
- (b) a payment of any other amount, a date determined by WNZL and notified to NZX, the Registry and Holders,

or in either case such other date as may be required by NZX.

If a Record Date is a day which is not a Business Day, then the Record Date will be the immediately preceding Business Day. For the purposes of determining the Record Date for an Interest Payment Date, the Business Day convention in Condition 7.2 shall be disregarded.

Redemption means the redemption of Notes in accordance with these Conditions and **Redeem** and **Redeemed** have corresponding meanings.

Redemption Date means, in respect of a Note, the first to occur of the following:

- (a) an Optional Redemption Date on which the Note is to be Redeemed;
- (b) the Maturity Date; and
- (c) any other date on which the Note is to be Redeemed,

or, if the Note is not Redeemed on that day, the date on which the Note is Redeemed.

Register means the register of Holders established and maintained by, or on behalf of, WNZL in which is entered the names and addresses of Holders, the amount of Notes held by each Holder, details of the transfer of those Notes and any other particulars which WNZL sees fit.

Registry means, initially, Link Market Services Limited and thereafter such other person or persons resident in New Zealand as WNZL may from time to time appoint to maintain the Register.

Regulatory Event means either:

- (a) as a result of:
 - (i) any amendment to, clarification of, or change in, laws or regulations of New Zealand; or
 - (ii) any Administrative Action or any amendment to, clarification of, or change in an Administrative Action,

in each case by any legislative body, court, government authority or regulatory body (irrespective of the manner in which such amendment, clarification, change or Administrative Action is announced) that occurs or will occur after the Issue Date provided it could not reasonably have been anticipated by WNZL as at the Issue Date:

- (A) additional requirements would be imposed on the WNZL Group in relation to the Notes; or
- (B) there would be a negative impact on the eligibility of the Notes as Tier 2 Capital,

which has or would have more than a minor impact on the WNZL Group and which WNZL determines, in its sole discretion, to be unacceptable; or

- (b) WNZL determines that all, some or a proportion of all or some Notes (in more than a de minimis amount) are not, or will not be, treated as Tier 2 Capital, other than as a result of a change of treatment that could reasonably have been anticipated by WNZL as at the Issue Date.

RWT-exempt status means "RWT-exempt status" as defined in section YA 1 of the Income Tax Act 2007.

Scheduled Interest Payment Date has the meaning given in the definition of Interest Payment Date.

Selling Restrictions means the restrictions specified as such in the LDD.

Senior Creditors means all depositors and other creditors (present and future) of WNZL, including all holders of WNZL's debt:

- (a) whose claims are admitted in a liquidation of WNZL; and
- (b) whose claims are not made as holders of indebtedness arising under:
 - (i) an Equal Ranking Instrument;
 - (ii) a Junior Ranking Instrument; or
 - (iii) the Deed Poll.

Settlement System has the meaning given in Condition 2.6.

Solvent means satisfying the solvency test contained in section 4 of the Companies Act.

Special Resolution has the meaning given in the Meeting Provisions.

Swap Rate has the meaning given in Condition 4.3(c).

Tax Event means a determination by WNZL to the effect that:

- (a) there has been a change in New Zealand law, regulation or directive (including by way of the imposition of any New Zealand law, regulation or directive) that applies, or is to apply, after the Issue Date;
- (b) there has been a change in the interpretation or administration of any New Zealand law, regulation or directive by any authority (including the New Zealand Inland Revenue Department) that applies, or is to apply, after the Issue Date; or
- (c) WNZL (or any tax group of which it is part) is or will be required to comply with any change in New Zealand law, regulation or directive or changed interpretation or administration,

that directly or indirectly affects the taxation treatment in relation to the Notes and that would result in more than a minimal increase in WNZL's costs (including the costs to any tax group of which it is part) in respect of the Notes, provided such event is not minor and could not have been anticipated when the Notes were issued.

Tax Legislation means:

- (a) the Income Tax Act 2007 of New Zealand, the Tax Administration Act 1994 of New Zealand or the Stamp and Cheque Duties Act 1971 of New Zealand;
- (b) any other law by which Tax is imposed; and
- (c) any regulation made under such laws.

Taxes means charges, deductions, duties (including stamp duty, financial institutions duty, transaction duty and bank account debit tax), fees, imposts, levies, taxes and withholdings (together with any interest, penalties, fines and expenses in connection with any of them) collected by a government agency and **Tax** has a corresponding meaning.

Tier 2 Capital means the Tier 2 capital of WNZL under the Prudential Standards.

WNZL means Westpac New Zealand Limited (company number 1763882).

WNZL Group has the meaning given to "banking group" in WNZL's conditions of registration (as amended from time to time).

13.3 Headings

Headings are inserted for convenience and do not affect the interpretation of these Conditions.

SCHEDULE 2

MEETING PROVISIONS

1. DEFINITIONS

1.1 In these Meeting Provisions:

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.

Proxy Closing Time means 7 days (or such other shorter period as the Registry 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.

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; or
- (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.

Special Resolution means a resolution passed:

- (a) at a meeting of Holders, properly convened and held in accordance with the provisions of these Meeting Provisions, at which not less than 75% of the votes given on a poll voted in favour of the resolution; or
- (b) in accordance with clause 17 of this schedule.

1.2 **Meeting:** In these Meeting 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:** WNZL shall, whenever required to do so pursuant to the Companies Act, the Financial Markets Conduct Act 2013, the Financial Markets Conduct Regulations 2014, the NZX Listing Rules or any other applicable law, convene a meeting of the Holders.

2.2 **By Holders:** WNZL shall, at the request in writing of Holders holding not less than 5% of the aggregate Face Value of the Notes, 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 WNZL:** WNZL 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 WNZL.
- 2.5 **Meeting Provisions:** Meetings of Holders shall be convened and held in accordance with the provisions of these Meeting 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 Meeting Provisions, as WNZL 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 11 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 WNZL or the Registry, is deceased or insolvent as the case may be; and
 - (c) the Registry.
- 3.2 **Time for notification:** Subject to clause 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 a Special Resolution in which case the text of the proposed resolution must be set out.
- 3.4 **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 Special Resolution:** Subject to clause 4.4 of this schedule, the quorum for passing a Special Resolution will be two or more Holders (present in person or by Representative) holding or representing (in aggregate) at least 25% in Face Value of the Notes.
- 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 a Special Resolution will be the Holders (present in person or by Representative) holding or representing (in aggregate) at least 10% in Face Value of the Notes.

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:

- (a) if convened at the request of Holders, will be dissolved; or
- (b) in any other case, will be adjourned to a day and time (not being less than 7 days later or 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 Special Resolutions.

4.5 **Notice of adjourned meeting:** Notwithstanding clause 3.1 of this schedule, notice of any such adjourned meeting of Holders 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 Face Value of Notes held by them.

4.6 **Means of participation:** To avoid doubt, a Holder participating in a meeting by means of audio, audio and visual, or electronic communication is present at the meeting and part of the quorum if the form of that audio, audio and visual or electronic communication has been approved by the chairperson of the meeting.

5. CHAIRPERSON

A person nominated by WNZL 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 WNZL;
- (b) person appropriately authorised by WNZL;
- (c) Holder;
- (d) Registry; 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 WNZL

The persons named as Holders in the Register will be recognised and treated as the legal owners of the Notes for the purposes of the Meeting Provisions 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 Face Value of Notes.
- 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 WNZL, must be deposited at the place appointed by WNZL in the notice convening the meeting (or, if no such place is appointed, then at the registered office of WNZL) not later than the Proxy Closing Time. An instrument of proxy which is not so deposited will not be treated as valid unless WNZL, 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 WNZL 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:** Unless any provision to the contrary is contained in the instrument, an instrument of proxy, whether in a usual or common form or not, will 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 provision to the contrary contained in the instrument, no instrument of proxy will be valid after the expiration of 12 months from the date of its execution, 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 or chief executive officer of WNZL; or
- (b) 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 WNZL or, in the case of paragraph (b) 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

11.1 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 (other than a Special 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) WNZL or any representative of WNZL; or
 - (iii) one or more Holders holding or representing not less than 5% in aggregate Face Value of the Notes.
- (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 Note of which that person is the Holder.
- (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 WNZL nor any of WNZL's subsidiaries shall be entitled to vote in relation to any Notes held by them and the Face Value of any Notes held by them shall be disregarded for the purposes of determining the thresholds for convening meetings, quorums, demanding polls or passing resolutions under the Meeting Provisions.

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 WNZL at its registered office before the commencement of the meeting or adjourned meeting at which the proxy, attorney or authority is used.

13.9 **Special Resolution:** A Special Resolution put to the vote of a meeting will be decided on a poll.

13.10 **Other resolutions:** Unless it is a Special Resolution, a resolution will be passed at a meeting of the Holders duly convened and held in accordance with the provisions herein contained at which a majority of the persons voting thereat upon a show of hands or if a poll is duly demanded then a majority of the votes given on such a poll voted in favour of the resolution.

14. SPECIAL RESOLUTIONS

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

- (a) sanction either unconditionally or upon any conditions the release of WNZL from the payment of all or any part of the moneys payable pursuant to the Conditions or the Notes;
- (b) sanction any alteration, release, modification, waiver, variation, or compromise or any arrangement relating to the rights of the Holders against WNZL or its assets however those rights arise;
- (c) assent to any amendment to the Conditions or the Deed Poll proposed or agreed to by WNZL and to authorise WNZL to execute any supplemental deed or other document or instrument embodying any such amendment;
- (d) give any sanction, assent, release or waiver of any breach or default by WNZL under any of the provisions of the Conditions or the Deed Poll (and any deed, document or instrument in connection with the foregoing);
- (e) sanction any scheme for the reconstruction of WNZL or for the amalgamation of WNZL with any other corporation where such sanction is necessary; and
- (f) authorise or direct WNZL to execute any supplemental deed or other document or instrument embodying such sanction, authority or approval, assent, release, waiver, direction or request.

However, no amendment, alteration, release, modification, waiver, variation or compromise or any arrangement (whether made by Special Resolution or otherwise) may be made or entered into with respect to the Conditions unless, at least five Business Days prior to the amendment, alteration, release, modification, waiver, variation, compromise or arrangement being made or entered into, notification of the same has been made to the RBNZ, accompanied by any supporting documentation required by the RBNZ's prudential regulatory requirements.

15. RESOLUTIONS BINDING

15.1 **Binding on Holders:** A resolution or Special Resolution passed by Holders in accordance with these Meeting 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 17 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 WNZL and the Holders, be conclusive evidence that the circumstances justify the passing thereof. Notwithstanding the foregoing, a resolution which affects a particular Holder only, rather than the rights of all Holders generally will not be binding on such Holder unless such Holder agrees to be bound by the terms of such resolution.

16. MINUTES TO BE KEPT

Minutes of all resolutions and proceedings at every meeting will be made by WNZL or, if WNZL 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 WNZL. 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.

17. RESOLUTIONS IN WRITING

17.1 **Resolutions in writing:** Anything that may be done by Holders by a resolution or Special Resolution passed at a meeting of Holders may be done by a resolution in writing signed by:

- (a) in relation to a resolution other than a Special Resolution, Holders holding or representing (in aggregate) not less than 50% in Face Value of the Notes; or
- (b) in relation to a Special Resolution, Holders holding or representing (in aggregate) not less than 75% in Face Value of the Notes.

17.2 **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).

17.3 **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 17.1 of this schedule.

17.4 **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.