

C. Dealing Account Operating Authority and Authorised Signatories
Continued.

Authorised Signatories

By completing this authority you confirm the person(s) named in the section C below are Authorised Signatories which means that each such person is authorised on behalf of the Customer to:

1. Request and obtain any or all information relating to the Account(s); and
2. sign any requests, confirmations and notices, or other documents required to affect the entry into, rolling of, variation of, or termination of any financial markets and/or money markets transactions with Westpac, for the Account(s) and Product(s) in this document from the date this authority is entered into.

Full name _____

Email _____

Signature _____ DOB DD / MM / YYYY

Full name _____

Email _____

Signature _____ DOB DD / MM / YYYY

Full name _____

Email _____

Signature _____ DOB DD / MM / YYYY

Full Name _____

Email _____

Signature _____ DOB DD / MM / YYYY

Full name _____

Email _____

Signature _____ DOB DD / MM / YYYY

Full name _____

Email _____

Signature _____ DOB DD / MM / YYYY

Confirmations: Signing and email rule (tick one)

- Option 1** Any person in the section above may act alone and is authorised to receive and confirm email confirmation.
- Option 2** Any two persons in the section above must act together and are authorised to sign confirmations.

Additional Terms

If Option 2 above is selected and you and Westpac have entered or at any time enter into an FX Master Agreement, an ISDA Master Agreement or any document that governs the confirmation then, for the purposes of Westpac issuing email confirmations and the Customer replying to Westpac accepting that email confirmation only, the following email addresses shall constitute an address for notices or communications:

1. In respect of Westpac , the email address that issues the email confirmation;
2. in respect of the Customer, the email address(es) listed in section 3B above and a confirmation is created by the exchange of emails in the above manner.

D. Complete if you are dealing Foreign Exchange

Are you using NZClear? No Yes If Yes, NZClear code _____

E. Complete if you are dealing Money Market Advance/ Deposits and/or Securities

IRD number

RWT tax code (if applicable) 10.5% 17.5% 28% Other _____

Money Market statement frequency Daily Fortnightly Monthly LBD month

Contact name for statements _____

Email _____

Are you using NZClear? No Yes If Yes, NZClear code _____

Are you using Austraclear? No Yes If Yes, Austraclear code _____

F. Complete if you are dealing Carbon

Primary Representative (As per your NZEUR account) _____

NZEUR Registry account number _____

Carbon Transactions

I/we agree to the terms in **Westpac Banking Corporation's standard form of confirmation for spot and forward carbon transactions** (as amended or replaced from time to time), a copy of which has been provided to us and is available on request from Westpac.

G. Complete if you are dealing Interest Rate Swaps and/or Securities

Do you want Revaluation letters? Yes No

If Yes, how regularly would you like to receive these? Monthly Quarterly Semi-annually Annually

H. Standard Settlement Instructions and Direct Debit Authority

By completing this section you confirm that:

(a) **Westpac Banking Corporation** is authorised to automatically settle or debit amounts in connection with all applicable financial markets products (including foreign exchange products, interest rate products, commodities, carbon and any other derivative products); and

(b) **Westpac New Zealand Limited** is authorised to automatically settle or debit amounts in connection with all applicable money market products,

in each case in accordance with the below instructions and the Direct Debit Authority (if applicable).

Please complete the Direct Debit Authority in the Appendix if you choose to complete this section.

You must advise Westpac in writing if the information provided below is no longer correct.

Account to debit (Foreign Currency or NZD account) and product

Product _____ Account number _____

Product _____ Account number _____

Product _____ Account number _____

Product _____ Account number _____

Account to credit (Foreign Currency or NZD account) and product

Product _____ Account number _____

Product _____ Account number _____

Product _____ Account number _____

Product _____ Account number _____

I. Regulatory questions

This section does not need to be completed if you intend to transact in Deposits and Investments **only**.

Non-individuals

Country of Incorporation _____

Principal country of operation _____

Does your entity have any connection to the USA by way of:

Ownership?

Is this entity directly or indirectly majority-owned (> 50%) by a US entity that has unlimited responsibility for the obligations and liabilities of this entity?

Yes No

Control?

Is the entity's principal place of business in the US?

Yes No

Affiliates?

Will this entity in the regular course of business enter into derivative transactions on behalf of a US affiliate?

Yes No

Entity identifiers (leave blank if not applicable)

Legal Entity Identifier (LEI) _____

Avox ID (AVID) _____

SWIFT BIC _____

I. Regulatory questions

Continued.

Individuals

In which country do you principally reside? _____

Do you have any connection to the USA by way of holding an individual account or joint account with a US person?

Yes No

Are you the executor or administrator of a deceased estate of a US person? Yes No

Individuals and Non-individuals

Do you have any Guarantors? Yes (Provide additional Guarantor details below) No (Go to Section J)

Guarantor's legal name (if Guarantor is non-individual) _____

or

Guarantor's full name (if Guarantor is an individual) _____

Country of Incorporation of guarantor (if Guarantor is a non-individual) _____

Guarantor's Principal Country of Operation (if Guarantor is non-individual) _____

or

Guarantor's Principal Country of Residence (if Guarantor is an individual) _____

J. Email, Fax And Telephone Indemnity

In consideration of Westpac agreeing to accept email, facsimile and telephone instructions from time to time from you, and without limiting the terms of any other authorities or indemnities, by completing this form you agree that:

1. Email and facsimile and telephone are not secure methods of delivering instructions to Westpac and that they may be interfered with including but not limited to interception or viewing or listening by unauthorised third parties, or unauthorised alteration. You accept the risks associated with the above and release Westpac from any liability it may otherwise have had with regard to ensuring communications between it and us are secure. You acknowledge that the principal intent of this indemnity is to protect Westpac from the risks arising through unauthorised activities by third parties and that Westpac, without assuming any duty or obligation, will implement such controls and policies that are consistent with general market practice.
2. Provided that the email and facsimile or telephone instruction appears on its face to be valid, Westpac will have no obligation to verify the authenticity or accuracy of any email or facsimile or telephone instruction received from you or purporting to have been sent by you.
3. Westpac may act on any directions contained in such email or facsimile or telephone instructions regardless of by whom the actual or purported instructions were transmitted and notwithstanding that such email or facsimile or telephone instruction may have been initiated or transmitted in error or fraudulently or altered or distorted prior to or in the course of transmission.
4. Westpac may, in its absolute discretion, defer action in accordance with the whole or any part of an email or facsimile or telephone instruction pending further enquiry to or confirmation by you but Westpac will not be under any obligation to so defer in any case.
5. You release Westpac from and indemnify Westpac against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to Westpac having acted in accordance with the whole or any part of any email or facsimile or telephone instruction or the exercise of the discretion conferred upon Westpac by paragraph 4 of this section 7 (email, fax and telephone indemnity) except to the extent that Westpac has acted with gross negligence or fraud.
6. That each email instruction sent to Westpac is not deemed received until you receive a return email from Westpac acknowledging receipt of the email instruction. For the avoidance of doubt, you understand that an automatic or system generated acknowledgement from Westpac does not constitute a return email for the purposes of acknowledgement of receipt of email instructions.
7. Any notice which purports to authorise any person to act on your behalf in any respect shall be deemed to authorise that person to act by email or facsimile and telephone on the terms of this letter.
8. The terms of this indemnity shall take precedence over the terms of any other document entered into with Westpac in relation to the matters covered in this indemnity.

K. Consent to telephone recording You consent to us recording our telephone conversations with you. There will not necessarily be a warning tone when we do so.

L. Privacy Westpac collects and holds information about applicants for Product(s) and Account(s) for administrative and risk management purposes and for making applicants aware of the full range of financial services provided by Westpac. By completing this authority you agree that information held about you may be shared with other entities within Westpac. For the purposes of this paragraph, Westpac means Westpac Banking Corporation, Westpac New Zealand Limited and each of its subsidiaries or, where the context may require, any one of them.

M. Electronic communication By completing this authority you agree that Westpac may:

1. Send information relating to the Account(s) and Product(s) to your email address; and/or
2. post the information on Westpac's website(s) and notify you by email that it is available on its website(s).

The information Westpac may communicate electronically includes terms and conditions, disclosure documents (including any changes to these), statements and other information relating to the Account(s) and Product(s). Before deciding, please note:

3. If Westpac sends you information electronically, it may no longer send you a paper copy of the information, unless you request a paper copy within 7 years.
4. You must check regularly for emails from Westpac.
5. Please contact your Westpac representative should you wish to update your email address or if you wish to no longer receive any electronic communication via email.

N. Declaration I/We agree to:

- be bound by the terms and conditions set out and/or referred to in this authority in relation to the Product(s) and Account(s) in addition to any other conditions which may apply; and
- notify Westpac in writing if the information in this authority is no longer correct.

Executed by (FULL LEGAL NAME OF CUSTOMER) Date DD / MM / YYYY

Name of Director _____

Director/Authorised Signatory _____ Date DD / MM / YYYY

Name of Director _____

Director/Authorised Signatory _____ Date DD / MM / YYYY

Witnessed by (If not signed by 2 directors, signatures to be witnessed below)

Name _____ Occupation _____

Work address NUMBER & STREET _____ SUBURB _____

TOWN/CITY _____ POSTCODE _____

Signature _____ Date DD / MM / YYYY

Westpac use only

Name of Counterparty's Relationship Manager _____

Customer CRS key _____

Counterparty CIS key _____

Counterparty CIS name _____

Which agreement has customer executed? FX Master ISDA No agreements required (spot FX, carbon spot)

Signatures verified by _____ Salary ID _____

Westpac staff member who has sent this authority to the dealing room and emailed form to CDA

Name _____ Salary ID _____

Signature _____ Date DD / MM / YYYY



Direct Debit Authority Form

Westpac Institutional Bank
53 Galway St, Auckland

Authority to accept Direct Debits
(Not to operate as an assignment or agreement)

Name of bank account to be direct debited

Account number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Bank	Branch	Account Number								Suffix					

AUTHORISATION CODE

0	3	0	2	3	7	5
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(User number)

Bank Date DD / MM / YYYY

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which **Westpac Institutional Bank** (hereinafter referred to as the Initiator) the registered initiator of the above Authorisation Code may initiate by Direct Debit.

I/we acknowledge and accept that the Bank accepts this Authority only upon the conditions listed on this form.

Authorised signature Authorised signature

Approved 0237	Westpac use only			Bank stamp
08 16	Original Copy	- Retain at branch	- Forward to Initiator if requested	
	Date received:	Recorded by:	Checked by:	
	<input type="text"/> DD / MM / YYYY	<input type="text"/>	<input type="text"/>	

Conditions of this Authority to Accept Direct Debits

- The Initiator:
 - Will not initiate a Direct Debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account.
 - Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1(a) but no later than the date the Direct Debit will be initiated. This notice must be provided in writing (including by electronic means and SMS where I/we have provided prior written consent (including by electronic means and SMS) to communicate electronically). The notice will include the following message: "The amount \$ _____ was directly debited to your Bank account on (initiating date)."
 - May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
 - May, upon receiving written notice (dated after the date of this Authority) from a bank to which I/we have transferred my/our account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.
- The Customer may:
 - At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed by me/us, the Bank and the Initiator.
 - Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
 - Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal of alteration of Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.
- The Customer acknowledges that:
 - This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
 - In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
 - Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me/us and the Initiator.
 - Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of:
 - The accuracy of information about Direct Debits on Bank statements; and
 - Any variations between notices given by the Initiator and the amounts of Direct Debit.
 - The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a), nor for the non-receipt, or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- The Bank may:
 - In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
 - At any time terminate this Authority as to future payments by notice in writing to me/us.
 - Charge its current fees for this service in force from time-to-time.