

# Wholesale Term Deposit



## About this document.

This document contains terms that apply to Wholesale Term Deposits with us. The Westpac General Terms and Conditions and Westpac Privacy Policy also apply to your use of this product. Copies of these documents are available online or at any of our branches.

If there's a conflict between the terms of this document and the terms of the Westpac General Terms and Conditions, to the extent the terms are about substantially the same thing then the terms in this document will apply. If it makes sense for both of the terms to apply then both will apply.

When we do anything under or in relation to this product, including where you ask us to do something, we'll act in a fair and reasonable way.

If, at any time, we have a 'Customer Commitment', the commitments in that 'Customer Commitment' don't apply to the terms in this document.

In this document, "us" or "we" means Westpac New Zealand Limited NZBN 9429034324622 and "you" means the person or entity who places the deposit.

Investment decisions are very important. They often have long-term consequences. We recommend you read this document carefully. If you are unsure about anything, we're happy to answer any questions. We also recommend you seek advice if there is anything that you don't understand in this document.

We've also included some additional information to bring certain important details to your attention.

This additional information is set out next to an icon like this:

 Please see the Westpac General Terms and Conditions for more information.

This additional information is not part of your contract.

When we say 'including' in this document, it means we are providing one or more examples but we aren't limiting what could be included.

## The Deposit.

Your deposit is an investment of money you place with us. The initial, or outstanding amount of your deposit, is the "principal". We'll pay you a fixed rate of interest on your principal over the agreed fixed term of your deposit.

### Opening your deposit.

You must pay the principal to us at the time you open your deposit. This must be done on a business day (which, in these terms, means any regular working day, Monday to Friday. Weekends and national public holidays aren't classed as business days).

You can ask to pay the principal to us by direct debit. If you do this, you're asking us to make the transaction on your behalf.

### Deposit amount.

We may set a minimum and maximum principal amount you can invest.

The current minimum amount is NZ\$100,000. There is currently no maximum amount you can invest.

From time to time we may change these amounts. However, any changes we make to the minimum or maximum amount won't apply to deposits you've already opened. Please contact your relationship manager or your financial markets dealer for further details.

### Currency.

Unless we agree otherwise with you, your deposit must be in New Zealand dollars.

Different terms apply to deposits that are opened in other currencies. Other currencies can also have

different minimum and maximum principal amounts. We'll tell you the different maximum or minimum amounts if we agree that you may open a deposit in another currency.

## Duration.

We'll agree the duration (or "term") of the deposit with you when you open it. The current minimum term is seven days, and the current maximum term is five years. From time to time we may change these. However, any changes we make to the minimum or maximum term won't apply to deposits you've already opened. Once you've opened your deposit you won't be able to change the term unless we both agree. We discuss early withdrawals more below.

## Fees.

Currently, you don't need to pay us any fees to open or maintain your deposit.

## Interest.

You'll earn interest on the principal amount over the term of your deposit at a certain rate. We'll tell you what that rate of interest is at the time you open the deposit.

Please be aware that the interest rate may be a positive number, zero or a negative number (depending on current market interest rates and the currency of your deposit). The interest rate won't change over the term unless we both agree (or if we agree to repay your deposit early).

### Interest calculation.

The interest you earn on your deposit (the "interest amount") will be calculated daily by applying the relevant interest rate to your outstanding principal amount. For deposits in New Zealand Dollars, we'll make this calculation based on a 365-day year.

Please be aware that these calculations can result in a positive or negative interest amount. A negative interest amount means you'll have to pay us which will reduce your principal. However, this will only happen if your interest rate is negative.

If your deposit is in a foreign currency, we'll calculate interest based on a 360-day year if that's market practice for that currency.

### Interest payment.

Unless we agree otherwise, we'll pay you the interest you earn on your deposit less any applicable taxes or government charges at the end of the term.

We may agree with you that interest is to be paid periodically (rather than at the end of the term).

 See below under 'Maturity' for information about deductions that may be made before any interest amount is paid to you.

## General repayment.

We'll repay you the principal at the end of the term (or earlier if we agree to an early withdrawal) together with any interest amount that we owe you. However, before we pay you this sum, we'll deduct:

- any negative interest amount; and
- any relevant taxes or other government charges.

 For most deposits there will be a deduction relating to withholding tax. There are currently no fees to open or maintain a deposit.

We refer to the total amount that we'll pay you at the end of the term as the "maturity amount".

We'll pay the maturity amount to your nominated New Zealand bank account. If you hold your deposit jointly with someone else, we'll pay the maturity amount to an account held in the name of all joint holders (unless all of you authorise us to pay the amount to a different account).

Alternatively, at any time before the end of the term you can instruct us to reinvest the principal or maturity amount as a new deposit. This new deposit will be subject to the relevant current terms and conditions at the time of reinvestment. Please be aware that interest rates may have changed from the time you opened your earlier deposit.

If you haven't given us instructions about what to do with your deposit at the end of the term, we'll pay the maturity amount to a Westpac bank account in your name if one is available.

If we're unable to do this (for example if there is no available account in your name), we may reinvest the maturity amount as a new deposit. If we do this, we'll invest your new deposit for a duration that is the same as, or shorter than, the term of your deposit that has just ended. Your new deposit will be subject to the terms and conditions and the relevant interest rate for deposits of that term that are current at the time of reinvestment. However, if interest rates are negative, we'll hold your maturity amount in a suspense account until either interest rates become positive again or you give us further instructions.

## Early withdrawal.

You are not able to withdraw your deposit (in part or in whole) before the end of its term. If a partial withdrawal would result in the remaining principal being less than the agreed minimum balance, we may repay you the maturity amount instead and close your deposit.

If the maturity amount is repaid before the end of the term, we may reduce the interest rate of your deposit with regard to current market interest rates for the term completed. This may mean that we'll pay you a reduced maturity amount. We'll tell you if your interest rate reduces at the time we repay your maturity amount. We'll make any payment relating to an early withdrawal on the general repayment terms set out in the 'General repayment' above.

**i** Where there is an early withdrawal of the maturity amount there may have been an overpayment of withholding tax on interest already paid or credited to you. We recommend you speak to IRD or to your accountant or tax advisor if you have any questions about this or if you need information about how to obtain any refund.

## Tax.

The amount you earn on your deposit will be affected by taxes. The following description of the tax treatment of deposits is of a general nature only. We recommend you consult your own tax adviser about how taxes will apply in your circumstances.

### Deductions and gross-up.

We'll withhold tax from interest paid or credited to you on your deposit and pay the amount we withhold to Inland Revenue. The amount we withhold will depend on:

- whether you're a New Zealand tax resident or a non-resident; and
- whether you hold the deposit jointly with someone else.

See the next sections for further information.

If you're required to withhold or deduct foreign tax from any payment to us, you must increase the amount you pay us so that, after making that deduction (together with any deduction you must also make to the additional amount you pay us), we receive the amount we would have received if no deduction or withholding had been required.

### New Zealand tax resident investors.

We'll withhold resident withholding tax ("RWT") from interest paid or credited to you on your deposit, unless you tell us you have RWT-exempt status and confirm your IRD number is listed on the Inland Revenue RWT exemption register. If you have RWT-exempt status, we won't withhold any tax from interest paid or credited to you on your deposit.

You may choose for us to withhold RWT at one of the statutory rates, which can be found at [www.ird.govt.nz](http://www.ird.govt.nz). If you don't select a rate and/or don't provide your IRD number to us, we'll apply a default or non-declaration rate.

We'll assume that you're a New Zealand tax resident unless you tell us otherwise.

### Non-resident investors.

If you tell us you're not a New Zealand tax resident, and you don't hold your deposit for the purposes of a business you carry on through a fixed establishment in New Zealand, we'll withhold non-resident withholding tax ("NRWT") from interest paid or credited to you on your deposit.

The rate of NRWT will depend on your country of tax residence and whether you're eligible for tax treaty relief.

You can ask us to deduct approved issuer levy instead of NRWT. We won't pay an additional amount to you in respect of any approved issuer levy deducted.

### Joint Deposits.

Special tax rules apply to joint deposits, including the allocation of income between joint deposit holders. We'll withhold any applicable taxes from interest paid or credited to you on your joint deposit.

## Amounts we owe you and eligibility.

### Amounts we owe you.

Any amounts we owe you in respect of your deposit are unsecured and unsubordinated debt obligations that we have to you. This means that if we were to go insolvent, we must pay amounts we owe you at least equally with all our other unsecured and unsubordinated debts except for any debts we're required to pay in priority to yours under law. However, you're not guaranteed to be repaid. Also, if we do repay you and we become insolvent, you might have to repay those amounts in certain circumstances if required under law.

## Eligibility – Selling restrictions.

Only “wholesale investors” of the types listed in clause 3(2)(a), (c) or (d) of Schedule 1 to the Financial Markets Conduct Act 2013 (“**FMCA**”) may open this type of deposit. These are persons who are:

- an “investment business”
- “large” or
- a “government agency”,

(in each case as defined in Schedule 1 to the FMCA).

The following categories of persons aren’t permitted to open this type of deposit:

- any “eligible investor” (as defined in clause 41 of Schedule 1 to the FMCA); or
- any person who, under clause 3(2)(b) of Schedule 1 to the FMCA, meets the investment activity criteria specified in clause 38 of that Schedule,

(which, in general terms, cover certain experienced investors).

If you have any questions or if you’re unsure whether you’re eligible to open a deposit please get in touch with us.

## General.

### Payment dates.

If any amount is due to be paid on a day that is not a business day, the relevant amount will be paid on the following business day instead.

### Communications.

We may communicate with each other electronically.

You may authorise a person or persons to operate your deposit (an “**authorised dealer**”). We’ll accept instructions from your authorised dealers in respect of your deposit.

We have no responsibility to confirm the validity, authenticity, or accuracy of any electronic or telephone communication or instruction which your authorised dealers may give us.

We may act on any electronic or telephone instruction even if those instructions may be:

- given or transmitted in error
- fraudulent
- altered or distorted prior to or during transmission or instruction

In some cases, we may not complete an electronic or telephone instruction while we make further enquiries or seek to confirm its authenticity with you.

You agree (on behalf of yourself and your authorised dealers) to us recording and retaining telephone calls relating to your deposit. You must ensure that all your authorised dealers are informed that their conversations with us may be recorded.

 Please see the Westpac General Terms and Conditions for other terms that are relevant to when we receive instructions from people on your behalf.

We’ll provide you with a statement of account if you ask for one. If we are required under law, we’ll send you a withholding tax certificate each year during the term of your deposit.

### Changes to these terms.

We can vary the terms that apply to your deposit. We’ll only do that in the circumstances listed in the Westpac General Terms and Conditions. We’ll generally provide you with notice of any changes – see the Westpac General Terms and Conditions for more information.

### Governing law.

These terms are governed by New Zealand law.

### Other disclosure.

Your deposit is not a deposit or liability of Westpac Banking Corporation ABN 33 007 457 141 (“**WBC**”) or any other company in the Westpac Banking Corporation group (“**Westpac Group**”), other than us. Neither WBC nor any other company in the Westpac Group stands behind or otherwise guarantees us nor the principal amount or investment performance of any financial product acquired through us.

These terms are only intended for customers in New Zealand. The information set out in these terms is general in nature. We have not taken into account your objectives, financial situation or needs. Because of this, you should, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs.

By providing these terms, we don’t intend to provide financial advice or any financial recommendations. You should read and consider these terms, in their entirety, carefully and seek independent expert advice before making a decision about whether or not this product is suitable for you.

These terms are effective from 17th November 2023.