



Dealing Account Operating Authority (NZ)

30 September 2016

To: Westpac Banking Corporation (ABN 33 007 457 141); and Westpac New Zealand Limited (Company No. 1763883) (Individually and collectively "Westpac").
Address: Level 8, 16 Takutai Square, Auckland 1010

Important

- By completing this authority and returning it to Westpac you are agreeing to the terms and conditions set out and/or referred to in this authority. These terms are additional to any other terms that may be applicable to your Accounts or Products with us. If you have previously provided a dealing authority to Westpac in New Zealand, the terms of this authority substitute and replace that previous dealing authority.
- Please read this authority carefully to ensure you understand it. We are happy to explain anything that is not clear.
- You must advise Westpac in writing if the information provided in this authority is no longer correct. We are entitled to rely on the information in this authority unless you have notified us otherwise in writing.
- Please note Westpac may require additional information and documentation from you prior to transacting on Accounts or entering into Products with you.

A. Customer

Name FULL LEGAL NAME OF CUSTOMER ("Customer" or "you")
(Attention for correspondence. Individual must be an Authorised Signatory under section 3B of this authority.)

Primary Contact FIRST MIDDLE LAST

Mr Mrs Miss Ms Other (please specify) Date of Birth DD / MM / YYYY

Position

Phone Number Fax

Email

Postal address NUMBER & STREET SUBURB

TOWN/CITY POSTCODE

Country (if not New Zealand)

Signature

B. Complete if you are dealing FOREIGN EXCHANGE, INTEREST RATE or CARBON FORWARD DERIVATIVES*

I/we agree to Westpac's Derivatives General Terms (as amended or replaced from time to time), a copy of which has been provided to me / us and is available on the offer register: business.govt.nz/disclose or on request from Westpac.

* Applies to offers of derivatives to retail investors under the Financial Markets Conduct Act 2013 only. These derivatives have a Product Disclosure Statement issued by Westpac. A full list of Westpac's Product Disclosure Statements is available on the offer register: business.govt.nz/disclose or on request from Westpac and includes Foreign Exchange Forward Contracts, Foreign Exchange Option Contracts, Flexi Forward Contracts, Participating Forward Contracts, Interest Rate Swaps, Swaptions, Interest Rate Caps and Carbon Forward Contracts.

C. Dealing Account Operating Authority and Authorised Signatories

Authorised Dealers

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

1. agree to terms of and enter into financial markets transactions with Westpac on behalf of the Customer;
2. give instructions in relation to the entry into, rolling over of, variation of, or termination of any financial markets transactions with Westpac; and
3. request and obtain any or all information relating to the Account(s),
for the Account(s) and Product(s) in this document from the date this authority is entered into.

Full Name Position Date of Birth DD / MM / YYYY

Full Name Position Date of Birth DD / MM / YYYY

Full Name Position Date of Birth DD / MM / YYYY

Full Name Position Date of Birth DD / MM / YYYY

Full Name Position Date of Birth DD / MM / YYYY

Full Name Position Date of Birth DD / MM / YYYY

**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 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'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 the offer register: business.govt.nz/disclose or 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

By completing this section you confirm that Westpac is authorised to automatically settle specified Product(s), eg **Money Market, Foreign Exchange**, according to the below instructions.

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 NoAre 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.
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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

