Foreign Exchange Transactions

Product Disclosure Statement

Issued by Westpac Banking Corporation ABN 33 007 457 141
(offered through its St.George division)
Australian Financial Services Licence No. 233714

14 November 2025

You've got questions? We've got time to talk.

Financial Markets

1800 221 815

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Accessibility support

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If English is not your preferred language, contact us and a banker can arrange a language interpreter.

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Important information

A Product Disclosure Statement **(PDS)** is an information document. Its purpose is to provide you with enough information so that you can decide if the product will meet your needs. A PDS is also a tool for comparing the features of other products you may be considering. If you have any questions about this product, please contact us on any of the numbers listed on the inside cover of this PDS.

This PDS relates to Foreign Exchange Transactions issued by Westpac Banking Corporation (ABN 33 007 457 141 AFSL 233714) and offered through its St.George division ("**St.George, we, our** or **us**"). We are the issuer of this PDS. A Foreign Exchange Transaction requires an understanding of the way foreign exchange markets work.

You should read and consider all sections of this PDS carefully before making a decision about the suitability of this product for you. You may also wish to obtain independent expert advice. If you decide to enter into a Foreign Exchange Transaction, you should keep a copy of this PDS and any associated documentation. You should also promptly tell us if at any time you experience any financial difficulty. The meaning of some terms in this PDS (indicated by using a capital letter at the beginning of the term) is included in the Glossary on pages 22 and 23.

The information set out in this PDS is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this, you should consider its appropriateness having regard to your objectives, financial situation and needs. By providing this PDS, St.George does not intend to provide financial advice or any financial recommendations.

The information in this PDS may be updated and made available to you on our website at **stgeorge.com.au**. We will provide you with a paper copy of any updated information posted on our website on request without charge. If there is a change to information relating to Foreign Exchange Transactions that is materially adverse, we will (depending on the nature of the change or event) notify you within three months of the change or event and will issue a replacement or supplementary PDS where required. Information relating to Foreign Exchange Transactions that is not materially adverse may change from time to time.

This PDS, and any invitation to apply for a Foreign Exchange Transaction that this PDS relates to, is intended for retail clients in Australia only. Distribution of it in jurisdictions outside Australia may be restricted by law and persons who come into possession of it, who are not in Australia, should seek advice. If you are in Australia and have received it electronically, we will give you a paper copy on request, without charge. To obtain a copy, refer to the contact details listed on the inside cover of this PDS.

Annexure – Terms governing Spot Contracts, Value Today Contracts and Value Tomorrow Contracts

Annexed to this PDS are the terms and conditions that apply to Spot Contracts, Value Today Contracts and Value Tomorrow Contracts. Unless otherwise provided below, if you have not entered into a Master Dealing Agreement with us, the terms and conditions outlined in the Annexure to this PDS are binding on you in your dealings with us in relation to these products.

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Annexure – St.George Financial Markets:
Terms governing Spot Contracts, Value Today Contracts and Value Tomorrow Contracts **1**

Foreign Exchange Transaction Summary

Issuer	Westpac Banking Corporation (offered through its St.George division) AFSL 233714 ABN 3300745714
Purpose	A Foreign Exchange Transaction is an agreement to exchange one currency for another at an agreed exchange rate on an agreed date, to facilitate a payment of funds.
Suitability	A Foreign Exchange Transaction may be suitable if you have a genuine commercial need to exchange one currency for another in order to facilitate payment or receipt of funds and/or to manage a currency risk. It should not be used for trading or speculative purposes.
Costs	There are no direct fees. See "What are the costs?" on page 10 for more information.
Key Benefits	**Protection** – A Foreign Exchange Transaction can provide you with protection against unfavourable exchange rate movements prior to settlement. **Cash flow certainty** – A Foreign Exchange Transaction allows you to exchange one currency for another at an agreed rate on an agreed date. **Coverage** – Foreign Exchange Transactions are available for a wide range of currencies. Please contact us to confirm whether your desired currency is covered. Our contact details are set out on the inside cover. **Flexibility** – Key variables, including the Value Date and the Contract Amount, can be tailored to meet your particular needs. See the section titled "Key Benefits" on page 10 for more information.
Key Risks	**Opportunity loss** – You will not receive the benefit of any favourable exchange rate movements that occur prior to settlement. **Variation/Early termination** – You can vary or terminate a Foreign Exchange Transaction early but there may be a cost if you do so depending on market movements. **No cooling off period** – There is no cooling off period. **Counterparty and operational risk** – We have performance obligations under a Foreign Exchange Transaction. You need to form a judgment of our ability to meet those obligations. **Currency restrictions** – Some currencies may be subject to legal and regulatory obligations. **Use of agent and correspondent banks** – We may use agents and correspondent banks to deliver some currencies (other than Australian dollars). See the section titled "Key Risks" on page 10 and the section titled "Can I terminate a Foreign Exchange Transaction before the Value Date?" on page 8 for more information.
Value Date	From the same day as the Trade Date to up to 2 years after the Trade Date (depending on the currency pair). (A Value Date greater than 2 years after the Trade Date may be available on request.)
Minimum Transaction Amount	There is no minimum transaction amount.
How to Apply	Contact your existing bank representative. Alternatively, you can contact us at the details listed below.
Our contact details:	**Financial Markets** **Mail:** Level 3, 275 Kent Street Sydney NSW 2000 **Phone:** 1800 221 815 **Online:** stgeorge.com.au

Foreign Exchange Transaction

What is a Foreign Exchange Transaction?

A Foreign Exchange Transaction is a transaction between you and us to exchange one currency for another.

A Foreign Exchange Transaction may be useful in facilitating payments associated with exporting or importing goods denominated in foreign currency, investing or borrowing overseas, repatriating profits, converting foreign currency denominated dividends, or settling other foreign currency contractual arrangements.

How does a Foreign Exchange Transaction work?

When you enter into a Foreign Exchange Transaction, you nominate the Contract Amount and the two currencies to be exchanged. These currencies are known as the Currency Pair and must be acceptable to us.

You also nominate the Value Date on which you want the exchange of currencies to take place. We will then determine the Rate of Exchange, also known as the Contract Rate, based on the Value Date and currencies nominated by you. The Contract Rate is the rate at which the Currency Pair will be exchanged on the Value Date.

On the Value Date, the Contract Amount must be exchanged with us at the Contract Rate, irrespective of what the Foreign Exchange Rate is at that time.

How are Contract Rates determined?

The Contract Rate is the agreed exchange rate at which the Currency Pair will be exchanged on the Value Date. We will determine the Contract Rate taking several factors into account, including:

- The Currency Pair and the time zone you choose to trade in;
- The Value Date;
- Global Foreign Exchange Rates;
- The Contract Amount, and our inability to trade small amounts in the Global Market;
- Market volatility;
- Market interest rates of the countries of the Currency Pair; and
- Our profit margins.

Contract Rates are quoted as **Spot Exchange Rates, Value Today Exchange Rates, Value Tomorrow Exchange Rates or Forward Exchange Rates,** depending on the Value Date nominated by you.

A **Spot Exchange Rate** refers to the exchange rate applicable to a Foreign Exchange Transaction where the Value Date is two business days after the Trade Date. Transactions for value spot (transactions with a Spot Exchange Rate) are commonly referred to as **Spot Contracts**.

A **Value Today Exchange Rate** refers to the exchange rate applicable to a Foreign Exchange Transaction where the Value Date is the same date as the Trade Date. Transactions for value today (transactions with a Value Today Exchange Rate) are commonly referred to as **Value Today Contracts**.

A **Value Tomorrow Exchange Rate** refers to the exchange rate applicable to a Foreign Exchange Transaction where the Value Date is the business day after the Trade Date. Transactions for value tomorrow (transactions with a Value Tomorrow Exchange Rate) are commonly referred to as **Value Tomorrow Contracts**.

A **Forward Exchange Rate** refers to the exchange rate applicable to a Foreign Exchange Transaction where the Value Date is more than two business days after the Trade Date. Transactions for all such Value Dates (transactions with a Forward Exchange Rate) are commonly referred to as **Forward Exchange Contracts (FECs).**

The rates used for Value Today Contracts, Value Tomorrow Contracts and Forward Exchange Contracts are determined by us by calculating an adjustment to the applicable Spot Exchange Rate. This adjustment is known as the Forward Margin.

How are Forward Margins determined?

Forward Margins (and therefore Value Today Exchange Rates, Value Tomorrow Exchange Rates and Forward Exchange Rates) do not represent forecasts that we have made, nor do they guarantee what future exchange rates will be.

Instead, a Forward Margin is derived by us taking into account a variety of factors including the difference in inter-bank interest rates between the currencies that make up the Currency Pair. The Forward Margin is expressed in exchange rate points.

A Forward Margin can be either a positive or a negative number. When a Forward Margin is a positive number, it is added to the Spot Exchange Rate. When it is a negative number, it is subtracted from the Spot Exchange Rate.

Can I extend the Value Date?

You may ask us to extend the Value Date of a Foreign Exchange Transaction at any time up to and including the Value Date prior to settlement occurring (referred to as an extension or a Historical Rate rollover (HRR)). We may then provide you with a quote to extend.

For convenience, we may quote the Forward Margin as a margin to your existing Contract Rate. This margin will be expressed in exchange rate points and may be positive or negative. Where it is positive, it will be added to your existing Contract Rate. Where it is negative, it will be subtracted.

Our quote for the extension will incorporate your existing contract details, the Spot Exchange Rate and relevant market interest rates available at the time, and any applicable funding cost/benefit. For instance, if you requested to extend the Value Date on a Foreign Exchange Transaction with us which would require you to pay us if it was terminated today, rather than extended, we will adjust the calculated Forward Margin accordingly. This adjustment will reflect the loss component on your existing transaction with us, the tenor of the extension and our assessment of your credit quality at the time of your request.

In addition to the risks inherent in all Foreign Exchange Transactions, with HRRs there are additional risks, including in particular, that such transactions can be used improperly to hide losses, and you should consider these before asking us to extend the Value Date of a Foreign Exchange Transaction. You should ensure that you have:

- adequate visibility and oversight of HRRs that you ask us to enter into;
- adequate controls to appropriately manage the recognition and settlement of any profit or loss that has been embedded into a Foreign Exchange Transaction with an extended Value Date;
- made your own assessment and sought your own advice from such advisers you deem necessary regarding the risks of entering into HRRs and whether they are a suitable transaction to engage in, given your business and your circumstances.

All extensions will be subject to our credit approval process. They are not automatic. We will only allow extensions for genuine commercial reasons and not for speculative purposes. Even where this is the case, we will not always be willing to extend a contract. The decision to grant an extension will be made at our absolute discretion. As part of the process we may require you to sign our HRR documentation – see “What documentation is required?” on page 17.

Can I shorten the Value Date?

You may ask us to shorten the Value Date of a Foreign Exchange Transaction at any time up to (but excluding) the Value Date (referred to as a pre-delivery). We may then provide you with a Forward Margin. If you accept the Forward Margin, we may decide to shorten the Value Date.

Our quote for the Forward Margin will take into account your existing contract details, the Spot Exchange Rate, the relevant market interest rates available at that time and any applicable funding cost/benefit.

For convenience we will quote the Forward Margin as a margin to your existing Contract Rate. This margin will be expressed in exchange rate points and may be positive or negative. Where it is positive, it will be added to your existing Contract Rate. Where it is negative, it will be subtracted from your existing Contract Rate.

Can I pre-deliver part of my Contract Amount?

You may choose to pre-deliver part of your original Contract Amount. In this case, the partial amount will be treated as a pre-delivery, as outlined above, and the balance of the original Contract Amount will be preserved at the original Contract Rate for the original Value Date.

What happens on the Value Date?

Depending on the terms of your Foreign Exchange Transaction, on the Value Date you may need to provide us with either foreign currency or Australian dollars (AUD). You can provide foreign currency either by telegraphic transfer or by transferring funds from a foreign currency account/deposit. You must provide AUD in Clear Funds. On receipt of the funds, we will deposit amounts owing to you into a bank account with us (in your name), denominated in the relevant currency. Alternative arrangements can be made with our agreement.

If you fail to provide us with the agreed foreign currency or Australian dollars on the Value Date, this may constitute an event of default under the agreement entered into between you and us. You should refer to the relevant agreement (including any Master Dealing Agreement) for further information.

Can I terminate a Foreign Exchange Transaction before the Value Date?

You may ask us to terminate a Foreign Exchange Transaction at any time up to (but excluding) the Value Date. We may then provide you with a quote of the overall cost (or benefit) that would arise as a result of the termination. This amount could be significant, so you should consider this before entering into a Foreign Exchange Transaction. If you request to terminate the transaction on the basis of the quote, we may terminate the Foreign Exchange Transaction.

There are essentially two steps involved with terminating a Foreign Exchange Transaction. The first step involves us pre-delivering your existing Foreign Exchange Transaction to today (or such other Value Date agreed) and the second step involves us entering into an offsetting transaction with you at the prevailing Value Today Exchange Rate (or where we have agreed a different Value Date, the Foreign Exchange Rate relevant for that date).

If we provide you with a quote to terminate your Foreign Exchange Transaction, the quote will equal the net difference between the two transactions outlined above. The factors used to determine the contract rate on your pre-delivery will be the same variables used when pricing your original Foreign Exchange Transaction. These will be adjusted for the prevailing market conditions in respect of the remaining term of your Foreign Exchange Transaction (see 'Can I shorten the Value Date?' on page 7 for more details). The Foreign Exchange Rate applied to the offsetting transaction will be the rate the bank would buy (or sell, as the case may be) the relevant foreign currency amount from/to you for the agreed Value Date and will be dependent on market conditions at that time (see 'How are Contract rates determined?' on page 6 for more details).

Where you accept our quote and we agree to terminate your transaction, we will inform you of the termination amount payable by you or by us (as the case may be) and the due date, as well as providing you with confirmations for the pre-delivered transaction and the offsetting transaction.

Refer to Scenarios 5 and 6 in the Examples section on pages 14 and 15 for worked examples.

Are there any credit requirements before dealing?

Before entering into a Foreign Exchange Transaction, we will assess your financial position to determine whether or not your situation satisfies our normal credit requirements. We will advise you of the outcome of its review as soon as practicable.

If your application is successful, you will need to sign our standard finance documentation. This documentation sets out the terms of the credit approval and other matters relevant to your application.

Please note that even if you satisfy our normal credit requirements, we are not bound to accept your application and may reject your application at our sole discretion.

Can I leave orders?

We may accept and execute orders on your behalf. However, we are not obliged to do so.

An order is a request that you leave with us to buy or sell a specified foreign currency amount, on your behalf, against another currency once a nominated exchange rate is reached. Requests for orders can be placed with us over the phone between 8:00 am to 5:00 pm on a business day (excluding public holidays and bank public holidays) in the place you are dealing into. If you have access to one of our online dealing platforms, you may be able to place orders at any time – refer to the platform user guides or terms and conditions.

All requests for orders will be subject to our normal credit approval process.

Orders can only be placed for Spot Contracts. Where a different Value Date is required we will advise you of the current Forward Margin applicable so that you can take this margin into account when placing your Spot Contract order. However, as this Forward Margin is subject to change and it is unknown when the order will be filled, this will not guarantee that you achieve your desired rate for your specific Value Date.

If the Spot Exchange Rate reaches the level nominated by you between the opening of the foreign exchange markets at 5:00 am Sydney time on a Monday morning and their closing at 5:00 pm New York time on a Friday, we will attempt to fill your order. This will be on a best endeavours basis. It may not always be possible for us to complete your order at the nominated rate. This may be due to a large movement in the market price or a lack of liquidity in the nominated Currency Pair in the market at the time the level is reached. Similarly, this may result in your order being partly completed. Unless specified at the time the order is placed, orders may be partially completed if nominated levels are reached.

When requesting an order there are three choices of order to select from:

- Take Profit. A Take Profit order is an order you place to buy or sell currency when the market moves in a direction that results in you receiving a more advantageous rate than the market exchange rate available at the time the order is placed.
- Stop Loss. A Stop Loss order is an order you place to buy or sell currency to prevent any further losses to yourself due to the currency moving in an adverse direction to the level at which you need to transact.
- One Cancels Other (OCO). An OCO order is the simultaneous placement of both a Take Profit and a Stop Loss order. The orders remain linked together and should one of the orders be executed, the other order is automatically cancelled.

Orders will remain in place until they are executed or until a date and time pre-agreed with us or until you advise us to cancel them. You will be advised as soon as practicable if an order is executed.

Costs, Benefits and Risks

What are the costs?

There are no direct fees

While there are no up-front out of pocket costs with Foreign Exchange Transactions, we derive financial benefit by incorporating a margin into the Contract Rate. This means that this rate may be different to the market rate prevailing at that time. In effect, you pay for the Foreign Exchange Transaction by accepting the Contract Rate quoted by us. Similarly, when adjusting the Value Date of an existing Foreign Exchange Transaction we will incorporate a margin in the calculation of your new Contract Rate.

Key Benefits

Protection

Foreign Exchange Transactions provide you with protection against unfavourable foreign exchange movements between the time you enter into the transaction and the Value Date. This can assist you in managing your foreign currency exposures. On the Value Date, you will be protected at the Contract Rate for the Contract Amount.

Coverage

Foreign Exchange Transactions are available for a wide range of currencies. Please contact us to confirm whether your desired currency is covered. Our contact details are set out on the inside cover.

Cash flow certainty

Foreign Exchange Transactions allow you to exchange one currency for another at an agreed rate on an agreed date. This may assist you in settling contractual arrangements denominated in foreign currency.

Flexibility

Foreign Exchange Transactions are flexible. Key variables, including the Value Date and the Contract Amount, can be tailored to meet your particular needs. Also, you may further tailor your Foreign Exchange Transaction to your needs by leaving Stop Loss, Take Profit or One Cancels Other orders with us.

Key Risks

Variation/Early termination

Terminations, extensions or pre-deliveries may result in a cost to you; in certain circumstances this cost could be significant – see the sections titled “Can I terminate a Foreign Exchange Transaction before the Value Date?”, “Can I extend the Value Date?”, and “Can I shorten the Value Date?” on pages 7 and 8 for more information, together with “What are the costs?” above.

No cooling off period

There is no cooling off period. This means that, in most circumstances, once you enter into a Foreign Exchange Transaction, you cannot terminate or vary the Foreign Exchange Transaction without our consent. See “Variation/Early termination” section above.

Opportunity loss

You will not receive the benefit of favourable exchange rate movement between the time you enter into a Foreign Exchange Transaction and the Value Date.

The rate achieved with a Foreign Exchange Transaction may not be as favourable as the rate you could have achieved if you had not entered into any contract at all.

Counterparty and operational risk

As is the case with most financial markets products we enter into, we have performance obligations under a Foreign Exchange Transaction. If we are unable to perform our obligations under your Foreign Exchange Transaction, you would be exposed to market exchange rate fluctuations as if you had not entered into a Foreign Exchange Transaction.

Our ability to fulfil our obligations is linked to our financial wellbeing and to the effectiveness of our internal systems, processes and procedures. The first type of risk (our financial wellbeing) is commonly referred to as **credit or counterparty risk**. The second type of risk (the effectiveness of our internal systems, processes and procedures) is commonly referred to as **operational risk**.

You must make your own assessment of our ability to meet our obligations. However, as a regulated Australian bank, we are subject to prudential regulation which is intended to reduce the risk of us failing to perform our obligations.

More information about Westpac Group, including copies of our recent financial statements is available on our website at **westpac.com.au**

Currency restrictions

Delivery of some currencies may be governed by, or subject to certain legal and regulatory requirements and obligations. It is your responsibility to ensure that these laws and regulations are complied with and we suggest you seek and obtain your own independent, expert advice in relation to such matters.

Use of agent and correspondent banks

To deliver some currencies (other than AUD), we may use agents and correspondent banks. We will use reasonable care in the selection of such agents and correspondent banks.

If the agent or correspondent bank fails to deliver the required currency when due, we will work with the agent or correspondent bank to effect delivery. If after such action delivery cannot be made, we will promptly return your funds or make alternative arrangements with you.

To the extent allowed by law, we will not be liable for any direct or indirect losses, claims, actions or expenses incurred by you as a result of the failure by an agent or correspondent bank to deliver the required currency.

Examples

The examples below are indicative only and use rates and figures selected to demonstrate how the product works. In order to assess the merits of any Foreign Exchange Transaction, you would need to use the actual rates and figures quoted to you at the time. Note that the calculations below include rounding of decimal places.

Scenario 1 – Foreign Currency Payment – Value Date in Two Days

You are an Australian based importer due to pay 100,000 United States dollars (USD) in two days' time for goods bought overseas. At that time, you need to convert your AUD into USD.

Assume the AUD/USD Spot Exchange Rate (i.e. for delivery in two business days' time) is 0.8800.

If you do nothing, what exchange rate risks do you face?

If you do nothing, the amount of AUD you will need in two days' time to obtain the USD you are due to pay will depend on the Value Today Exchange Rate applicable at that time.

If the AUD/USD exchange rate goes up, the USD will become less valuable and as a consequence, you will need less AUD when it is time to obtain the USD. Assume in this example that the AUD/USD Value Today Exchange Rate rises to 0.6650, then you will pay:

AUD 150,375.94 (= USD 100,000 / 0.6650)

If the AUD/USD Value Today Exchange Rate goes down, the opposite occurs and you will need more AUD. Assume the AUD/USD Value Today Exchange Rate falls to 0.6550, then you will pay:

AUD 152,671.76 (= USD 100,000 / 0.6550)

How will a Foreign Exchange Transaction change this?

Assume that you are unsure about the direction of the AUD against the USD and wish to protect yourself against the AUD depreciating against the USD.
You enter into a Spot Contract to buy USD 100,000 with AUD in two days' time at a Contract Rate of 0.6600.

Your Contract Rate in this scenario would be the Spot Exchange Rate = 0.6600

In two days' time, regardless of whether the AUD/USD exchange rate rises or falls, you will exchange the Contract Amount at the Contract Rate. You will pay:

AUD 151,515.15 (= USD 100,000 / 0.6600)

By entering into a Foreign Exchange Transaction you have removed the uncertainty of exchange rate fluctuations over the next two days. However, in exchange for this cashflow certainty you have also lost the opportunity to take advantage of any favourable movements.

Scenario 2 – Foreign Currency Receipt – Value Date in Three Months

You are an Australian based exporter due to receive 100,000 United States dollars (USD) in three months' time for goods sold overseas. At that time, you need to convert the USD you will receive into AUD.

Assume the AUD/USD Spot Exchange Rate is 0.6600 and the three-month Forward Margin is - 0.0060.

If you do nothing, what exchange rate risks do you face?

If you do nothing, the amount of AUD you will receive in three months' time for your USD will depend on the Value Today Exchange Rate applicable at that time.

If the AUD/USD exchange rate goes up, the USD will become less valuable and as a consequence, you will receive less AUD when it comes time to exchange the USD. Assume in this example that the AUD/USD Value Today Exchange Rate rises to 0.7000, then you will receive:

AUD 142,857.14 (= USD 100,000 / 0.7000)

If the AUD/USD exchange rate goes down, the opposite occurs and you will receive more AUD. Assume the AUD/USD Value Today Exchange Rate falls to 0.6200, then you will receive:

AUD 161,290.32 (= USD 100,000 / 0.6200)

How will a Foreign Exchange Transaction change this?

Assume that you are unsure about the direction of the AUD against the USD and wish to protect yourself against the AUD appreciating against the USD. You enter into a Forward Exchange Contract to sell USD 100,000 for AUD in three months' time at a Contract Rate of 0.6540.

Your Contract Rate, in this scenario would be the Forward Exchange Rate = Spot Exchange Rate plus Forward Margin

= (0.6600) + (-0.0060)

= 0.6540

In three months' time, regardless of whether the AUD/USD exchange rate rises or falls, you will exchange the Contract Amount at the Contract Rate. You will receive:

AUD 152,905.20 (= USD 100,000 / 0.6540)

By entering into a Forward Exchange Contract you have removed the uncertainty of exchange rate fluctuations over the next three months. However, in exchange for this cash flow certainty you have also lost the opportunity to take advantage of any favourable movements.

Scenario 3 – Foreign Currency Receipt – Extension

You are an Australian based exporter with a Forward Exchange Contract in place with us to sell 100,000 USD against the AUD in one week's time at a Contract Rate of 0.6600. You have just been notified that your shipment of goods has been delayed and you will not receive payment for your goods for another month.

In the absence of the delay you were required to exchange the Contract Amount at the Contract Rate in one week's time. At that time you were due to receive:

AUD 151,515.15 (= USD 100,000 / 0.6600)

With the delay you will not have USD to sell in one week's time. You will now have them to sell one month later than you originally expected.

You contact us and request to have your original Value Date extended for one month. After assessing your request we agree to the extension.

Based off your existing Forward Exchange Contract details, the Spot Exchange Rate and the relevant market interest rates available at that time, we calculate the Forward Margin to be -0.0020, You accept this quote and the details of your Forward Exchange Contract are amended accordingly. Your new Contract Rate becomes 0.6580.

New Contract = Old Contract + Forward

Rate		Rate		Margin
(0.6580)	=	(0.6600)	+	(-0.0020)

On the new Value Date, regardless of whether AUD/USD rises or falls, you must exchange the Contract Amount at the new Contract Rate.
You will receive:

AUD 151,975.68 (= USD 100,000 / 0.6580)

By extending your Forward Exchange Contract you have aligned the Value Date of your Forward Exchange Contract with the date that you will receive payment for your shipment of goods. Effectively, you have retained your exchange rate protection for an additional month. However, as with the original Forward Exchange Contract, by removing the uncertainty of exchange rate fluctuations you have lost the opportunity to take advantage of any favourable movements.

Scenario 4 – Foreign Currency Payment – Pre-Delivery

You are an Australian based importer with a Forward Exchange Contract in place with us to buy 100,000 USD against the AUD in three months' time at a Contract Rate of 0.6700. You have just been notified that your shipment of goods has been brought forward two months and you will be required to pay for your goods at that time.

In the absence of the earlier shipment, you were required to exchange the Contract Amount at the Contract Rate in three months' time. At that time you were due to pay:

AUD 149,253.73 (= USD 100,000 / 0.6700)

With the earlier shipment you now need your USD in one months' time.

You contact us and request to have your original Value Date brought forward two months.

Based off your existing Forward Exchange Contract details, the Spot Exchange Rate and the relevant market interest rates available at that time, we calculate the Forward Margin to be + 0.0040.

You accept this quote and the details of your Forward Exchange Contract are amended accordingly. Your new Contract Rate becomes 0.6740.

New Contract = Old Contract + Forward

Rate		Rate		Margin
(0.6740)	=	(0.6700)	+	(+0.0040)

On the new Value Date, regardless of whether AUD/USD rises or falls, you must exchange the Contract Amount at the new Contract Rate.
You will pay:

AUD 148,367.95 (= USD 100,000 / 0.6740)

By shortening your Forward Exchange Contract you have aligned the Value Date of your Forward Exchange Contract with the date that you need to make payment for your shipment of goods.
You have protection against unfavourable exchange rate movements for the period of your exposure. However, as with the original Forward Exchange Contract, by removing the uncertainty of exchange rate fluctuations you have lost the opportunity to take advantage of any favourable movements.

Scenario 5 – Foreign Currency Payment – Termination.

You are an Australian based importer with a Forward Exchange Contract in place with us to buy 100,000 USD against the AUD in three months' time at a Contract Rate of 0.6700. You have just been advised by your sales team that a local sales contract has been cancelled.

In response, you decide to contact your overseas supplier to cancel the shipment of goods the local sales contract relates to. You then contact the bank and request a quote to terminate the underlying Forward Exchange Contract that you have in place, as you no longer have a requirement to pay USD 100,000 in three months' time.

You request the termination quote for value today.

There are two steps involved in calculating the termination value of the contract.

1. The bank will determine the adjustment to your existing Forward Exchange Contract that needs to be applied in order to pre-deliver your existing Forward Exchange Contract to today. Based off the details of your existing contract with us, the prevailing Spot Exchange Rate and the relevant market interest rates available at the moment, we calculate the Forward Margin adjustment to be + 0.0060.

Applying this adjustment to your contract, your new Contract Rate for value today would be 0.6760.

New Contract = Old Contract + Forward

Rate		Rate		Margin
(0.6760)	=	(0.6700)	+	(+0.0060)

2. The bank will then calculate the amount that you will have to pay the bank, or the bank will have to pay you, in order to close out your pre-delivered contract for value today. Effectively you will enter into an offsetting FX transaction with the bank where you will sell to us for value today the USD you had already agreed to purchase from us under your existing contract. Whether your net position will have you paying the bank, or the bank paying you, will depend on whether the Value Today Exchange Rate, that the bank buys USDs from you at, is above or below your pre-delivered contract rate.

(i) if the applicable Value Today Exchange Rate is above your pre-delivered contract rate you will have to pay the bank the net difference between the two contracts (your pre-delivered contract and the offsetting contract) if you make a request to terminate based upon our quote and we agree to terminate your contract.

For example, if the Value Today Exchange Rate is 0.7000, you will have to pay the bank AUD 5,071.85. This is the net difference between the AUD amount you need to pay the bank for the USD you have contracted to purchase from us at the pre-delivered rate and the AUD amount you will receive for selling those USDs back to the bank for value today.

-AUD 5,071.85 =

AUD 142,857.14
(= USD 100,000 / 0.7000)

Minus

AUD 147,928.99
(= USD 100,000 / 0.6760)

As the calculated amount above is a negative amount you will need to pay this amount to the bank to terminate your contract.

(ii) if the applicable Value Today Exchange Rate is below your pre-delivered contract rate the bank will have to pay you the net difference between the two contracts (your pre-delivered contract and the offsetting contract) if you accept our quote and we agree to terminate your contract.

For example, if the Value Today Exchange Rate is 0.6600, you will receive from the bank AUD 3,586.16. This is the net difference between the AUD amount you need to pay the bank for the USD you have contracted to purchase from us at the pre-delivered rate and the AUD amount you will receive for selling those USDs back to the bank for value today.

AUD 3,586.16 =

AUD 151,515.15
(= USD 100,000 / 0.6600)

Minus

AUD 147,928.99
(= USD 100,000 / 0.6760)

As the calculated amount above is a positive amount you will receive this amount from the bank to terminate your contract.

If you request to terminate your FX transaction on the basis of the quote we provide, and we agree to your request, then we will pre-deliver your existing contract to the required Value Date and we will establish an offsetting foreign exchange contract with you at the agreed rate for the same Value Date, and either you or us will pay the net difference between the two transactions.

Once we terminate your Forward Exchange contract you no longer have a future obligation to buy USDs from the bank. While terminating your contract may result in a cost to you, by closing it you have removed the potential for that cost to become greater should market rates move adversely prior to its original Value Date.

Scenario 6 – Foreign Currency Receipt – Termination

You are an Australian based exporter with a Forward Exchange Contract in place with us to sell 200,000 USD against the AUD in two months' time at a Contract Rate of 0.6500. You have just been advised by your sales team that your overseas sales contract has been cancelled.

In response, you contact the bank and request a quote to terminate the underlying Forward Exchange Contract that you have in place as you will no longer receive USD 200,000 in two months' time.

You request the termination quote for value spot.

There are two steps involved in calculating the termination value of the contract.

1. The bank will determine the adjustment to your existing Forward Exchange Contract that needs to be applied in order to pre-deliver your existing Forward Exchange Contract to the spot value date. Based off the details of your existing contract with us, the prevailing Spot Exchange Rate and the relevant market interest rates available at the moment, we calculate the Forward Margin adjustment to be + 0.0040.

Applying this adjustment to your contract, your new Contract Rate for value spot would be 0.6540.

New Contract = Old Contract + Forward

Rate		Rate		Margin
(0.6540)	=	(0.6500)	+	(+0.0040)

The bank will then calculate the amount that you will have to pay the bank, or the bank will have to pay you, in order to close out your pre-delivered contract for value spot. Effectively you will enter into an offsetting FX transaction with the bank where you will buy from us for value spot the USD amount you had already agreed to sell to us under your existing contract. Whether your net position will have you paying the bank, or the bank paying you, will depend on whether the Spot Exchange Rate, that the bank sells USDs to you at, is above or below your pre-delivered contract rate.

(i) if the applicable Spot Exchange Rate is below your pre-delivered contract rate you will have to pay the bank the difference between the two contracts (your pre-delivered contract and the offsetting contract) if you make a request to terminate based upon our quote and we agree to terminate your contract.

For example, if the Spot Exchange Rate is 0.6300, you will have to pay the bank AUD 11,649.92. This is the net difference between the AUD amount you need to pay the bank for the USD you have to buy from us for value spot and the AUD amount you will receive for selling those USDs to us under your existing contract at the pre-delivered rate.

-AUD 11,649.92 =

AUD 305,810.40
(= USD 200,000 / 0.6540)

Minus

AUD 317,460.32
(= USD 200,000 / 0.6300)

As the calculated amount above is a negative amount you will need to pay this amount to the bank to terminate your contract.

(ii) if the applicable Spot Exchange Rate is above your pre-delivered contract rate the bank will have to pay you the difference between the two contracts (your pre-delivered contract and the offsetting contract) if you accept our quote and we agree to terminate your contract.

For example, if the Spot Exchange Rate is 0.6750, you will receive from the bank AUD 9,514.10. This is the net difference between the AUD amount you need to pay the bank for the USD you have to buy from us for value spot and the AUD amount you will receive for selling those USDs to us under your existing contract at the pre-delivered rate.

AUD 9,514.10 =

AUD 305,810.40
(= USD 200,000 / 0.6540)

Minus

AUD 296,296.30
(= USD 200,000 / 0.6750)

As the calculated amount above is a positive amount you will receive this amount from the bank to terminate your contract.

If you request to terminate your FX transaction on the basis of the quote we provide, and we agree to your request, then we will pre-deliver your existing contract to the required Value Date and we will establish an offsetting foreign exchange contract with you at the agreed rate for the same Value Date, and either you or us will pay the net difference between the two transactions.

Once we terminate your Forward Exchange contract, you no longer have a future obligation to sell USDs to the bank. While terminating your contract may result in a cost to you, by closing it you have removed the potential for that cost to become greater should market rates move adversely prior to its original Value Date.

Documentation and Confirmation

What documentation is required?

Master Dealing Agreement

You will usually need to sign a Master Dealing Agreement if you want to enter into a Foreign Exchange Transaction with us. This agreement will either be our own dealing agreement or an industry standard master dealing agreement.

The Master Dealing Agreement governs the dealing relationship between you and us and sets out the terms and conditions that will apply to all transactions (including Foreign Exchange Transactions the subject of this PDS) that we enter into with you that are covered by the agreement. In particular, they document the situations where those transactions can be terminated and the way the amount to be paid following termination is calculated.

You will be provided with a copy of the relevant Master Dealing Agreement and we strongly recommend that you fully consider its terms before signing. You should obtain independent advice if you do not understand any aspect of the document.

We will advise you whether you need to sign a Master Agreement with us and, if you do, which Master Dealing Agreement you need to sign.

Terms governing Spot Contracts, Value Today Contracts and Value Tomorrow Contracts

If you only want to enter into Value Today Contracts, Value Tomorrow Contracts or Spot Contracts with us, we may not require you to sign a Master Dealing Agreement. If we do not require you to enter into a Master Dealing Agreement, the Terms attached to this PDS will apply and are binding on you in your dealings with us in relation to these products.

Please refer to the Annexure for the terms and conditions governing Spot Contracts, Value Today Contracts and Value Tomorrow Contracts.

Important: If you have entered into a Master Dealing Agreement with us, that agreement and not the Terms annexed to this PDS will apply to all Foreign Exchange Transactions you undertake with us unless otherwise advised by us in writing. If you have any questions about which legal terms apply, you should contact us.

Documentation for certain restricted currencies

Other documentation may be required for Foreign Exchange Transactions involving certain currencies. Where possible, we will attempt to inform you of any specific requirements; however you are responsible for complying with any legal or regulatory obligations. We suggest that you seek and obtain your own independent, expert advice in relation to such matters.

Email authority and indemnity

If you would like to provide us with email instructions in relation to Foreign Exchange Transactions, we may require you to complete an email authority and indemnity. The purpose of the email authority and indemnity is to protect us against the consequences of acting upon instructions which may not represent your genuine wishes, but which appear to us to be genuine.

Historical Rate Rollover (HRR)

If you wish to extend the Value Date of your Foreign Exchange Transaction you may also be required to sign our standard HRR documentation. This document sets out a number of requirements that you will need to satisfy before we will consider extensions to existing Foreign Exchange Transactions. It does not guarantee that we will always extend existing contracts. That decision will be subject to our credit approval process. A copy of our HRR documentation is available on request.

You should make your own assessment and obtain your own advice regarding the risks associated with extensions and their suitability for you.

Other documentation.

You may be requested to complete additional documentation before you enter into a Foreign Exchange Transaction, depending on the outcome of our assessment of your creditworthiness. We will inform you if any further documentation is required at that time.

What about Confirmations?

The commercial terms of a particular Foreign Exchange Transaction will be agreed at the time of dealing. This may occur verbally over the phone, in writing or by any other means (including electronic means) as we determine acceptable. Once we reach an agreement, both you and us are bound by the terms of the Foreign Exchange Transaction.

Shortly after entering into a Foreign Exchange Transaction, we will send you a Confirmation outlining the commercial terms of the transaction. You will need to sign this Confirmation and return it to us as soon as possible or where you have access to one of our online dealing platforms you can confirm via that platform. This Confirmation evidences the transaction you entered into with us.

It is extremely important that you check the Confirmation to make sure that it accurately records the terms of the transaction. If there is any discrepancy between your understanding of the transaction and the Confirmation, you will need to raise it with your bank representative as a matter of urgency.

General Information

What information we need from you

In order to enter into a Foreign Exchange Transaction with you, we'll need some important details from you. Depending on the legal nature of your business (company, partnership etc) you will be required to provide certain documents and information to us.

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Laws) it is a requirement that the account holder and all signatories to the account must be identified. So if you're opening an account for the first time this applies to you. It also applies to any account holder or signatory who is not an existing customer.

The identification requirements can be met by providing us with the necessary identity documentation. For information on documents required please contact any branch or refer to our website – **stgeorge.com.au**.

If the account holder or any of the signatories to an account are not identified in terms of the AML/CTF Laws, the account will be blocked for all withdrawals until they are identified.

If you are an existing customer, an account signatory (or any other cardholder), identification requirements may have previously been satisfied so you don't need to provide them again, unless you are asked to do so by us.

Banking Code of Practice

We have adopted the Banking Code of Practice, issued by the Australian Banking Association (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.

If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and will prevail to the extent of any inconsistency with, the banking service described in this PDS.

You can obtain a copy of the Banking Code from our website.

Financial crimes monitoring

We are bound by laws that impose regulatory and compliance obligations, including obligations in relation to the prevention of money laundering and the financing of terrorism, which are the AML/CTF Laws. In order for us to meet its regulatory and compliance obligations, we perform certain control and monitoring activities.

Upon entering into any Foreign Exchange Transaction with us, you agree and provide the following undertakings and agree to indemnify us against any potential loss arising from any breach by you of such undertakings that:

- you are not and will not enter into any agreement with us under an assumed name;
- any funds used by you to enter into an agreement with us have not been derived from or related to any criminal activities;
- any payments received from us will not be used in relation to any criminal activities;
- if we ask, you will provide us with additional information we reasonably require from you for the purposes of meeting our regulatory and compliance obligations, including the obligations under AML/CTF Laws (including information about the source of funds used to settle a Foreign Exchange Transaction); and
- you and your Foreign Exchange Transaction with us will not initiate, engage or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country).

You should be aware that:

- we may obtain information about you or any beneficial owner of an interest in an agreement with us from third parties if we believe this is necessary to comply with our regulatory and compliance obligations, including AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions or the law or sanctions of any other country;

- where transactions are delayed, blocked, frozen or refused, we and other members of the Westpac Group are not liable for any loss you suffer (including consequential loss) in connection with a Foreign Exchange Transaction; and
- where legally obliged to do so, we may disclose information that we hold about you to our related bodies corporate or service providers, other banks, or relevant regulatory and/or law enforcement agencies (whether in or outside of Australia).

Foreign Tax Residents

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 720 314 Option 1.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

Telephone conversations are recorded

Conversations with our dealing room and settlement departments are recorded. This is standard market practice. We do this to make sure that we have complete records of the details of all transactions. Recorded conversations are retained for a limited period and are usually used where there is a dispute or for staff training and monitoring purposes.

You will need to advise our dealer if you do not wish to be recorded. However, we will not enter into any transaction over the telephone unless the conversation is recorded.

Taxation

Taxation law is complex and its application to this product will depend on your particular circumstances. We make no claim that this product will provide a beneficial or appropriate tax outcome for you. When determining whether this product is suitable for your circumstances, you should consider the impact it will have on your own taxation position and seek professional advice on the tax implications it may have for you.

This document has been produced for use by Australian tax residents only. If you are not a resident of Australia for tax purposes and have entered into a Foreign Exchange Transaction, you may be required to withhold tax on payments you make. If you are required to withhold an amount of tax on any payments you make as a non-resident, you are liable to gross up that payment such that we receive all amounts clear of any tax.

Privacy Statement

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at **stgeorge.com.au/privacy/privacy-statement**. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

Privacy Obligations

To the extent that it applies to you, you must comply with the *Privacy Act 1988* (Cth) in relation to any personal information you provide to Westpac in connection with this PDS, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

External service providers

We may subcontract any of our rights and obligations to another person in Australia or overseas, although we will remain responsible for the performance of any obligations that we have subcontracted to another person.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in our Privacy Statement which is available at **stgeorge.com.au/privacy/privacy-statement** (as updated from time to time).

Feedback and Complaints

Delivering on our service promise

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right. Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer your complaint to a team that is placed to find a solution for you. We will ensure that you're regularly updated about the progress we are making to resolve your complaint.

How to contact us

Our contact details are on the inside cover.

If you are still unhappy

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority

AFCA provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Online: **www.afca.org.au**
Email: **info@afca.org.au**
Phone: 1800 931 678 (free call)
Mail: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Glossary

To help you to understand this PDS, the meanings of some words used in this PDS are set out below.

AUD means Australian dollars.

Clear Funds means funds that are immediately available on settlement.

Confirmation means the record that you receive in writing evidencing the terms of a particular Foreign Exchange Transaction.

Contract Amount means the agreed amount as set out as such in the Confirmation. It is the amount to be exchanged under the Foreign Exchange Transaction.

Contract Rate or Rate of Exchange means the agreed exchange rate at which the Currency Pair will be exchanged on the Value Date.

Currency Pair means the two currencies one of which is to be bought and the other to be sold in a Foreign Exchange Transaction. The Currency Pair must be acceptable to us.

Foreign Exchange Rate means the price of one currency in terms of another currency for delivery on the Value Date.

Foreign Exchange Transaction means either a "foreign exchange contract" as defined in s761A as effected by s764A(1)(k) and s765A(1)(m) of the *Corporations Act 2001* or a Forward Exchange Contract as the context requires.

Forward Exchange Contract means agreement to exchange one currency for another at an agreed exchange rate on a Value Date that is more than two business days after the Trade Date.

Forward Exchange Rate means the price of one currency in terms of another currency for delivery on a specified date that is more than two business days after the Trade Date. This takes into account our costs and profit margin. This is the rate that we would make available to you at the relevant time.

Forward Margin means the value of the interest rate differential for the selected Currency Pair expressed in exchange rate points for the specified period, as determined by us.

Global Foreign Exchange Rate means the exchange rate for the Foreign Exchange Transaction Currency Pair that is based on the price of one or more actual foreign exchange transactions in the Global Market involving the Currency Pair (or cross-rates constituting the Currency Pair). This rate will be determined by us in good faith and in a commercially reasonable manner.

Global Market means the global spot foreign exchange market, open continuously from 5.00 a.m. Sydney time on a Monday in any week to 5.00 p.m. New York time of the Friday of that week.

Historical Rate Rollover or HRR means the process by which the Value Date of an existing Foreign Exchange Transaction is adjusted and the applicable Forward Margin is expressed as an adjustment to the existing Contract Rate.

Master Dealing Agreement means a Master Agreement for Foreign Currency and Derivative Transactions or an International Swaps and Derivatives Association, Inc. 1995 or 2002 Master Agreement, as the case may be.

Spot Contract means a contract where one party agrees to buy a currency and another party agrees to sell a different currency where the Value Date is two days after the Trade Date.

Spot Exchange Rate means the price of one currency in terms of another currency for delivery two business days after the Trade Date. This takes into account our costs and profit margin. This is the rate that we would make available to you at the relevant time. Terms means the Terms governing Spot Contracts, Value Today Contracts and Value Tomorrow Contracts in this PDS.

St.George, we, our or **us** means St.George Bank, a division of Westpac Banking Corporation (ABN 33 007 457 141, AFSL No 233714).

Trade Date means the date a Foreign Exchange Transaction is entered into.

USD means United States dollars.

Value Date means the date set out as such in the Confirmation. It is the date on which the Currency Pair will be exchanged under the Foreign Exchange Transaction.

Value Today Contract means a contract where one party agrees to buy a currency and another party agrees to sell a different currency where the Value Date is the same day as the Trade Date.

Value Today Exchange Rate means the price of one currency in terms of another currency for delivery on the Trade Date. This takes into account our costs and profit margin. This is the rate that we would make available to you at the relevant time.

Value Tomorrow Contract means a contract where one party agrees to buy a currency and another party agrees to sell a different currency where the Value Date is the business day after the Trade Date.

Value Tomorrow Exchange Rate means the price of one currency in terms of another currency for delivery one business day after the Trade Date. This takes into account our costs and profit margin. This is the rate that we would make available to you at the relevant time.

Westpac Group means Westpac and its related bodies corporate.

You, your means the customer entering into a Foreign Exchange Transaction.

Annexure – St.George Financial Markets: Terms governing Spot Contracts, Value Today Contracts and Value Tomorrow Contracts

(1) Agreement

(a) Subject to 1(b), you agree that these terms (**Terms**) govern orders for and transactions to convert one currency to another to be settled within two (2) business days after the date on which the transaction was entered into between you and St.George (Trade Date) (**FX Contract(s)**). Such transactions are referred to as Spot Contracts, Value Today Contracts or Value Tomorrow Contracts in the Foreign Exchange Transactions PDS issued by us.

(b) These Terms do not apply:

i. If we have agreed in writing with you that they do not apply;

ii. If you have entered or enter into a Master Dealing Agreement with us which governs FX Contracts; or

iii. To any orders in respect of or FX Contracts which are governed by any electronic banking or dealing platform agreement you have entered into with us.

(c) Words not defined in these Terms have the meaning given to them in this Foreign Exchange Transaction PDS issued by us.

(2) Orders

(a) Subject to (1)(c), you may place an order with us orally or in any other manner agreed with us. You acknowledge that orders including conditional orders constitute an offer to enter into an FX Contract with us at the price and for the amounts specified in the order, and that we may but are not obliged to accept such order.

(b) Where we accept an order for execution it will be in accordance with the price and volume parameters specified in the order. Where an order is executed we will provide a Confirmation evidencing each FX Contract. In such Confirmations a reference to the 'master dealing agreement' means these Terms.

(c) Conditional orders: You may place an order with us where the execution is conditional upon the occurrence of an event or circumstance specified by you. We will determine what types of conditional orders we will accept, and may do this by allowing you to specify the order type such as – 'Take Profit', 'One Cancels Other' or 'Stop Loss'. You acknowledge we will execute such orders in good faith at the prices and exchange rates consistent with your order if such specified parameters are met, but that there is no FX Contract between you and us until the order is executed.

(d) You acknowledge and agree that:

i. conditional orders may be partially completed unless otherwise specified by you in the order; and

ii. conditional orders can be time limited, and we will not confirm if and when such orders expire.

You may cancel any unexecuted order until it is executed, provided such cancellation is made via any electronic dealing platform we make available to you with such functionality or by calling a dealer (during usual Sydney business hours). An order is not cancelled until we confirm.

(3) Representation and warranties

By submitting an order, or otherwise requesting to enter into an FX Contract with us, you represent and warrant that:

(a) You act as principal and not as agent or fiduciary in respect of any orders submitted to us and in respect of any FX Contract, or if you are acting on behalf of another person you have full legal capacity, power and authority to enter into the FX Contract with us.

(b) The obligations under each FX Contract with us are legally binding on and enforceable against you (and if applicable, any other persons on whose behalf you act) in accordance with the terms of that FX Contract.

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(c) If you are acting as a trustee of a trust:

i. the trust is duly constituted and validly existing;

ii. you are the sole trustee, and no action has been taken to remove you or for you to retire; and

iii. you are not in breach of trust and have the right to be fully indemnified out of the trust.

(4) Meaning of 'you' and 'your' and joint and several liability

(a) If two or more persons are named in the Confirmation or a partnership is named in the Confirmation then, a reference to "you" and "your" refers to each person or partner of the partnership, as the case may be, severally as well as to any two or greater number of them jointly, and each person is liable for all the obligations under and in connection with any FX Contract.

(a) If two or more persons are named in the Confirmation or a partnership is named in the Confirmation, then:

i. any obligation to make payment on your part may be discharged by any one of you; and

ii. subject to us making reasonable attempts to comply with your instructions, we may discharge any obligation we have by payment to any one of you.

(5) Obligation to make payments and our rights to terminate:

(a) You must make payments to us in cleared and immediately available funds without any withholding, deduction, set-off or counterclaim and perform such other obligations required under each FX Contract in the places, by the time and in the manner agreed between us.

(b) Our settlement obligation is contingent on you having made all the payments due from you to us and you having performed all your contractual obligations under each FX Contract.

(c) We may immediately terminate any or all outstanding FX Contracts if:

i. you are involved, or we reasonably suspect you are involved, in money laundering or terrorism financing or we reasonably suspect you are involved in any fraudulent activity in any of your dealings with us;

ii. you become, or any step is taken to make you, insolvent or bankrupt, or if you are an individual, you die, become insane or are incapacitated unless our rights to terminate would be suspended by legislation;

iii. it is unlawful for us or you to perform any obligations under these Terms or any obligations under any Master Dealing Agreement entered into between you and us; or

iv. you breach any representation and warranty given to us.

(d) If we elect, or you request and we agree (which must not unreasonably withheld) to your request to terminate any or all outstanding FX Contracts we will calculate in Australian Dollars a termination value for each relevant FX Contract as at the termination date determined by, or agreed with, us (termination value). We will determine the termination value in good faith using current market rates, by having regard to any gain or loss for either party in terminating the position (in respect of amounts we expected to receive or pay), and any costs including for funding, closing-out or re-establishing hedging positions and any other transaction costs payable by us. We will then combine the termination values for each relevant FX Contract to determine a gross termination value – which will be an amount we owe you or you owe us. We will notify you of the amounts payable and by whom as soon as practicable after making these calculations. You must make any payments to us no later than 2 business days after we give this notice.

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(6) Changes to these Terms

(a) We may change these Terms at any time. If we do so, we will give you notice about the changes as soon as reasonably possible. If we believe a change is unfavourable to you, we will, subject to paragraph 6(b), give you at least 30 days' prior notice of change. We will give you notice of this change in writing (this includes printed or electronic communications such as app notifications, emails, publishing the notice on our website or another platform and directing you to the notice) or through an advertisement in major newspaper.

(b) We may give you less than 30 days' notice or no notice if: (1) it is reasonable for us to give you shorter notice in order to manage a material and immediate risk; or (2) if there is a change to, or introduction of, a government charge that you pay (directly or indirectly). If there is such change or introduction of a government charge, we will tell you about such change/ introduction after the government notifies us, unless the government has previously published such information; or (3) to comply with, or reduce the risk of non-compliance with any law; or (4) where the amendments are to simplify these Terms, correct a mistake, inconsistency or omission or any amendment of an administrative nature and such amendment is not detrimental to you.

(7) **Authority:** We are entitled to treat any person that you notify to us as having the authority to enter into and settle an FX Contract on behalf of you as having such authority, unless we have actual knowledge that this is incorrect.

(8) **Notices:** We may give notices in writing including by email to the address notified to us for you or the person whose behalf you act and, if there are two or more people named on a Confirmation, each person agrees to receive such notice on behalf of each other person.

(9) **Set-off**: We may, but are not obliged, to set-off any unpaid amount you owe us under any FX Contract against any amount we owe you on any other transaction or account. We may do anything necessary to effect set-off, including making currency exchanges. You authorise us to debit any account held by you even if such account is already in debit or exceeds any approved limit and in such a case we may charge interest and fees on the new debit balance. We will provide you notice of our intention to exercise set-off and a reasonable period to repay any amounts owed to us.

(10) **Assignment:** Neither party may assign, grant security over or declare a trust in respect of, any of the rights or obligations under these Terms or any FX Contract, save that we may assign or transfer all or any of our rights and obligations under these Terms where you have failed to pay any amounts due to us and which is continuing, or where we are assigning or transferring all or any of our rights and obligations under these Terms to a related body corporate of ours as part of a solvent restructuring or reorganisation.

(11) **No waiver:** We may exercise a right or remedy in connection with these Terms in any way we consider reasonably appropriate. A failure or delay in exercising any right under these Terms will not mean that the right cannot be exercised later.

(12) **Partial invalidity:** The illegality, invalidity or unenforceability of any provision of these Terms will not affect the legality, validity or enforceability of any other provision.

(13) **Other rights:** The rights provided in these Terms are in addition to and not exclusive of any rights provided under any other agreement or law.

(14) **Governing Law:** These Terms are governed and construed in accordance with the law of the state of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

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