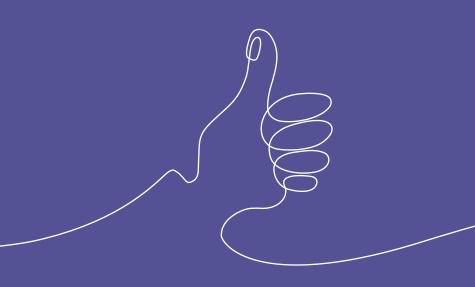


Dual Currency Investment.

Product Information Statement.

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

Effective date: 9 November 2023



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

Financial Markets

1800 221 815

Level 3, 275 Kent Street, Sydney NSW 2000

Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by visiting accesshub.gov.au/about-the-nrs

Visit **bankofmelbourne.com.au/accessibility** for further information on our accessible products and services for people with disability.

Important information.

A Product Information Statement ("PIS") is an information document. The purpose is to provide you with information intended to assist you in making a decision about a product's suitability for your needs. A PIS is 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 the details provided above.

You should read and consider this PIS, in its entirety, carefully and seek independent expert advice before making a decision about whether or not this product is suitable for you.

If you decide to enter into a Dual Currency Investment ("DCI"), you should keep a copy of this PIS and any associated documentation. You should also promptly tell us if at any time you experience financial difficulties.

This PIS is issued by Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 (including where acting under any of its Westpac, St.George, Bank of Melbourne or Bank SA brands) (together, "Westpac", "we", "our" or "us") and is current as at the date of this document. The information in it is subject to change. We may issue a replacement PIS, or post updated information on our website.

Nothing in this PIS is, or should be relied upon as, a representation as to the future performance of any DCI. The offer of a DCI is being made to persons located in Australia only. Receipt of this PIS in jurisdictions outside of Australia may be restricted by local law and applications from outside Australia will not be accepted.

The information set out in this document is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs. By providing this PIS, we do not intend to provide financial advice or any investment recommendations.

This document has been provided to you in your capacity as a **wholesale client** under the *Corporations Act 2001* (Cth). Please talk to us as a matter of urgency if you are unsure whether you qualify as a wholesale client.

Key Facts.

| Dual Currency Investment | |
|-----------------------------------|--|
| Minimum Transaction Amount | AUD 500,000 (or equivalent amount in the Investment Currency) |
| Term | 1 week to 6 months (or such other tenors as agreed to by us) |
| Possible Investment Currencies | AUD, USD, NZD, CAD, GBP, EUR, JPY, HKD, CHF, SGD, (or other major currencies as agreed to by us)* |
| Possible Alternate Currencies | AUD, USD, NZD, CAD, GBP, EUR, JPY, HKD, CHF, SGD, (or other major currencies as agreed to by us)* |

^{*}Not all combinations of these currencies may be available

Description.

A Dual Currency Investment ('**DCI**') is a tailored investment that potentially pays a higher interest rate than our standard term deposit.

In exchange for receiving this higher interest rate, you agree to receive your deposit principal plus interest, as at the maturity date ('Maturity' or 'Maturity Date'), in either the currency in which your initial investment is denominated ('Investment Currency') or an alternate currency ('Alternate Currency') nominated by you at the time you invest.

We will agree with you the date (the "Notification Date") on which we will determine and notify you which currency you will receive at Maturity. The Notification Date will generally be two Business Days prior to the Maturity Date.

Your deposit principal plus interest will be repaid to you in the Investment Currency unless the Investment Currency has strengthened against the Alternate Currency beyond a nominated exchange rate ('Redemption Exchange Rate') on the Notification Date. If this occurs your deposit principal and interest will be repaid in the Alternate Currency.

Where you receive the Alternate Currency, conversion will take place at the Redemption Exchange Rate agreed with you at the time you invest.

Constructing a DCI.

To construct a DCI you must nominate:

- the Investment Currency and Investment Amount (subject to the minimum Investment Amount);
- an Alternate Currency that you are willing to receive your proceeds in as at the Maturity Date;
- a Redemption Exchange Rate; and
- the term of your investment.

We will then determine the applicable interest rate ('Interest Rate') for the DCI based on these details.

Determining the Interest Rate.

In determining the applicable interest rate for your DCI, we take several factors into account, in addition to the factors nominated by you. These include:

- the size and term of your DCI
- the market foreign exchange rate for the underlying currency pair (i.e. the currency pair consisting of your investment currency and the alternate currency)
- the market volatility of the currency pair
- market interest rates of the countries of the currency pair

As a general rule for a given term:

- the closer the Redemption Exchange Rate is to the current market foreign exchange rate the higher the Interest Rate
- the higher the interest rates of both the Investment Currency and the Alternate Currency the higher the Interest Rate; the interest rate of the Investment Currency will invariably have the bigger impact of the two.
- the more volatile the exchange rate between the Investment Currency and the Alternate Currency the higher the Interest Rate

Fees and Charges.

When we determine the applicable Interest Rate we have already taken into consideration all cost associated with your DCI.

A DCI has no fees or charges where the DCI is held to maturity. The Interest Rate is locked in at the start of your investment, once you have nominated all the other variables it will not be subject to any fees.

Where a DCI is terminated prior to maturity, it may result in a cost to you. See section "Early termination" on page 6.

Benefits.

The following summary outlines what we consider to be the primary benefits of the product, but it is not intended to be exhaustive as to all possible benefits.

Flexibility.

You can tailor certain variables (Investment Amount, Investment Currency, Alternate Currency, the Redemption Exchange Rate and the term) to meet your specific return objectives and risk tolerance.

Once those variables are set, we determine the Interest Rate.

Potential for Higher Interest Rate.

If you are comfortable accepting the risks of a DCI (see under Risks below), you have the potential to receive a higher interest rate than our standard term deposit.

Benefit from your exchange rate view.

Offers you the potential to purchase the Alternate Currency at a discount to the market exchange rate available to you on the trade date ('Trade Date').

Risks.

The following summary outlines what we consider to be the primary risks of the product, but is not intended to be exhaustive as to all the possible risks.

Currency Conversion.

You may receive the Alternate Currency at Maturity. It is important that you are comfortable receiving either the Investment Currency or the Alternate Currency.

Exchange Rate Risk.

Whether you receive the principal and interest in one of two currencies is linked to the exchange rate for the underlying currency pair. i.e. you bear the risk of exchange rate movements between the Investment Currency and the Alternate Currency.

This may result in:

Conversion rate risk – if you wish to exchange the Investment Currency for the Alternate Currency at Maturity, the market exchange rate available at that time may be less favourable than the market exchange rate that was available to you at the start of the DCI.

Opportunity risk on conversion – if you wish to exchange the Investment Currency for the Alternate Currency at Maturity and your DCI repays in the Alternate Currency, the redemption rate you convert at will be less favourable than the market exchange rate otherwise available to you at that time.

Potential capital loss at maturity – A DCI is not capital protected in the terms of the Investment Currency. This means if you receive the Alternate Currency at Maturity and you were to convert it into the Investment Currency at the market rate at that time, the amount that you would receive may be less than your initial Investment Amount.

Early Withdrawal Risk.

A DCI is designed to be held to maturity. If you request an early withdrawal of your principal there may be a cost involved. See section 'Early Termination' on page 6. The termination amount you receive will be a function of the same variables used to price the original DCI. Movements in those variables, in particular the exchange rate, are outside the control of us. There are no additional termination fees.

Counterparty and Operational Risk.

As is the case with most financial products we offer, we have performance obligations under a DCI.

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 us, including copies of our recent financial statements is available on our website at westpac.com.au

Currency Restrictions.

The convertibility and regulatory requirements associated with the delivery of some currencies may change over time, including during the term of a DCI.

If we determine acting reasonably that we are unable to deliver a non-AUD amount to you, including due to but not limited to a currency restriction, then we will, acting reasonably, determine the AUD equivalent of such foreign currency amount and deliver the AUD amount to you. You agree that our delivery of the AUD amount shall constitute good and valid discharge of our obligations.

It is your responsibility to make your own assessment of the risk of this occurring and suggest you seek and obtain your own independent expert advice in relation to such matters prior to transacting entering into a DCI.

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, unless we failed to exercise reasonable care in the selection of the agent or correspondent bank.

No cooling-off period.

There is no cooling off period in respect of an investment in a DCI. This means you cannot cancel or revoke your application for a DCI. However early withdrawal is possible.

Examples.

These examples are provided for illustrative purposes only, and are not intended as a forecast or prediction of the future performance of a DCI, or the amounts or values of the relevant variables. Note that the calculations below include rounding of decimal places.

Example 1: USD Investment DCI with Alternate Currency AUD.

You are an investor with USD 600,000 to invest. You are comfortable holding investments in USD and AUD. You enter into a DCI with the following details.

| USD Investment | |
|-----------------------------|--|
| Investment Amount | USD 600,000 |
| Term | 2 weeks (14 days) |
| Alternate Currency | AUD |
| Redemption Exchange Rate | 0.6250 |
| Reference Exchange Rate | AUD-USD as at the Notification Date |
| Interest Rate | 6.80% p.a. |
| Day Basis | 360 |

Spot basis: 0.6400

What happens at maturity?

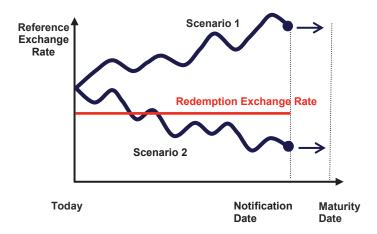
At inception you will know the exact amount you could receive at Maturity in the Investment Currency and in the Alternate Currency. What you will not know is which currency you will be repaid in.

On the agreed Notification Date, we will determine and notify you which currency you will receive at Maturity.

There are two possible outcomes:

Scenario 1: If the Reference Exchange Rate (AUD-USD) is equal to or above the Redemption Exchange Rate (0.6250) on the Notification Date, the Investment Amount plus interest will be repaid in the Investment Currency (USD). In this scenario, you will receive USD 601,586.67 at Maturity (USD 600,000 Investment Amount and USD 1,586.67 interest); and

Scenario 2: If the Reference Exchange Rate (AUD-USD) is below the Redemption Exchange Rate on the Notification Date, the Investment Amount plus interest will be repaid in the Alternate Currency (AUD), converted at the Redemption Exchange Rate (0.6250). In this scenario, you will receive AUD 962,538.67 at Maturity (USD 600,000 Investment Amount and USD 1,586.67 interest, converted at 0.6250).



Example 2: AUD Investment DCI with Alternate Currency USD.

You are an investor with AUD 1,000,000,000 to invest. You are comfortable holding investments in AUD and USD You enter into a DCI with the following details.

| AUD Investment | |
|-----------------------------|--|
| Investment Amount | AUD 1,000,000 |
| Term | 1 month (30 days) |
| Alternate Currency | USD |
| Redemption Exchange Rate | 0.6550 |
| Reference Exchange Rate | AUD-USD as at the Notification Date |
| Interest Rate | 7.00% p.a. |
| Day Basis | 365 |

Spot basis: 0.6400

What happens at maturity?

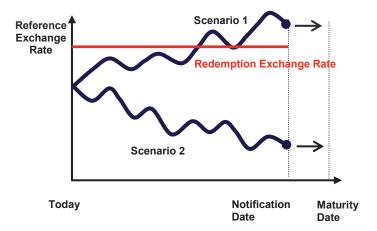
At inception you will know the exact amount you could receive at Maturity in the Investment Currency and in the Alternate Currency. What you will not know is which currency you will be repaid in.

On the agreed Notification Date, we will determine and notify you which currency you will receive at Maturity.

There are two possible outcomes:

Scenario 1: If the Reference Exchange Rate (AUD-USD) is above the Redemption Exchange Rate on the Notification Date, the Investment Amount plus interest will be repaid in the Alternate Currency (USD), converted at the Redemption Exchange Rate (0.6550). In this scenario, you will receive USD 658,768.49 at Maturity (AUD 1,000,000.00 Investment Amount and AUD 5,753.42 interest, converted at 0.6550); and

Scenario 2: If the Reference Exchange Rate (AUD-USD) is below the Redemption Exchange Rate on the Notification Date, the Investment Amount plus interest will be repaid in the Investment Currency (AUD), In this scenario, you will receive AUD 1,005,753.42 at Maturity (AUD 1,000,000 Investment Amount and AUD 5,753.42 interest).



General Information.

Early termination.

You may ask us to terminate a DCI (and withdraw the principal) at any time up to the Notification Date. We will then provide you with a termination quote. There will be a cost or gain arising as a result of termination. Accordingly, the final amount you receive in an early termination of a DCI can be either greater or less than your Investment Amount. If you accept the termination quote, we will terminate the DCI. If there are termination costs payable to us, we may deduct those costs from the amount paid to you on termination of the DCI.

Our quote will incorporate the same variables used when pricing the original DCI. These will be adjusted for the prevailing conditions in respect of the remaining term of the DCI. We will also need to consider the cost of reversing or offsetting your original transaction. When doing this we take into account the current market rates that apply to any offsetting transactions.

Interest.

Please note that interest will be calculated on a simple interest basis, based on the Interest Rate and the period of time between the date of your initial investment in a DCI and the Maturity Date specified, and will be paid into your Nominated Account at Maturity.

Business Days.

If a date specified in a confirmation does not fall on a day on which banks are open for business in Sydney ('Business Day') the relevant date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day.

Tax File Number.

When you invest in a DCI you will be asked to provide your Tax File Number ('TFN') or your Australian Business Number ('ABN').

Provision of a TFN or an ABN is not compulsory. However, if you choose not to provide a TFN or an ABN, we may be required by law to deduct withholding tax at the highest marginal tax rate plus any levies imposed by the Australian Government from time to time from the interest and remit the withheld amount to the Australian Taxation Office. Any type of investment that pays interest, unfranked dividends or unit trust distributions is affected by this legislation.

If you are exempt from quoting your TFN, you will need to provide a TFN declaration showing the type of quotation exemption you are claiming.

Withholding Tax.

If you are not a resident of Australia for tax purposes, we will be obliged to deduct withholding tax from your gross interest unless you provide evidence of an entitlement to any benefits under a double tax agreement with Australia.

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 westpac.com.au/privacy/privacy-statement, stgeorge.com.au/privacy/privacy-statement, bankofmelbourne.com.au/privacy/privacy-statement or banksa.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.

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 westpac.com.au/privacy/privacy-statement, bankofmelbourne.com.au/privacy/privacy-statement or banksa.com.au/privacy/privacy-statement (as updated from time to time).

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 us in connection with this PIS, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

Nominated account details.

You agree to provide us with your nominated account details at least two Business Days prior to Maturity. Failing this, we will hold the amount paid out at maturity on deposit 'On Demand', receiving an at call interest rate as determined from time to time by us from the Maturity Date. The 'On Demand' interest rate, as varied from time to time, will be applied to the amount paid out at maturity, until you provide us with your nominated account details. It is important to note that the 'On Demand' interest rate will not be the same as the interest rate payable under your DCI and may be a lower interest rate.

You must notify us as soon as possible if, for any reason, your contact details, your nominated account, or the signatories to your nominated account change. You acknowledge that we are not responsible for any errors or

losses resulting from your failure to notify us of a change in your contact details, your nominated account or the signatories to your nominated account.

Account combination.

We have the right to combine your DCI with any other account you hold with us. That is, we can transfer sufficient money from your DCI to clear any debt you owe us in other accounts. If we do so, the balance of your DCI will reduce by the amount used by us for this purpose. You agree that you may not set off any amounts we owe you (for example credit balances in your accounts) against amounts you owe us. If we intend to exercise our right to combine accounts, we will give you prior notice in writing at the email address shown in our records of our intention and a reasonable period to repay any amounts owed to us, unless we are exercising this right to address an immediate credit risk to us in which case we may not give prior notice. We may send such notice after we have exercised our right of combination.

Your representations.

By entering into a DCI, you will be taken to make the following representations and warranties:

- (a) Own decision. You have made your own independent decisions to enter into this DCI and as to whether it is appropriate or proper for you, and you have taken such independent financial, legal and taxation advice as you think fit prior to entering into this DCI.
- (b) No guarantee of performance. You acknowledge and understand that neither Westpac nor any other company in the Westpac group of companies stands behind or otherwise guarantees the capital value or performance of an investment in a DCI.
- (c) Authority. You have full power and authority to enter into this DCI and have obtained all authorisations and consents necessary for you to do so (which remain in effect).
- (d) **Wholesale client.** You are Wholesale Client within the meaning of the *Corporations Act 2001* (Cth).
- (e) **Australian resident.** Unless you have advised us otherwise, that you are an Australian resident for tax purposes or you carry on a business through an Australian permanent establishment.

Foreign Tax Residents.

We are required under domestic and international laws to collect and report financial information relating to individuals and organisation 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 you 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.

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, under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Laws).

In order for us to meet its regulatory and compliance obligations, we perform certain control and monitoring activities.

Upon entering into a DCI with us, you agree and provide the following undertakings and agree to indemnify us against any 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
 DCI); and
- you and your DCI 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 the 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, neither Westpac nor any other company in the Westpac group of companies are liable for any loss you suffer (including consequential loss) in connection with the transaction being delayed, blocked, frozen or refused; and
- where legally obliged to do so, we will disclose
 the information gathered to regulatory and/or law
 enforcement agencies and we may also disclose the
 information gathered to other banks, other companies in
 the Westpac group of companies, service providers or to
 other third parties.

Jurisdiction.

Your DCI will be governed by and construed in accordance with the laws of New South Wales, Australia.

Confirmations.

The commercial terms of a particular DCI will be agreed at the time of dealing. This may occur over the phone or electronically. Once we reach an agreement, both you and us are bound by the terms of the DCI.

Shortly after entering into a DCI, 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. This Confirmation evidences the transaction that 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 a discrepancy between your understanding and the Confirmation, you should raise it with your bank representative as a matter of urgency.

Financial Claims Scheme and Protected Accounts.

Where the Investment Currency of your DCI is AUD, then you may be entitled to payment under the Australian Government's Financial Claims Scheme in the event that we become insolvent. Payments under the Financial Claims Scheme are subject to a limit for each depositor for eligible deposits held with us, which includes deposits branded in the name of Westpac, St.George Bank, Bank of Melbourne and BankSA. Information about the Financial Claims Scheme can be obtained from www.fcs.gov.au

Where the Investment Currency of you DCI is not AUD, your DCI is not protected by the Australian Governments' Financial Claims scheme nor is it a 'protected account' under the *Banking Act 1959* with the result that it is not entitled to receive the priority afforded such accounts.

Dispute resolution.

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

Please talk to us first.

We aim to resolve your complaint at your first point of contact with us. Our contact details are set out on the inside cover.

What to do if you are still unhappy.

If you are not satisfied with our response, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

Online: www.afca.org.au info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

You can also contact the Australian Securities & Investment Commission (ASIC) to make a complaint and obtain further information about your rights. They have a freecall Infoline on 1300 300 630 or visit www.asic.gov.au



