



Forward Start Security Agreement

Why do you need to enter into this Forward Start Security Agreement and what does it do?

You will need to complete a Forward Start Security Agreement if you open a new deposit with Westpac that exhibits at least one of the following characteristics:

- the new deposit commences on a forward starting date; and/or
- you have agreed to make further principal contributions to your deposit at a future point in time.

As a result, Westpac is taking risk on your ability to meet this future obligation. The main purpose of this Security Agreement is to allow Westpac to make deductions from your existing Westpac deposit if you are unable to or do not make your agreed future principal contributions to your new deposit. These deductions will be for any loss Westpac suffers because of your decision not to proceed with the agreed principal contributions. Therefore you should not enter into this Forward Start Security Agreement if you do not intend or expect to be in a position to apply the balance of your existing Westpac deposit at maturity to make principal contributions to your new deposit. This is not an exhaustive summary of this Forward Start Security Agreement – you should read it in its entirety before you agree to it.

Your current Westpac deposit

This is the account you are now giving security over.

Primary account holder

ABN (if any)

Joint account holder (if any)

Account BSB

Account number

Principal balance

By signing below you agree to be bound by the Security Agreement set out below and overleaf.

Your signature(s)

Applicant's/Director's name

Applicant 2's/Director's/Secretary's name

1. Restriction on repayment of deposit.

Westpac's obligation to repay your Deposit is conditional. Despite anything in the terms of a Deposit, your Deposit is only repayable by Westpac if it has received payment and satisfaction in full of the Secured Money. If Westpac reasonably believes that a payment of the Secured Money may be set aside as a voidable preference or for any other reason, then Westpac may withhold repayment of an amount of the Deposit equal to that payment, until it is finally determined as to whether Westpac is entitled to retain that payment.

2. Set-Off.

Westpac may apply all or part of your Deposit in satisfaction of the Secured Money at any time while an Event of Default is continuing. Westpac need not make such an application, and may exchange currencies to do so. Westpac will give you 3 Business Days notice to remedy the Event of Default if it is capable of being remedied, unless we reasonably consider that immediately applying all or part of your Deposit to repayment of the Secured Money is necessary to manage a material and immediate risk.

3. Indemnity and costs.

You indemnify Westpac against any liability, loss, or reasonable cost or expense (including reasonable legal costs on a full indemnity basis and including any tax) it incurs in or as a result of the actual or reasonably contemplated enforcement of this Security Agreement.

4. Representations And Warranties.

You represent and warrant:

- you have read this Security Agreement;
- you have provided complete, accurate and truthful information in your Application Form;
- you are the sole (or together, you are the only joint) beneficial owner(s) of each Deposit, and do not hold it as trustee of a trust (unless you have disclosed to us that you are applying in your capacity as trustee of a trust); and
- you are neither bankrupt, nor insolvent (as defined in the *Corporations Act 2001*);
- (where applicants are individuals) you are aged at least 18 years; and
- (where applicants are applying in their capacity as trustee of a trust) you have properly exercised all trust powers and have full, complete and valid authority to enter into and perform your obligations under this Security Agreement.

5. Assignment.

You may not assign, or grant any Security Interest over or other interest in your rights under this Security Agreement or the Deposit, or any interest in them without Westpac's prior consent, which must not be unreasonably withheld (but which Westpac may withhold if it would prejudice the enforceability or priority of Westpac's Security Interest or rights under this Security Agreement). Any such purported dealing will be ineffective. Westpac may transfer any part of its rights and, with your consent, obligations. Westpac may disclose information relating to this Security Agreement to a potential transferee or sub-participant. Where Westpac wants to transfer any part of its obligations, you will sign when reasonably requested by Westpac a document which will effect that transfer and which does not increase your obligations or expose you to greater counterparty risk in respect of the Deposit.

6. Notices.

Any notice, demand, statement, certificate or other communication by Westpac may be given by any person whose title includes the word "manager", "counsel", "head" or any attorney authorised to do so. Notices that effect, or authorise persons to effect, monetary transactions for value, must be in writing.

Notices that effect or authorise persons to effect monetary transactions for value, must not be sent by facsimile or other electronic means unless the recipient agrees.

7. Statement.

A written statement by Westpac as to any amount of the Secured Money and any amount due in relation to a Deposit will be sufficient evidence of the amount unless you provide reasonable evidence otherwise.

8. General Advice only.

This document has been prepared without taking your financial objectives, circumstances and needs into account. Please consider its appropriateness. Westpac has not provided any tax advice or otherwise made any representations regarding tax consequences of this Security Agreement.

9. 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 or by calling us on 132 032. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint. 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 a 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 us in connection with this Agreement, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

10. 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 (as updated from time to time).

11. Governing Law And Jurisdiction.

This letter is governed by New South Wales law.

12. Definitions.

In this Security Agreement:

Bank Document means a document, agreement or arrangement (whether or not in writing):

- to which Westpac and you are, or become parties; or
- under which obligations arise from you to Westpac,
- in each case, whether or not other parties are involved and whether or not it arises as a result of an assignment or transfer. It includes an application for a customised deposit (such as a Tailored Deposit) and this Security Agreement.

Business Day means a day we are open for business and does not include a Saturday, Sunday or public holiday.

Forward Start Security Agreement.

Deposit means the account identified above as 'your current Westpac deposit', and includes any accretions or additions to it, and any deposit, security or credit account into which all or part of the deposit is converted or rolled over.

Event of Default means where:

- you do not pay on time any amounts due under any Bank Document;
- you do something you agree not to do, or don't do something you agree to do, under any Bank Document;
- you, or someone acting on behalf of any of you, give us incorrect or misleading information, or make a declaration which is untrue, in connection with a Bank Document;
- you become insolvent, or steps are taken to make you insolvent,
- if you are a natural person, you die; or
- we reasonably believe that there has been a material adverse change in your ability to comply with obligations in connection with any Bank Document.

Secured Money means all the money you may owe to Westpac for any reason under or in relation to the Bank Documents, whether the money is or becomes owed now or in the future, by you alone, or together with one or more others, or actually or contingently – and includes at any time:

- interest, fees and other charges (whether or not they are charged to your account with Westpac);
- money in respect of a surety for the liabilities of another person, or owed because of an assignment to Westpac; and
- money which will become payable to Westpac by you only if particular circumstances occur, even though you may not at a particular time be under an existing obligation to pay that money (for example damages or compensation).

Security Interest includes any mortgage, pledge, lien, charge or other security or any arrangement which gives a creditor a preferential right to an asset or its proceeds.

Westpac, we, our, means Westpac Banking Corporation ABN 33 007 141 457 AFSL 233 714.

You, your means each of the applicants identified on the front page of this Security Agreement. Where there is more than one of you, each of you jointly and severally give each representation or warranty, and jointly and severally undertake to perform each obligation.