

# Wholesale Notice Deposit



## About this document.

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

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

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

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

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

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

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

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

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

This additional information is not part of your contract.

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

## The Deposit.

Your deposit is an investment of money you place with us. The initial amount of your deposit is the "opening balance". We'll pay you a variable rate of interest on your daily deposit balance. You'll need to give us at least 45 calendar days' notice if you'd like to withdraw your deposit.

### Opening your deposit.

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

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

### Deposit amount.

We may set a minimum opening balance amount you can invest and a minimum balance that you must maintain.

The current minimum opening balance amount is NZ\$10,000,000.

The current minimum balance is NZ\$5,000,000.

There is currently no maximum amount you can invest. Any further deposit amount must be at least NZ\$500,000.

From time to time we may change these amounts. Please contact your relationship manager or your financial markets dealer for further details.

### Currency.

Your deposit must be in New Zealand dollars.

## Fees.

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

## Interest.

You'll earn interest on the daily balance of your deposit. The rate of interest will vary over time and may include a margin rate.

We'll determine the interest rate daily by taking the current Official Cash Rate published by the Reserve Bank of New Zealand (the "OCR") and adding your deposit's current margin rate. Please be aware that the interest rate may be a positive number, zero or a negative number (depending on current market interest rates and the OCR). Your margin rate may also be positive, zero or a negative number.

We'll tell you what your margin rate is at the time you open your deposit.

We may decrease your margin rate by giving you 45 days' notice (which will include notice of when the new margin rate will take effect). The 45 calendar day notice period does not include the date the notice is provided.

### Interest calculation.

The interest you earn on your deposit (the "interest amount") will be calculated daily by applying the relevant interest rate to your daily balance. We'll make this calculation based on a 365 day year.

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

### Interest payment.

We'll pay you any interest you earn on your deposit daily unless we agree another payment frequency. Before we pay any interest we'll deduct any applicable taxes or government charges.

If an interest amount is negative, the amount will be deducted from the current balance of the deposit.

We may agree with you that interest is to be paid or deducted at other times or frequencies (rather than daily).

## Repayment and withdrawals.

### Minimum notice period.

You'll need to give us at least 45 calendar days' notice if you'd like to withdraw your deposit. The 45 calendar day notice period does not include the date the notice is received. This notice must be in writing – it can't be provided by telephone.

We may also choose to repay all or some of the deposit to you on 45 calendar days' notice, including where the balance of the Deposit is less than the Minimum Balance.

 You won't be able to access any of the funds in the deposit unless you have given us 45 days' notice.

### Withdrawal.

Provided you give us enough notice, you can withdraw all or some of your deposit on any business day during our normal operating hours.

If you want to keep some funds in the deposit, the balance must be equal to or more than the minimum balance amount set out above.

## Payments.

### General repayment.

If your deposit is to be withdrawn in full, we'll repay you the current balance together with any interest amount that we owe you. However, before we pay you this sum, we'll deduct:

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

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

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

We'll pay the closing balance to your nominated New Zealand bank account. If you don't provide us with a nominated New Zealand bank account we'll pay the closing balance to a bank account in your name. If you hold your deposit jointly with someone else, we'll pay the closing balance to an account held in the name of all joint holders (unless all of you authorise us to pay the amount to a different account).

## Tax.

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

### Deductions and gross-up.

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

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

See the next sections for further information.

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

### New Zealand tax resident investors.

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

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

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

### Non-resident investors.

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

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

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

### Joint Deposits.

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

## Amounts we owe you and eligibility.

### Amounts we owe you.

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

### Eligibility – Selling restrictions.

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

- an "investment business"
- "large" or
- a "government agency",

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

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

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

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

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

## General.

### Payment dates.

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

### Communications.

We may communicate with each other electronically.

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



**Notices in relation to withdrawal of funds must be provided in writing – this includes if the notice comes from your authorised dealer.**

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

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

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

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

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



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

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

### Changes to these terms.

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

### Governing law.

These terms are governed by New Zealand law.

### Other disclosure.

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

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

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

These terms are effective from 17th November 2023.