



Indicative Terms Sheet dated 30 June 2023

Floating Rate Notes due 6 July 2026

This Terms Sheet should be read together with the Product Disclosure Statement dated 20 December 2022 (**PDS**) and Note Deed Poll dated 21 November 2016 (as amended and supplemented from time to time) (**Deed Poll**) referred to below before making any investment decision. When issued in final form, this Terms Sheet constitutes the "Final Terms" of the Notes.

Unless the context otherwise requires, capitalised terms in this Terms Sheet have the meaning given in the PDS and the Deed Poll.

Issuer	Westpac New Zealand Limited (Westpac NZ or the Issuer)
Lead Manager	Westpac Banking Corporation (ABN 33 007 457 141) (acting through its New Zealand branch)
Instrument	NZ\$ Floating Rate Notes (Notes)
Status	Senior, unsecured and unsubordinated obligations of Westpac NZ
Issuer's Rating	AA- (stable) by S&P Global Ratings Australia Pty Limited (S&P) A1 (stable) by Moody's Investors Service Pty Limited (Moody's) A+ (stable) by Fitch Ratings Limited in respect of long term senior unsecured and unsubordinated debt obligations
Rating of Notes	An application will be made to S&P and Moody's to obtain an issue-specific credit rating for the Notes
Ratings Generally	The ratings described above are current at the date of this Terms Sheet and may be subject to revision, suspension, or withdrawal at any time by the assigning rating organisation A credit rating is not a recommendation to purchase, sell or hold an investment. Such ratings are subject to revision, qualification, suspension or withdrawal at any time by the assigning rating agency
Registrar and Paying Agent and Settlement	Link Market Services Limited Payments will be settled through NZClear
Issue Size	Up to NZ\$100,000,000 with unlimited over-subscriptions at the discretion of Westpac NZ
Documentation	The Notes are offered under Westpac NZ's Medium Term Note Programme as described in the PDS. A copy of PDS and other useful information about this offer may be obtained from companiesoffice.govt.nz/disclose The Notes are to be issued pursuant to the Deed Poll. When issued in final form, this Terms Sheet constitutes the "Final Terms" of the Notes
Term to Maturity	3 years
Opening Date	Friday, 30 June 2023
Closing Date	2:00pm, Friday, 30 June 2023 (or earlier at the sole discretion of Westpac NZ)
First Reference Rate Set	Thursday, 6 July 2023
Issue Date	Thursday, 6 July 2023

Maturity Date	Monday, 6 July 2026
Interest Rate	The Interest Rate will be equal to the higher of 0% and the sum of the Reference Rate plus the Margin (which may be above or below the Indicative Margin)
Reference Rate	The Bank Bill Rate, being (as more particularly defined in the Deed Poll) the 3 month FRA settlement rate (rounded to the nearest 4 decimal places, with 0.00005 being round up) as displayed at or around 10:45am on page BKBM of the Thomson Reuters Screen (or its successor page) on the first day of the Interest Period. If the Bank Bill Rate becomes unavailable the Issuer will replace it with an Alternative Reference Rate as described in "BKBM Disruption Event" below.
Indicative Margin	[0.73 - 0.75]%
Payment of Interest	Interest will be paid to the registered holder of the Notes as at the Record Date in respect of each Interest Payment Date
Interest Payment Dates	Interest is paid quarterly in arrear on 6 January, 6 April, 6 July and 6 October in each year, commencing on 6 October 2023, until (and including) the Maturity Date
Interest Period	Each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. This first Interest Period commences on (and includes) the Interest Commencement Date and the final Interest Period ends on (but excludes) the Maturity Date
Issue Price	Par (NZ\$1.00) per Note
Currency	New Zealand Dollars
Business Days	Auckland, Wellington
Day Count Fraction	Actual/365 (Fixed) (as defined in the Deed Poll)
Business Day Convention	Modified Following Business Day Convention (as defined in the Deed Poll)
Minimum Application and Minimum Holding	Minimum holding and application amount of NZ\$5,000 with integral multiples of NZ\$1,000 thereafter
Record Date	10 calendar days before the Interest Payment Date or, if not a Business Day, the immediately preceding Business Day
ISIN	[*]
NZClear Code	[*]
Listing	Unlisted
Repo-eligibility	Westpac NZ intends to apply to the RBNZ for the Notes to be accepted as eligible securities for RBNZ domestic operations
Governing law	New Zealand
Jurisdiction and Selling Restrictions	<p>The Notes will be offered for subscription to institutional and retail investors, in New Zealand only. The Notes are not being offered to the public in any other jurisdiction</p> <p>The Notes may only be offered for sale or sold in conformity with all applicable laws and regulations in any jurisdiction in which the Notes are offered, sold or delivered. No product disclosure statement, information memorandum, advertisement or other offering material in respect of the Notes may be published, delivered or distributed in or from any country or jurisdiction except under circumstances which will result in compliance with all applicable laws</p>

BKBM Disruption Event	<p>If a BKBM Disruption Event (as defined below) occurs, the Issuer:</p> <ul style="list-style-type: none"> (i) will use as the Reference Rate such Alternative Reference Rate (as defined below) as it may determine, despite Condition 12.4(b) (as set out in the Deed Poll) and otherwise in accordance with the Conditions (including the below provisions); (ii) will make such adjustments to the Conditions as it determines are reasonably necessary to calculate interest in accordance with such Alternative Reference Rate; (iii) in making the determinations under paragraphs (i) and (ii) above: <ul style="list-style-type: none"> (A) will act in good faith and in a commercially reasonable manner; (B) may consult with such sources of market practice as it considers appropriate; and (D) may otherwise make such determination in its discretion; and (iv) will, at least 5 Business Days prior to the start of the first Interest Period for which an Alternative Reference Rate will be used, notify Holders of the Notes and the Registrar of its decision to use the Alternative Reference Rate. <p>Alternative Reference Rate means, in respect of an Interest Period, (1) the rate determined by the Issuer at or about 10.45am or such other time as is customary for determining the rate on the first day of the Interest Period as a rate that is generally accepted in the market for bank securities denominated in New Zealand dollars with an interest period of, or of about, 3 months, or (2) if the Issuer is not able, after making reasonable efforts, to ascertain such rate, or there is no such rate:</p> <ul style="list-style-type: none"> (i) a reference rate that is, in the Issuer's opinion, appropriate to bank securities denominated in New Zealand dollars with an interest period of, or of about, 3 months; or (ii) such other reference rate as the Issuer considers appropriate having regard to available comparable indices, <p>in each case expressed as a percentage and rounded to the nearest four decimal places (with 0.00005 per cent. being rounded up).</p> <p>BKBM Disruption Event means a determination by the Issuer that the rate referred to in the definition of "Bank Bill Rate in Condition 12.4(a) (as set out in the Deed Poll) has become unavailable.</p> <p><i>The occurrence of a BKBM Disruption Event and application of an Alternative Reference Rate may result in the Notes performing differently (which may include payment of a lower interest rate) than if the Bank Bill Rate had continued to be available and apply to the Notes.</i></p>
Other Disclosure	<p>The Notes are not guaranteed by Westpac Banking Corporation ABN 33 007 457 141 (WBC) or by any other person. The Notes do not represent a protected account, deposit or liability of WBC or any other company in the WBC group other than Westpac NZ</p>

IMPORTANT INFORMATION

Westpac Institutional Bank refers to the brand under which products and services are provided by Westpac Banking Corporation ABN 33 007 457 141 (Westpac) or Westpac New Zealand Limited (company number 1763882) (WNZL). Any product or service made available by WNZL does not represent an offer from Westpac or any of its subsidiaries (other than WNZL). Neither Westpac nor its other subsidiaries guarantee or otherwise support the performance of WNZL in respect of any such product. WNZL is not an authorised deposit-taking institution for the purposes of Australian prudential standards. This Terms Sheet is issued in New Zealand and is intended for distribution in New Zealand only.

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Westpac and its Related Parties, to the fullest extent permitted by law, disclaim all and any responsibility for and shall not be liable in any way whatsoever (whether in negligence or otherwise) for any loss, damage, cost or other liability of any nature which may be suffered or incurred by any person relying upon this Terms Sheet (or any Information (including errors, defects, misrepresentations or omissions contained in this Terms Sheet), or otherwise arising in connection with the content of or any omission from this Terms Sheet.

By subscribing for or purchasing Notes, each noteholder indemnifies the Issuer and Westpac against any liabilities, losses, damages, costs and expenses (including without limitation reasonable legal costs and expenses on a full indemnity basis) sustained or incurred by the Issuer or Westpac to the extent it is a direct consequence of the failure of that person to comply with the selling restrictions set out in the Terms Sheet. Investors are advised that Westpac cannot accept bids that have been inflated in the expectation of being scaled on allocation and that all bids should reflect the investor's true demand for the Notes.

This Terms Sheet is subject to and must be read in conjunction with the Product Disclosure Statement and the terms and conditions of the Notes. This Terms Sheet must not be issued, circulated or distributed unless accompanied by the Product Disclosure Statement.

The current disclosure statements for the New Zealand division of Westpac Banking Corporation and for Westpac New Zealand Limited can be obtained at the internet address <http://www.westpac.co.nz>.