

Westpac Banking Corporation

A.B.N. 33 007 457 141

AND

**The Treasurer of New South Wales for and on behalf of the Crown in
the right of the State of New South Wales**

DEED OF VARIATION

to

**DEED OF AGREEMENT FOR TRANSACTIONAL
BANKING SERVICES**

No. 7/2016

WESTPAC BANKING CORPORATION
IB LEGAL

DEED dated 20th day of September 2016
between:

1. **THE TREASURER OF NEW SOUTH WALES FOR AND ON BEHALF OF THE CROWN IN RIGHT OF THE STATE OF NEW SOUTH WALES** C/- 52 Martin Place, Sydney 2000 in the State of New South Wales ("**State**"); and
2. **WESTPAC BANKING CORPORATION ABN 33 007 457 141** of Level 20, Westpac Place, 275 Kent Street, Sydney 2000 NSW ("**Service Provider**").

RECITALS

- A. The State and the Service Provider have entered into a Deed of Agreement for Transactional Banking Services dated 21 March 2013 which was subsequently amended by Deeds of Variation No.1/2013 dated 17 October 2013, No. 2/2014 dated 14 April 2014, No. 3/2014 dated 18 June 2014, No. 4/2015 dated 1 June 2015, No. 5/2016 dated 11 March 2016 and No. 6/2016 dated 18 July 2016 ("the Agreement").
- B. The State has requested that the Term of the Agreement be extended for a further period of one (1) year.
- C. The State and the Service Provider have agreed to vary the Agreement to allow for the extension of the Term to 31 March 2019.

IT IS AGREED as follows.

DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms not defined in this Deed have the meaning given to them in the Agreement.
- 1.2 Clause 1.2 of the Agreement will apply to this Deed as if set out in full.
- 1.3 This Deed shall take effect as and from the date of this Deed, and shall continue until the expiration or sooner determination of the Term of the Agreement.

VARIATION

The terms of the Agreement are varied as follows:

- 2.1 Clause 1 - delete the definition of 'Term' and insert instead:

""**Term**" means the period of 6 years from 1 April 2013 to 31 March


2019.”

RATIFICATION

- 3.1 The Parties confirm that subject to the terms of this Deed, the Agreement in all other respects will remain unaltered.
- 3.2 This Deed is governed by the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in that State and the courts of appeal therefrom.

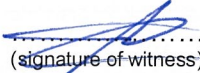
Signed sealed and delivered for and on behalf of the Crown in right of the State of New South Wales by:

Simone Constant, Deputy Secretary, Financial Risk Management & Transformation
(insert name and position)


(signature of Treasurer's delegate)

as the duly authorised delegate of the Treasurer of New South Wales in the presence of:

Charles Cho
(insert name of witness)


(signature of witness)


Signed sealed and delivered for and on behalf of

WESTPAC BANKING CORPORATION

ABN 33 007 457 141


Jonathan Ross
by ~~Leith Wintour~~
(print attorney's name)

in the presence of:


(witness signature)

(Witness name): JOANNE LEVAR

WESTPAC BANKING CORPORATION
by its Attorney who respectively states that he/she holds the office in Westpac indicated under his/her signature and has no notice of the revocation of the Power of Attorney dated 17 January 2001 registered Number 332 Book 4299.


(attorney's signature)

(Attorney's Tier) ~~Three~~ ONE

Westpac Banking Corporation

A.B.N. 33 007 457 141

AND

**The Treasurer of New South Wales for and on behalf of the Crown in
the right of the State of New South Wales**

DEED OF VARIATION

to

DEED OF AGREEMENT FOR NSW GOVERNMENT

CARD SERVICES

No. 5/2016

DEED dated 20th day of September 2016
between:

1. THE TREASURER OF NEW SOUTH WALES FOR AND ON BEHALF OF THE CROWN IN RIGHT OF THE STATE OF NEW SOUTH WALES C/- 52 Martin Place, Sydney 2000 in the State of New South Wales ("State"); and
2. WESTPAC BANKING CORPORATION ABN 33 007 457 141 of Level 20, Westpac Place, 275 Kent Street, Sydney 2000 NSW ("Service Provider").

RECITALS

- A. The State and the Service Provider have entered into a Deed of Agreement for NSW Government Card Services dated 21 March 2013 which was subsequently amended by Deeds of Variation No. 1/2013 dated 17 October 2013, No. 2/2014 dated 18 June 2014, No. 3/2015 dated 1 June 2015 and No. 4/2015 dated 30 September 2015 ("the Agreement").
- B. The State has requested that the Term of the Agreement be extended for a further period of one (1) year.
- C. The State and the Service Provider have agreed to vary the Agreement to allow for the extension of the Term to 31 March 2019.

IT IS AGREED as follows.

DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms not defined in this Deed have the meaning given to them in the Agreement.
- 1.2 Clause 1.2 of the Agreement will apply to this Deed as if set out in full.
- 1.3 This Deed shall take effect as and from the date of this Deed, and shall continue until the expiration or sooner determination of the Term of the Agreement.

VARIATION

The terms of the Agreement are varied as follows:

- 2.1 Clause 1 – delete the definition of 'Term' and insert instead:

“**Term**” means the period of 6 years from 1 April 2013 to 31 March 2019.”

RATIFICATION

- 3.1 The Parties confirm that subject to the terms of this Deed, the Agreement in all other respects will remain unaltered.
- 3.2 This Deed is governed by the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in that State and the courts of appeal therefrom.

Signed sealed and delivered for and on behalf of the Crown in right of the State of New South Wales by:

Simone Constant, Deputy Secretary
Financial Risk Management &
Transformation

(insert name and position)

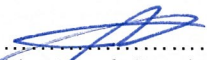


(signature of Treasurer's delegate)

as the duly authorised delegate of the Treasurer of New South Wales in the presence of:

Charles Cho

(insert name of witness)



(signature of witness)

Signed sealed and delivered for and on behalf of

WESTPAC BANKING CORPORATION

ABN 33 007 457 141

Jonathan Ross
by ~~Loth Wintour~~
(print attorney's name)

in the presence of:




(witness signature)

(Witness name): JOANNE LEVAR

WESTPAC BANKING CORPORATION

by its Attorney who respectively states that he/she holds the office in Westpac indicated under his/her signature and has no notice of the revocation of the Power of Attorney dated 17 January 2001 registered Number 332 Book 4299.



(attorney's signature)

(Attorney's Tier) ~~Three~~ One