

Terms sheet for provision of Financial Intermediary (FI) Services

This terms sheet is to be signed by the provider of FI Services (**the Provider**) and the employee who will be providing the services to the TAC (**we/us/our**) client on Individualised Funding (**the Client**) on the Provider's behalf (**the Employee**).

Before the Provider and the Employee are able to provide FI Services to the Client they must both read and sign this terms sheet and return it to the TAC.

TERMS

Approval

1. Before the Provider begins providing FI Services the Provider must be approved under section 23 of the TAA to provide FI Services and must cease to provide the services if this approval is revoked.

Powers of the Employee

2. The Employee will be given access to the Account online through Westpac's Corporate Online service. He/she must only use Corporate Online to make or approve transfers for the payment of, or to BPAY or approve BPAY requests for, Purchasable Services received by the Client. He/she must comply with Westpac's Corporate Online Terms and Conditions.
3. The Employee must only act on the instructions of the Client.

Obligations

4. The Employee must monitor all invoices and payments made for the Client's Purchasable Services to ensure that the Client has been charged the correct amount and that the Employee pays the correct amount.
5. The Employee must regularly check the transaction list on Corporate Online for errors and to ensure it is true and accurate.
6. If the Employee notices or suspects any issues or mistakes he/she must

immediately report them to the TAC and the Client.

7. If the Employee is taking extended leave that will interrupt the payment of Purchasable Services or will cease providing FI Services to the Client, the Provider or the Employee must inform the TAC. The Provider must appoint a substitute Employee to provide the services who is acceptable to the Client.
8. The Provider and the Employee must comply with section 131 of the TAA and with the Privacy Laws as if they applied to each of them.

Restrictions

9. The Provider and/or the Employee must not:
 - a. make cash withdrawals from the Account;
 - b. set up direct debits from the Account;
 - c. link the Account to any other accounts or to any other products or rewards programs;
 - d. deposit money into the Account other than to receive a refund of money paid out for Purchasable Services;
 - e. make a payment for a Purchasable Service without citing an invoice for that service;
 - f. pay an amount for a Purchasable Service other than the amount listed on the invoice;
 - g. pay for Purchasable Services, other than equipment, before they have been provided to the Client.
 - h. provide any other services to the Client that would be paid out of the Account while they are providing FI Services to the Client.

Liability to reimburse

10. If the Provider and/or Employee breach the terms of this document by using any of the funds for a purpose other than paying for Purchasable Services received by the Client the full amount that was paid in breach becomes a debt due by the Provider to us, and the Provider must

pay the debt within fourteen days of receiving a request from us to do so.

Receipts

11. The Provider must obtain and retain copies of all invoices for the Client's Purchasable Services that are paid out of the Account by the Employee (the Client must retain the original) for seven years after they are paid and while they continue providing FI Services to the Client. Copies of all invoices must be provided to us in electronic form should the Provider cease to provide FI Services to the Client.
12. The Provider must provide us with any invoices or copies of invoices for the Client's Purchasable Services that we ask for and which are in its possession or which it can reasonably obtain within seven days of our request.

Right to ask for information

13. To the maximum extent permitted by law, the Provider and/or the Employee must provide us with details, as well as any relevant documentation, regarding any transaction from or to the Account, any services to which the transaction relates, their use of the Account or the Account balance within 7 days of a request from us.

DEFINITIONS

the Account means the Westpac account set up to facilitate the Client's Individualised Funding.

Corporate Online means the Corporate Online electronic banking platform provided by Westpac, or any product which replaces it.

Corporate Online Terms and Conditions means the Westpac Corporate Online Terms and Conditions as updated or replaced from time to time.

Financial Intermediary Services means the services described in the TAC's Financial Intermediary Services for Individualised Funding Clients policy as updated from time to time.

Privacy Laws means the *Information Privacy Act 2000 (Vic)* and the *Health Records Act 2001 (Vic)*.

Purchasable Services means any services which are **approved services** as that term is defined under section 61A of the *Transport Accident Act 1986 (Vic)*.

TAA means the *Transport Accident Act 1986 (Vic)*.

Westpac means the Westpac Banking Corporation ABN 33 007 457 141

Signatures

Signed by an authorised representative of the Provider,

in the presence of:

.....
Witness Authorised Representative

.....
Full name Date

.....
Date

Signed by the Employee,

in the presence of:

.....
Witness Financial Intermediary

.....
Full name Date

.....
Date

