



Easy BPAY – Biller Agreement

(short form).

Before this form is completed, please read the section titled 'Privacy Statement'.

Biller ("you")

Name

ABN

ACN

Biller is incorporated in Australia (if the Biller is a company), ordinarily resident in Australia (if the Biller is a sole trader) or formed or created in or under the laws of Australia (if the Biller is any other type of entity, including a partnership, trust or governmental entity) - (Please tick to confirm)

Address

Address for services of notices As above

Fax
 Not applicable

Authority execution

Please refer to the Signature Section and choose one Biller Authority Execution to complete.

Biller institution ("we")

Name **Westpac Banking Corporation**

ABN 33 007 457 141

Address
Level 18, Westpac Place
275 Kent Street
Sydney NSW 2000

Address for service of notices
Level 1, Westpac Place
275 Kent Street
Sydney NSW 2000

Details

Biller code.

To be notified to the Participating Biller in writing by the Institution.

Nominated Account.

To be notified to the Institution by the Participating Biller in the BPAY® Load Form.

Payment Methods.

The following Payment Methods are accepted by the Institution:

- Non credit card account method
- Credit card account method

The Participating Biller will nominate the applicable Payment Method in the BPAY Load Form.

Fees.

Payable by the Participating Biller to the Biller Institution for the services provided by the Institution under this agreement are set out in the Pricing Agreement.

Date of this agreement.

See Signing page.

Things you should know: Agreement based on Version 19.0 (1 January 2019) BPAY Scheme documents. © Registered to BPAY Pty Ltd ABN 69 079 137 518.

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Interpretation

This agreement must be read in conjunction with the Biller Operations Manual (short form) attached to this agreement (“**Operations Manual**”). At the end of the Operations Manual the meaning of some of the terms used in this agreement is explained.

In this agreement:

BPAY Load Form means the form available on the Biller Institution’s corporate forms website on which this agreement also appears.

Pricing Agreement means the pricing schedule accompanying the proposal issued by the Biller Institution detailing the services referred to in this agreement, as amended by the parties in writing from time to time.

Signature section

Biller Institution

SIGNED By:

Name of authorised representative for Westpac Banking Corporation ABN 33 007 457 141

in the presence of:

Signature of witness

Signature

Name of witness (BLOCK LETTERS)

By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of Westpac Banking Corporation

Date

Biller: The Biller is an Australian company registered with ASIC and is not signing under power of attorney or delegated authority.

SIGNED for and on behalf of:

ACN

Director (Signature)

Name (Please Print)

Director/Secretary (Signature)

Name (Please Print)

Date of acceptance

Signature section (continued)

Biller: The Biller is signing under a power of attorney.

ACN

Signed By

as attorney for

under power of attorney registered Book

no

in the presence of: Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Occupation of witness

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Date

Biller: The Biller is signing as a non-company organisation and is not signing under power of attorney.

SIGNED for and on behalf of:

ABN/ACN

Official Designation

Signature

Name (Please Print)

Date of acceptance

Official Designation

Signature

Name (Please Print)

Signature section (continued)

Biller: The Biller is signing under delegated authority.

By the authority of a resolution of the directors of the organisation (at a properly constituted meeting, where a meeting is required), I/we were authorised to sign this document in the name and on behalf of the organisation:

SIGNED for and on behalf of:

ABN/ACN

Official Designation

Signature

Name (Please Print)

Date of acceptance

Official Designation

Signature

Name (Please Print)

Terms

1. Offer to facilitate participation in BPAY Payments.

We are a member of the Scheme and we subscribe to BPAY Payments. You want to receive payments from your customers through BPAY Payments using the Payment Methods.

We offer to facilitate your participation in BPAY Payments on the terms set out in this offer.

2. How you accept.

You may accept our offer by signing the attached copy of this document and returning it to us. When you do this an agreement between you and us is formed (“this **agreement**”).

3. Authority.

You authorise us to:

- (a) accept Payments from your customers made using the Payment Methods; and
- (b) credit and debit to your Nominated Account all amounts contemplated by this agreement and the Operational Manual.

4. Our obligations.

We agree to comply with our obligations under the BPAY Payments Module and Scheme Documents and under the Operations Manual as a “Payer Institution” and a “Biller Institution” (and exercise reasonable skill and care in doing so).

5. Operations Manual.

5.1 Compliance with Operations Manual.

You:

- (a) acknowledge that, before entering into this agreement, you had an opportunity to obtain a copy of the Operations Manual, which is available on request from your relationship manager or Westpac representative;
- (b) agree to perform all your obligations as a participating biller as set out in the Operations Manual and otherwise comply with the terms of the Operations Manual; and
- (c) give the representations and warranties and make the acknowledgements set out in the Operations Manual.

5.2 Inconsistencies.

To the extent of any inconsistencies, this agreement prevails over the Operations Manual.

6. Termination.

6.1 Voluntary termination.

Either party may terminate this agreement by giving the other party 90 days’ written notice of termination.

6.2 Termination on default.

Default occurs if:

- (a) either party does something they agree not to do under this agreement or doesn’t do something they agree to do under this agreement and (if remediable) does not remedy that default within 3 Banking Business Days after notice of the default is given by the non-defaulting party; or
- (b) a party suspects on reasonable grounds that the other party has committed or will commit a fraudulent act in connection with the Scheme; or
- (c) an adverse change occurs in your business, assets or financial condition which, in our reasonable opinion, will affect your ability to perform your obligations under this agreement.

If a party is in default, the other party may terminate this agreement by notice either with immediate effect or with effect from the date set out in the notice.

6.3 Automatic termination.

This agreement terminates immediately if we cease to be a member of the Scheme or if our subscription to BPAY Payments is cancelled for any reason.

Terms (continued)

6.4 Consequences of termination.

On termination of this agreement, you must:

- (a) immediately advise your customers that they can no longer give Payer Directions;
- (b) continue to maintain a Nominated Account and promptly process Biller Information Files and otherwise comply with your obligations in the Operations Manual for a period of 60 Banking Business Days after termination.

This clause survives termination of this agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.

Also see the Operations Manual for other obligations on termination.

7. Fees and charges.

- (a) You must pay us the fees specified in the Details.
- (b) If we vary the fees payable in accordance with clause 9, you may terminate this agreement.
- (c) You authorise us to debit your Nominated Account for any amounts payable by you under this agreement.
- (d) Information on current standard fees and charges is available on request.

8. No dealings.

You must not assign or otherwise deal with your rights under this agreement without our prior written consent (which consent will not be unreasonably withheld).

9. Variation.

We will notify you in writing of changes as soon as reasonably possible unless we believe the change is unfavourable to you in which case we will give you at least 30 days' notice. You may terminate this agreement by giving us written notice at any time before such variation takes effect. Any such termination under this clause 9 will take effect on the day before the date notified by us that the variation takes effect.

10. Indemnity.

- (a) Subject to the other party's compliance with clause (b), each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
 - (i) any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees, agents and independent contractors with respect to the performance of its obligations or the exercise of any of its rights under this agreement;
 - (ii) any claim by a Payer Customer, Biller Institution, Payer Institution, the CIP, BPAY or any other person for any breach by the Indemnifying Party of any applicable laws or this agreement; or
 - (iii) any use of the Marks by the Indemnifying Party other than as permitted by this agreement, except to the extent that such Liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in clause 10(a)(i) to (iii) (inclusive).
- (b) In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to clause 10(a), that party must:
 - (i) give notice of any such claim to the other party;
 - (ii) consult with the other party in relation to any such claim and use its best endeavours to appoint counsel acceptable to both parties but without an obligation to do so; and
 - (iii) not settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- (c) Subject to clause 10(f), we are not liable to you for any loss or damage suffered by you as a result of the failure or disruption of any process or computer beyond our reasonable control unless the loss or damage results from a breach of this agreement by us.

Terms (continued)

- (d) Subject to clause 10(f), our liability to you to in connection with BPAY Payments for a missing or erroneous payment not caused by our fraud, wilful misconduct or negligence is limited to reimbursing or waiving any costs or interest which would ordinarily not be payable had the error not occurred (such as fees ordinarily charged to you in connection with any late payment, or any other expenses which you may incur including under any law as a result of the error, but excluding any indirect, special or consequential loss, Costs or damages), unless we are able to recover a higher amount from a third party responsible for the missing or erroneous payment, in which case our liability is limited to the amount that we recover from the third party.
- (e) For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.
- (f) Nothing in this agreement excludes, restricts or modifies any rights or remedies, or guarantees, conditions or warranties, that are implied or imposed by law in relation to contracts for the supply of goods or services that may not be excluded, restricted or modified at all or only to a limited extent (Prescribed Terms).
- (g) Our liability for breach of a Prescribed Term is limited where permitted by law to, at its discretion, either supplying the service again or paying the cost of the re-supply.

11. Governing law.

This agreement is governed by the law in force in New South Wales.

12. Banking Code of Practice.

- (a) We have adopted the *Banking Code of Practice 2019* (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.
- (b) If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistencies with, this agreement.
- (c) You can obtain a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you.
- (d) The Biller recommends that its customers:
 - (i) inform Westpac promptly if they are in financial difficulty; and
 - (ii) carefully read the terms and conditions applying to each banking service including this agreement.

13. 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 through your relationship manager or Westpac representative. 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.

14. 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 Westpac 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.

15. External Service Providers.

We may subcontract any of our rights and obligations to another person in Australia or overseas, although Westpac will remain responsible for such obligations.

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 the Westpac Privacy Statement which is available at westpac.com.au/privacy/privacy-statement (as updated from time to time).

Pricing agreement

Transaction Fee (debit account and credit account): \$0.80 + GST.

Establishment Fee: \$150 + GST.

(for standard individual statement credits only)

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