SALARY PACKAGING SERVICES FOR EMPLOYEES TERMS & CONDITIONS

This document sets out Terms & Conditions upon which Paywise provides salary package services to you.

1. Definitions and Interpretation

Business Day means a weekday on which banks are open for business in Perth, Western Australia.

Salary Package refers to your salary package comprised of a cash component and other benefits selected by you and administered by Paywise in accordance with these Terms & Conditions.

Employer's Salary Packaging Policy refers to salary packaging policies as may be notified by your employer. If your employer has such a policy, this will be expressly advised to you by Paywise.

Salary Packaging Services or Services are the salary packaging services provided to you by Paywise (and third-party providers) and include:

a) provision of information to you to assist you in selecting a Salary Package;
b) information as to how your Salary Package will be administered;
c) administration of your Salary Package;
d) payment of benefits selected by you that form part of your Salary Package;
e) reporting to you on your Salary Package; and
f) additional services as determined by Paywise from time to time and notified on its website or as otherwise approved by your employer.

Only benefits identified in an approved list of benefits notified by Paywise on its website as part of the Services and updated from time to time or benefits otherwise approved by your employer may be salary packaged through Paywise.

The Services do not include the provision of financial advice to you. Paywise is not (and will not be) your agent, or otherwise act in a trustee or fiduciary capacity on your behalf.

Upon change in any applicable law, if it is determined by Paywise that the provision of the Services, or any relevant Service, is no longer compliant with any applicable law, Paywise may discontinue administering the relevant Service or alter the way it is being administered to comply with the relevant laws.

In providing the Services, Paywise will comply with its Privacy Policy, accessible at paywise.com.au/privacy-policy.

The Services come with guarantees under the Australian Consumer Law that cannot be excluded or restricted by these Terms & Conditions and any clause that excludes or restricts your rights under those guarantees is subject to the Australian Consumer Law.

2. Acceptance and Term

a. The Services will be provided to you from the date when your completed application form is received by Paywise and until such time as a Service is terminated in accordance with these Terms & Conditions and the Agreement for the Provision of Salary Packaging Services with your employer ('Employer Agreement'). By completing the application form, you are indicating your agreement with and understanding of these Terms & Conditions.
b. The application form may be completed:
    i. in writing by obtaining the form from Paywise's website or in hard copy from other authorised sources; or
    ii. electronically by completing the form on Paywise's website; or
    iii. verbally, over the telephone with the Paywise service centre.
c. The information provided by you in the application form must be true, complete and accurate. This includes, without limitation, your current salary and wages information. You must inform Paywise immediately of any changes to the information provided by you in the application form.
d. You acknowledge that certain changes to your salary packaging arrangements, as instructed by you, can be made over the telephone without the requirement for the change to be implemented or confirmed in writing.
e. Paywise or your employer may request re-substantiation of the benefits that are part of your existing salary packaging arrangement. You must keep records of the information provided as part of your application for salary packaging with Paywise or a claim made pursuant to your Salary Package for five years from the date when you lodge the application or claim.
f. Where your employer has undertaken to transition from an existing packaging arrangement and has provided the relevant information to Paywise on transition, an application form may not be required.

3. Benefit Providers

a. Paywise engages various third-party providers to be available to provide the Services to you as part of your salary packaging arrangement. Where Paywise has a panel of providers, you must select such a provider from the panel.
b. Paywise may change the list of third-party providers from time to time and will provide notification of any such changes on its website. Where your selected provider is removed from the list, Paywise may, at its election, substitute such provider with a suitable alternate provider to provide the relevant product or service to you.
c. When the amount received from your salary is less than the payments Paywise must make on your behalf to third parties, some of the payments to those third parties will remain outstanding. When Paywise receives further payments from your salary, any

outstanding payments to third parties will be prioritised before reimbursements are made to you.

d. Where you have a previous existing arrangement with a provider not included in Paywise's list of providers, you may be required to transfer your provider to one of the providers on the panel before you can commence your salary packaging arrangements with Paywise.

4. Salary Packaging Bank Accounts

a. Upon acceptance of these Terms & Conditions, you acknowledge that your employer will pay that part of your Salary Package as is necessary for Paywise to administer the Services to you into a bank account ('Salary Packaging Bank Account'). You expressly acknowledge that any funds held in the Salary Packaging Bank Account are held on behalf of your employer (and are not held on your behalf or on trust for you).

b. Paywise will have an authority to transact on the money held in the Salary Packaging Bank Account for the purposes of administering the Services to you.

c. You will not be permitted to make any direct debit transactions against the Salary Packaging Bank Account. Monies held in the Salary Packaging Bank Account do not accrue interest to you and Paywise may retain any interest that does accrue.

d. Monies deducted from your salary and held in the Salary Packaging Bank Account can be returned to your employer and paid to you as salaries and wages and taxed at any time of the year.

5. Fees for Administration of Services

a. As determined by your employer, either you or your employer may be responsible for fees payable to Paywise for the administration of the Services.

b. Where you are responsible for paying the fees:

   i. you acknowledge that current fees are shown on the Combined Financial Services Guide and Product Disclosure Statement provided to you;

   ii. you acknowledge that Paywise may increase the fees in accordance with the Employer Agreement. Paywise will provide you a new Combined Financial Services Guide and Product Disclosure Statement detailing any fee changes. If you do not agree to any increase in fees, you may terminate the Services by giving one month's notice in writing to Paywise.

   iii. you authorise and consent to Paywise deducting the fees from monies held in the Salary Packaging Bank Account in priority to other payments.

c. If you terminate the Services part way throughout the year, which, for the purposes of the Services, is a calendar year from 1 January to 31 December, the full annual administration fee is payable to Paywise for the Services terminated.

d. An Employer's Salary Packaging Policy may require that the balance attributable to an employee in the Salary Packaging Bank Account cannot exceed a certain amount. If your employer has such a policy, any funds in excess of that maximum balance will be returned to your employer to be paid as salaries and wages and taxed at any time of the year.

6. **Account Administration**
    a. You agree to review the confirmation report or any communications provided to you by Paywise by email, post or on Paywise's website and to notify Paywise of any errors or changes required, including, but not limited to, packaging amounts being deducted, scheduled payments, bank account details and the accuracy of creditors and data regarding vehicles.
    b. If you are eligible to make capped benefits claims, Paywise does not guarantee that any such claims lodged after the 28th of March in any FBT year will be processed prior to the end of that FBT year. 'FBT Year' is a period from 1 April - 31 March.
    c. Where you request an amount from your salary to be deducted for a specific benefit in a pay period and this amount exceeds your actual allowable base salary for that pay period, no deduction of funds will then be guaranteed and Paywise will not be liable or responsible for any associated loss (including but not limited to any tax or interest loss).
    d. To the extent permitted by law including the Australian Consumer Law, Paywise will bear no loss or any responsibility resulting from any data entry errors where a confirmation report was issued and you were given an opportunity to identify and correct such errors unless you can demonstrate that you have made reasonable efforts to make Paywise aware of such errors.
    e. In relation to the Superannuation Concessional Contributions Caps ('SCCC') as may be set by the Australian Taxation Office from time to time, Paywise will bear no loss or any responsibility resulting from any breach of the requirements related to those SCCCs or from any contributions made in excess of the SCCCs though your Salary Package. You agree to monitor the requirements for, and values of, the applicable SCCCs and make adjustments to your Salary Package where required to comply with those.
    f. You must notify Paywise of any changes to bank account details immediately. Failure to do so will result in any cost associated with recovering or redirecting payments, as well as any bank fees, interest or charges that result, being charged to you.
    g. If funds are not received for four consecutive pay periods, your Paywise account may be automatically ceased. If you are taking any type of leave without pay, you must notify Paywise as soon as practicable, and in any event, before taking leave, so we can make required adjustments to your account.
    h. Where you send a claim for reimbursement of expenses, you must keep a copy of the claim and any supporting documents you submit. Paywise will not return any original documentation to claimants, including rejected claims. If you request Paywise to return a copy of any transaction submitted, the expense in performing this request will be borne by you. Paywise will inform you of any such expense prior to any request being performed. You must inform Paywise of any inaccuracy in relation to a claim processed within 2 months of submission of any such claim.

7. **Packaging Vehicles**
    a. Where your employer offers the Novated Lease Vehicle benefit, and you have elected to package a Novated Lease Vehicle benefit, it is a condition of entering into a Novated Lease that you purchase all fuel on a Paywise approved fuel card.

b. The only fuel purchases allowed to be claimed manually are those purchased while awaiting the issue of the Paywise approved fuel card or where the card was not able to be used and the purchase was urgent, for this purpose you are able to submit four (4) fuel claims per FBT year (1 April – 31 March).
c. It is your responsibility to ensure that your Novated Lease vehicle is insured at all times, even where that insurance has been organised by Paywise through its fleet insurance provider. In particular you should be aware that where you indicate to Paywise at any point during your Novated Lease Vehicle application process that you have obtained, or will obtain, your own insurance, then Paywise will take no responsibility for ensuring that this is in fact the case, and will not set up replacement insurance for you should your self- sourced insurance expire prior to the end of the lease agreement (unless you contact Paywise to specifically request this).
d. To the extent permitted by law including the Australian Consumer Law, if your vehicle is uninsured at any time during your Novated Lease agreement, Paywise will not be liable for any direct or consequential costs you incur as the driver or owner of that vehicle.
e. Where you make after-tax recipient payments under sections 9(2)(e) or 10(3)(c) of the Fringe Benefits Tax Assessment Act 1986, the amount of the recipient payment will be applied to your car fringe benefit to the extent required to reduce the taxable value of the car fringe benefit to nil in each FBT year.
f. Where you have an excess post-tax contribution and Paywise adjusts your account to refund the excess post-tax amount, we will not compensate you for the value of any 'contribution GST' paid on the initial post-tax contributions.
g. If you elect to exit your novated lease agreement earlier than the scheduled end date for any reason, Paywise will not be held responsible for any charges, fees or penalty amounts payable to the lease financier as a result of the early exit, including any residual amount or part thereof.
h. Where your employer allows you to package a Paywise Novated Lease under the Operating Cost Method you will be required to record, in an approved log book for a continuous period of 12 weeks, details of all business journeys in accordance with the definition of "log book records" as set out in section 136(1) of the Fringe Benefits Tax Assessment Act 1986 and to provide Paywise with the "business use percentage" established by the entries in the log book. Where no logbook is provided the vehicle will be assumed to be for 100% private use for FBT and salary packaging purposes.
i. Where you have packaged a Paywise Novated Lease under the Operating Cost Method and, subsequent to your keeping of compliant log book records, the use of your vehicle changes materially (as per ATO guidelines), you will be required to record new log book records for a continuous period of 12 weeks and report your revised "business use percentage" to Paywise. Paywise reserves the right to apply a 100% private use assumption to your salary packaging calculations if there is a reasonable basis for concluding that your vehicle use has materially changed, and you have not recorded a new logbook.
j. Where you have packaged a Paywise Novated Lease under the Operating Cost Method you must retain your log book records for a period of 5 years from the last recorded entry in the log book, and you must present those records upon request by Paywise or your employer.

k. As per the current ATO guidelines, you must not claim work-related car expenses with respect to your Novated Lease Vehicle as a deduction on your tax return. You should obtain independent tax advice on any queries you may have about your tax return.

8. **Excess Usage**
   a. Where your account is overdrawn for any reason you authorise Paywise, with notice to you, to:
      i. schedule additional deductions from your salary for the specific purpose of crediting your salary packaging account by the overdrawn amount; and/or
      ii. cancel other salary packaging payments due and payable and use the funds earmarked for these payments to cover the overdrawn amount; and/or
      iii. schedule additional deductions from your salary to cover any estimated future spend (as calculated at Paywise's discretion) to prevent future overdrawn amounts; and/or
      iv. recover the overdrawn amount directly from you.
   b. Where you utilised goods or services in excess of the balance attributable to you in the Salary Packaging Bank Account (whether due to over usage of your fuel or maintenance card or otherwise), Paywise may, with notice to you:
      i. cancel your fuel card; and/or
      ii. continue fuel deductions to meet debt; and/or
      iii. cancel packaged benefit payments; and/or
      iv. continue lease deductions to meet debt; and/or
      v. increase salary deductions to meet debts and cover future estimated spend.
   c. If Paywise uses salary packaging funds deducted for the purpose of meeting your lease payment obligations to cover an overdrawn amount, you may be required to make out of package lease payments directly to your lease financier (that is, not through your salary packaging arrangements), whilst your lease deductions are used to repay the debt.
   d. Where Paywise is unable to recover the balance of an excess amount in a timely manner in accordance with the methods set out in section 8(a) or (b), Paywise may, at its sole discretion:
      i. subject to your Employer Agreement, request your employer to fund the balance; or,
      ii. engage a collection agency to recover the debt from you.
   e. Generally and subject to applicable legislation, Paywise is legally entitled to recover amounts with respect to any negative balance or any other amounts owing by you to Paywise in the period of 6 years of the debt becoming due (unless the collection of the debt is governed by the laws of the Northern Territory, where the period of 3 years generally applies).
   f. All reasonable transaction fees and other costs (including, but not limited to, external debt collection agency fees) incurred by Paywise in respect of the recovery will be payable by you.

9. **Fringe Benefits Tax**
    a. You agree to compensate Paywise and/or your employer, either by way of additional pre- tax salary deduction or direct payment, for any FBT amounts payable in relation to your salary packaging activities.
    b. Paywise will perform, on an annual basis, a reconciliation between the collected FBT and the calculated liability to pay FBT for each benefit type provided to you and will report such results of this reconciliation to your employer.
    c. You are responsible for any outstanding amounts of FBT. FBT liabilities will be payable by you through salary deductions, direct credit, or a direct debit arrangement. If you disagree with the amount of FBT payable in a relevant FBT year, you must notify Paywise within 21 days of the end of the relevant FBT year.
    d. It is your responsibility to manage your FBT and maintain your own records of start and end kilometres and or logbook for your vehicle. Paywise will provide you with reports concerning vehicle usage and potential FBT liabilities resulting from your driving patterns; however, these reports are issued as a guide only.
    e. If you fail to advise Paywise that you are ceasing employment and continue to use your fuel card after termination of employment any such costs will be subject to FBT, and the expenses and FBT will be directly recovered from you.

10. **Cessation of Benefits or Salary Package**
    a. If you would like to cease packaging a benefit or are ceasing employment with your employer, you must notify Paywise of such cessation with at least 10 Business Days' notice prior to the change.
    b. On cessation of your employment, you will not be entitled to receive final termination pay from your employer until Paywise has provided a reconciliation of your Salary Package to your employer.
    c. Where you are ceasing the package of a Novated Lease Vehicle benefit, up to 6 weeks is required for Paywise to provide the reconciliation of your salary package. If you have an outstanding balance on a Paywise issued fuel card, the amount will be recovered from amounts attributable to you in the Salary Packaging Bank Account. If you still owe a debt after the balance of amounts attributable to you in the Salary Packaging Bank Account has been applied, you will be obliged to pay the outstanding balance and FBT owing.
    d. You remain liable to your employer for any outstanding amount owed by you on cessation of your Salary Package benefit or at the end of any FBT year.
    e. On cessation of your employment or your Salary Package or benefit for any reason, Paywise may immediately cease provision of the Services or benefit to you. You will be fully responsible to meet any outstanding commitments from the date of such cessation.
    f. If you in any way misuse a benefit or use it in a manner which is fraudulent or which may constitute a breach of FBT laws and regulations, or you commit a material breach of these Terms & Conditions or become bankrupt, Paywise may immediately cease provision of the Service to you by providing you with notice. If you fail to comply with these Terms & Conditions in any other way, Paywise may cease provision of the Service to you on at least 10 Business Days' notice.

g. Overpayment of GST on contributions will not be refunded in the event of Salary Package or benefit termination. At the end of an FBT year, Salary Package, benefit termination or otherwise, if it is calculated that an employee has made an after-tax contribution in excess of what is required to reduce the FBT liability for their Salary Package to nil, that excess contribution is not refundable to the Employee.

11. **Suspension for Non-Payment**

If you or your employer fails to make any payment due to Paywise, Paywise may, with notice to you, suspend the Services to which that overdue payment relates unless and until all such overdue payments are made to Paywise.

12. **Acknowledgments**

a. You acknowledge and agree that:
b. Paywise is not required to make payments for benefits forming part of your Salary Package or otherwise if there are insufficient funds to make such payments in the Salary Packaging Bank Account and will not be liable for any penalties, interest or other charges payable due to any delay in payment resulting from insufficiency of funds in the Salary Packaging Bank Account;
c. all information provided by you to Paywise is true and accurate and where any incorrect bank account information is provided, any bank fees and administration costs resulting from that error will be deducted from amounts attributable to you in the Salary Packaging Bank Account;
d. you have read the rules for each benefit provided by Paywise as part of the Services from time to time and will abide by those rules;
e. these Terms & Conditions are updated from time to time by Paywise and by continuing to use the Services you are deemed to accept these changes and you are bound by the most current version of the Terms & Conditions published on Paywise's website. If you disagree with any such changes to the Terms & Conditions, you can elect to discontinue the provision of the Services to you and terms of the Terms & Conditions applicable immediately prior to the cancellation by you of the Services will apply to the relationship between you and Paywise;
f. where applicable, you have read and accept your Employer's Salary Packaging Policy.

13. **Authorisation to Paywise You Authorise Paywise to:**

a. in its discretion, change the cash and other components of your Salary Package by providing you with notice but without specific authorisation from you so as to ensure that the Salary Package benefits selected and notified by you to Paywise are able to be provided and that any of your contribution to the taxable value of a benefit can be satisfied;
b. adjusts salary deductions in accordance with benefits packaged by direct interface with your employer's payroll and with notice to you;
c. direct your employer to pay additional monies from your salary into the Salary Packaging Bank Account by providing you with notice but without specific authorisation by you if such additional sums are required in order to pay for the benefits making up your Salary Package; and

d. record any telephone conversation(s) between you and Paywise.

14. **Governing Law and Jurisdiction**

The laws of the State of Western Australia shall govern these Terms & Conditions and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.