

## Direct Debit Request

This is your Direct Debit Service Agreement terms and conditions with the FinClear Debit Users Group. The FinClear Debit Users Group comprises of **FinClear Services Pty Ltd** (Debit User Identification number **625407**) and **FinClear Pty Ltd** (Debit User Identification number **629137**) collectively referred to as Debit User in this Agreement. The relevant Debit User that will be authorised to debit your nominated bank account is dependent on the Trading Participant that has executed your transaction on the Relevant Exchange or the entity that is responsible for clearing the transaction/s. If your transaction is processed and settled by FinClear Services Pty Ltd, then the relevant Debit User is FinClear Services with Debit User Identification number 625407. If your transaction was executed by FinClear Execution, then FinClear Execution has engaged FinClear to clear and settle your transaction and FinClear is the relevant Debit User with Debit User Identification Number 629137 for the purposes of this Agreement. This Agreement explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

If you complete the Direct Debit/Credit Authority within the relevant Application Form or a Direct Debit / Credit Authority Form and signed the form in the manner required, you:

- request and authorise the relevant Debit User to arrange for any amount which you owe to the relevant Trading Participant from time to time to be debited through the Bulk Electronic Clearing System and paid to FinClear Services or FinClear Execution from the Account you have nominated in the Application Form;
- authorise the relevant FinClear Debit User to debit in accordance with the Direct Debit Agreement the Account nominated by you in the Application Form with any amount the relevant Trading Participant may debit or charge you; and
- acknowledge having read and understood, and agree to be bound by, the terms in the Direct Debit Agreement below.

## Direct Debit Request Service Agreement

### 1. DEFINITIONS

In this Direct Debit Agreement:

**Account** means the account identified as the direct debit account in Part 13 of the Application Form, but only if that account is held with a Financial Institution.

**ASX** means the exchange operated by ASX Limited ABN 98 008 624 691.

**Banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or where there is a public holiday simultaneously in Victoria and New South Wales.

**Cboe** means the exchange Cboe Australia Pty Ltd ABN 47 129 584 667.

**Debit Day** means the day that payment is due from you to FinClear Services.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit** means the direct debit request which you make to FinClear Services by completing Part 13 of the Application Form and signing the Application Form.

**Debit User** means either FinClear or FinClear Services.

**Financial Institution** means a financial institution with whom FinClear Services has a direct debit facility arrangement. Please contact your adviser to check whether FinClear Services has a direct debit facility arrangement with Your Financial Institution.

**FinClear** means FinClear Pty Ltd ABN 63 607 164 714.

**FinClear Execution** means FinClear Execution Ltd ABN 56 061 751 102.

**FinClear Group** means FinClear Services, FinClear Execution and FinClear Group.

**FinClear Services** means FinClear Services Pty Ltd ABN 60 136 184 962.

**NSX** means the exchange operated by the National Stock Exchange of Australia Limited ABN 11 000 902 063

**Relevant Exchange** means ASX, Cboe or NSX or the financial markets operated by them (as the context requires) or any other tradeable exchange offered by the FinClear Group

**Trading Participant** means either FinClear Services or FinClear Execution.

**Your Financial Institution** means the Financial Institution at which the Account is kept.

### 2. DEBITING THE CLIENT'S ACCOUNT

2.1 By completing the Direct Debit / Credit Form or Instruction within the relevant Application Form and signing the Application Form in the manner prescribed, you authorise the relevant Debit User to arrange for funds to be debited from the Account and you warrant and represent that you are duly authorised to request the debiting of payments from the nominated bank account.

2.2 The relevant FinClear Debit User will only arrange for funds to be

debited from the Account as authorised in the direct debit request. 2.3 If the Debit Day falls on a day that is not a Banking day, the relevant FinClear Debit User may direct Your Financial Institution to debit the account on the following Banking day. If you are unsure about the day on which the Account has or will be debited, you should ask Your Financial Institution.

### 3. YOUR OBLIGATIONS

3.1 It is your responsibility to ensure that there are sufficient clear funds available in the Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

3.2 If there are insufficient funds in the Account to meet a Debit Payment:

- you may be charged a fee and/or interest by Your Financial Institution;
- you may also incur fees or charges imposed or incurred by the relevant Debit User; and
- you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in the Account by an agreed time so that the relevant Debit User can process the Debit Payment.

3.3 You should check the Account statement to verify that the amounts debited from the Account are correct.

3.4 If the Debit User is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay the Debit User on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 4. CHANGES

4.1 You may request deferment of, or alteration to, suspension of these direct debit arrangements or stop any debit item by providing signed written instructions to your financial adviser or contact Your Financial Institution.

4.2 You may also cancel your authority for the relevant Debit User to debit the Account by providing notice to your financial adviser or contact Your Financial Institution.

4.3 The relevant Debit User may make changes or terminate these arrangements at any time by giving 14 days notice in writing to you.

### 5. DISPUTE

If you believe there has been an error in debiting your account, you should notify your financial adviser or your Financial Institution for assistance.

5.2 If the relevant Debit User concludes as a result of our investigations that the Account has been incorrectly debited the relevant Debit User will arrange for your Financial Institution to adjust the Account accordingly. FinClear Services will also notify you in writing of the amount by which the Account has been adjusted.

5.3 If the relevant Debit User concludes as a result of our investigations that the Account has not been incorrectly debited the relevant Debit User will provide you with reasons and any evidence for this finding.

### 6. ACCOUNTS

We recommend that you:

- confirm with Your Financial Institution whether direct debiting through the Bulk Electronic Clearing System (BECS) is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution; and
- check that the Account details provided to the relevant Debit User are correct by checking them against a recent Account statement; and
- check with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

### 7. CONFIDENTIALITY

7.1 The relevant Debit User will keep any information (including Account details) in your Direct Debit confidential.

7.2 The relevant Debit User will only disclose information that it has about you:

- to the extent specifically required by law; or
- for the purposes of this Direct Debit Agreement (including disclosing information in connection with any query or claim); or
- as permitted by the Terms.

### 8. NOTICE

(a) If you wish to notify us in writing about anything to this agreement, you should write to your financial adviser.

(b) We may send notices either electronically to your email address or by ordinary post to the address you have given us; and

(c) If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.

### 9. GOVERNING LAW

These terms are governed by the laws in force in New South Wales.