

BBY Direct Debit and Credit Form



Please tick applicable box:

Debit Credit Both Do you want Dividends to be paid into this account?

This account will be set as your default bank account unless you tick this box non default

Note, if you want to add secondary bank accounts, or you want to nominate another bank account to receive credits, please fill in another BBY Direct Debit and Credit Form.

BBY Broking Account No.

Bank Account Name

Account Number or IBAN No. (European payments only)*

Bank Identifier (eg. BSB/ABA/SWIFT/Sort Code)

Currency

Bank Name / Branch Address

Beneficiary Address (for Overseas Accounts)

Signature Applicant 1 / Director

Signature Applicant 2 / Director / Company Secretary

SIGN HERE

SIGN HERE

You (and each Account Holder) agree that by signing this document and either returning the original signed document to the BBY, or faxing or emailing a copy of the original signed document to the BBY, this document will constitute a legally binding agreement with BBY.

DIRECT DEBIT TERMS

If the bank account holder(s) named above have authorised the account(s) listed above (Accounts) to be debited by BBY, the following terms will apply to those bank account holder(s) (you) and the client (Client):

You request and authorise BBY to arrange for any amount BBY may debit or charge the Client (including without limitation any amount which the BBY, as the Client's agent, has instructed BBY to debit) to be debited through the Bulk Electronic Clearing System from the Nominated Account and paid to BBY, subject to the Direct Debit Terms and the Client's instructions.

In addition, BBY may, as necessary, debit amounts required to settle outstanding securities and derivative transactions including exchange traded options and OTC derivatives and any other amounts relating to transactions entered into by or on behalf of the Client. By signing this Direct Debit Request and Authority you and the Client acknowledge having read, understood and agree to be bound by the Direct Debit Terms.

Each of you and the Client severally agree to indemnify BBY and its respective related bodies corporate and its and their directors, officers, contractors, agents and employees (each an Indemnified Person) to the maximum extent permitted by law against all liabilities, losses, damages, costs or expenses directly or indirectly incurred or suffered by the Indemnified Person, and from and against all actions, proceedings, claims or demands made against the Indemnified Person as a result of BBY debiting the Account(s).

1. DEFINITIONS

In these Direct Debit Terms:

Account means the default and secondary account(s) identified in sections 1 and/ or 3 on the page opposite.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment is due from the Client to BBY.

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

You means the holder of the Account(s).

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

2. DEBITING THE CLIENT'S ACCOUNT

2.1 By providing details of nominated bank accounts and signing this document, you authorise BBY to arrange for funds to be debited from or credited to the Account. A further reference in these terms to "debit" includes crediting your account as the context requires.

2.2 BBY will only arrange for funds to be debited from the Account as authorised in the Direct Debit Request and Authority.

2.3 If the Debit Day falls on a day that is not a Banking day, BBY 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. CHANGES

3.1 You may cancel your authority for BBY to debit the Account or terminate these arrangements at any time by giving BBY fourteen (14) days notice in writing (which includes email). This notice should be provided to or emailed to BBY and will not be effected unless and until the notice has been received by or otherwise notified to BBY.

3.2 BBY may terminate these arrangements at any time by giving fourteen (14) days notice in writing to the Client.

4. YOUR OBLIGATIONS

4.1 It is your responsibility to ensure that there are sufficient cleared funds available in the Account to allow a Debit Payment to be made.

4.2 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;
- the Client may also incur fees or charges imposed or incurred by BBY; and
- you or the Client 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 BBY can process the Debit Payment.

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

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

5. DISPUTE

5.1 If you believe that there has been an error in debiting the Account, you or the Client should notify BBY directly and confirm that notice in writing as soon as possible.

5.2 If BBY concludes as a result of our investigations that the Account has been incorrectly debited BBY will arrange for Your Financial Institution to adjust the Account accordingly. BBY will also notify the Client in writing of the amount by which the Account has been adjusted.

5.3 If BBY concludes as a result of its investigations that the Account has not been incorrectly debited BBY will provide the Client with reasons and any evidence for this finding.

5.4 Any queries about an error made in debiting the Account should be directed to BBY in the first instance so that BBY can attempt to resolve the matter with you or the Client. If the matter cannot be resolved in this manner BBY may refer it to Your Financial Institution which will obtain details from you of the disputed transaction.

6. CONFIDENTIALITY

6.1 BBY will keep any information (including Account details) in your Direct Debit Request confidential.

6.2 BBY will only disclose information that it has about you:

- to the extent specifically required by law; or
- for the purposes of this Direct Debit Request and Authority (including disclosing information in connection with any query or claim); or
- in accordance with BBY's Privacy Statement or with your consent (implied or otherwise).

7. GOVERNING LAW

These terms are governed by the laws in force in Victoria.