

Standard Banking Instruction

Trading Participant: _____

Client Account Name: _____

Client Account Number: _____

Do you wish to have the following account as your Nominated Account? Yes No

You authorize Berndale Securities to directly **credit / debit** *the nominated Bank Account.

*Cross out whichever not applicable

Financial Institution/Bank Name _____

Account Name BSB Account No.

Do you wish to have the following account as your Non Default / Secondary Account? Yes No

You authorize Berndale Securities to directly **credit / debit** *the nominated Bank Account.

*Cross out whichever not applicable

Financial Institution/Bank Name _____

Account Name BSB Account No.

1. Individual or Joint Account – where the account is held in joint names all signatories must sign this instruction

Name (1)

Signature – Name (1)

Date

Name (2)

Signature – Name (2)

Date

2. Company

Authorised Signatory (1)

Authorised Signature and Title (1)

Date

Authorised Signatory (2)

Authorised Signature and Title (2)

Date

* Note – the Standard Banking Instruction Form must be signed by 2 directors or a director and secretary. If the company's constitution has authorised the company to have a sole director and secretary, the sole director and secretary must write the words 'Sole Director and Sole Secretary' next to their signatures.

Acknowledgment

By signing this document the *Client* acknowledges having read and understood the terms and conditions governing the debit arrangements between the *Client* and *BSL* as set out in this Request and the *Direct Debit Request Service Agreement Terms*. This Request and the *Direct Debit Request Service Agreement Terms* together constitute the Direct Debit Request Service Agreement.

3. Trading Participant Authorisation 'office use only'

Signature and Title

Date

Request and Authority to debit the account named above to pay Berndale Securities Ltd (optional)

The *Client* requests and authorises Berndale Securities Limited ("BSL") Debit User Identification number 192424 to arrange for any amount BSL may debit or charge the *Client* to be debited through the Bulk Electronic Clearing System from an account held at the financial institution/bank identified above and paid to BSL, subject to the *Direct Debit Request Service Agreement Terms* and the *Client's* instructions provided. In addition, BSL may, as necessary, debit amounts required to settle outstanding securities transactions and any other amounts relating to securities transactions.

Direct Debit Request Service Agreement

1. DEFINITIONS

In this Direct Debit Request Service Agreement ("**Direct Debit Agreement**"), the words and phrases in italics below have the following meanings:

Account means the account identified as the direct debit account on the Standard Banking Instruction form, but only if that account is held with a Financial Institution.

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 you to Berndale Securities.

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

Direct Debit Request means your direct debit request on the Standard Banking Instruction "Request and Authority" section, which you make to Berndale Securities by completing and signing the Standard Banking Instruction form

Financial Institution means a financial institution with which Berndale Securities has a direct debit facility arrangement.

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

2. DEBITING THE CLIENT'S ACCOUNT

- 2.1. By ticking "Yes" to 'Do you authorize Berndale Securities to directly debit the nominated Bank Account?' and signing the Standard Banking Instruction form in the manner prescribed, you authorise Berndale Securities to arrange for funds to be debited from the Account.
- 2.2. Berndale Securities 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, Berndale Securities 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 also cancel your authority for Berndale Securities to debit the Account at any time by giving Berndale Securities fourteen (14) days notice in writing. This notice should be given to Berndale Securities in the first instance.
- 3.2. Berndale Securities may terminate these arrangements at any time by giving fourteen (14) days notice in writing to you.

4. YOUR OBLIGATIONS

- 4.1. 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.
- 4.2. If there are insufficient funds in the Account to meet a Debit Payment:
 - a) you may be charged a fee and/or interest by Your Financial Institution;
 - b) you may also incur fees or charges imposed or incurred by Berndale Securities; and
 - c) 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 Berndale Securities 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 Berndale Securities is liable to pay goods and services tax ("**GST**") on a supply made in connection with this agreement, then you agree to pay Berndale Securities 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 should notify Berndale Securities directly via phone 03 9659 2555 and confirm that notice in writing as soon as possible.
- 5.2. If Berndale Securities concludes as a result of our investigations that the Account has been incorrectly debited Berndale Securities will arrange for Your Financial Institution to adjust the Account accordingly. Berndale Securities will also notify you in writing of the amount by which the Account has been adjusted.
- 5.3. If Berndale Securities concludes as a result of our investigations that the Account has not been incorrectly debited Berndale Securities will provide you with reasons and any evidence for this finding.
- 5.4. Any queries about an error made in debiting the Account should be directed to Berndale Securities in the first instance so that Berndale Securities can attempt to resolve the matter with you. If the matter cannot be resolved in this manner Berndale Securities may refer it to Your Financial Institution which will obtain details from you of the disputed transaction.

6. ACCOUNTS

You should check:

- a) with Your Financial Institution whether direct debiting is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution; and
- b) that the Account details provided to Berndale Securities are correct by checking them against a recent Account statement.

7. CONFIDENTIALITY

- 7.1. Berndale Securities will keep any information (including Account details) in your Direct Debit Request confidential.
- 7.2. Berndale Securities will only disclose information that it has about you:
 - a) to the extent specifically required by law; or
 - b) for the purposes of this Direct Debit Agreement (including disclosing information in connection with any query or claim); or
 - c) as permitted by the Terms.

8. GOVERNING LAW

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