

Direct debit request & service agreement

Please use this form to set up a direct debit arrangement with Openmarkets for the payment of monthly trading software license fees e.g. IRESS.

Return this form by email to service@openmarkets.com.au or by mail to Client Services, Openmarkets Level 5, Suite 3, 500 Collins Street, Melbourne VIC 3000.

By signing this agreement, you the Applicant(s):

- a. request and authorise Openmarkets (Debit User Identification number 314011) to arrange for any amount which you owe to Openmarkets from time to time to be debited through the Bulk Electronic Clearing System and paid to Openmarkets from the account you have nominated in this Application Form;
- b. authorise Openmarkets to debit in accordance with the Direct Debit Agreement the account nominated by you in this application form with any amount Openmarkets may debit or charge you; and
- c. acknowledge having read and understood, and agree to be bound by, the terms in the Direct Debit Request Service Agreement outlined on page 2 of this agreement.

Your details

FIRST NAME

LAST NAME

EMAIL

Openmarkets trading account details

ACCOUNT NUMBER (IF KNOWN)

ACCOUNT NAME/ENTITY NAME

Openmarkets trading account details

Choose to pay by either bank account or credit card

Details of bank account to be debited

NAME OF FINANCIAL INSTITUTION

BRANCH ADDRESS

ACCOUNT NAME

BSB NUMBER

ACCOUNT NUMBER

OR details of credit card to be debited

NAME OF CARDHOLDER(S)

CREDIT CARD NUMBER

EXPIRY DATE

Authorisation

All account holders must sign. Sign for company accounts in accordance with company constitution.

ACCOUNT HOLDER NAME

SIGNATURE

DATE

ACCOUNT HOLDER NAME (IF A JOINT ACCOUNT)

SIGNATURE

DATE

Direct debit service agreement

1. Definitions

In this Direct Debit Agreement:

Account means the account identified as the direct debit account this application 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, or where there is a public holiday simultaneously in Victoria and New South Wales.

Debit Day means the day that payment is due from you to Openmarkets.

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

Direct Debit means the direct debit request which you make to Openmarkets by completing and signing this Application Form.

Financial Institution means a financial institution with whom Openmarkets has a direct debit facility arrangement.

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

2. Debiting your account

- 2.1 By completing and signing this Application Form in the manner prescribed, you authorise Openmarkets 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 Openmarkets 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, Openmarkets 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:
 - 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 Openmarkets; 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
- 3.3 Account by an agreed time so that Openmarkets can process the Debit Payment.
You should check the Account statement to verify that the amounts debited from the Account are correct.
- 3.4 If Openmarkets is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay Openmarkets 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 Openmarkets.
- 4.2 You may also cancel your authority for OpenMarkets to debit the Account by providing notice to Openmarkets.
Openmarkets may make changes or terminate these arrangements at any time by giving 14 days' notice in writing to you.

5. Dispute

- 5.1 If you believe that there has been an error in debiting the Account, you should notify Openmarkets directly on +61 1300 769 433 or +61 381 997 700 and confirm notice in writing as soon as possible by emailing service@openmarkets.com.au or posting to Openmarkets Australia Ltd Suite 300, 189 Queen Street Melbourne VIC 3000.
- 5.2 If Openmarkets concludes as a result of our investigations that the Account has been incorrectly debited Openmarkets will arrange for Your Financial Institution to adjust the Account accordingly. Openmarkets will also notify you in writing of the amount by which the Account has been adjusted.
- 5.3 If Openmarkets concludes as a result of our investigations that the Account has not been incorrectly debited Openmarkets 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 Openmarkets in the first instance (and not to Your Financial Institution) so that Openmarkets can attempt to resolve the matter with you. If the matter cannot be resolved in this manner Openmarkets may refer it to Your Financial Institution which will obtain details from you of the disputed transaction.

6. Accounts

- 6.1 Openmarkets recommends that you:
 - a. 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
 - b. check that the Account details provided to Openmarkets are correct by checking them against a recent Account statement.

7. Confidentiality

- 7.1 Openmarkets will keep any information (including Account details) in your Direct Debit confidential.
- 7.2 Openmarkets 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 Openmarkets trading terms and privacy policy.

8. Governing law

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