

Direct Debit Request Service Agreement

Definitions

- **account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- **agreement** means this Direct Debit Request Service Agreement between you and us.
- **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 by you to us is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the Direct Debit Request between us and you.
- **Payleadr** means Payleadr Pty Ltd ACN 615 881 162.
- **us** or **we** means **ZAI AUSTRALIA PTY LTD TRADING AS ZAI AUSTRALIA** (the Debit User) you have authorised by requesting a Direct Debit Request.
- **you** means the customer who has signed or authorised by other means the Direct Debit Request.
- **your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

1. By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
2. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
or
We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Amendments by us

1. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.
2. Despite any provision to the contrary, to the maximum extent permitted by law, we may at any time and for whatever reason assign or novate any of our rights, obligations or interests under this agreement and the Direct Debit Request, in whole or in part, to Payleadr, by providing you with at least fourteen (14) days written notice. Without limiting our rights under this agreement and the Direct Debit Request, you hereby:
 - (a) authorise and consent to Payleadr making such changes to this agreement and the Direct Debit Request to reflect the assignment or novation, including, but not limited to, replacing references to 'us', 'we' and 'Zai Australia Pty Ltd Trading As Zai Australia' with 'Payleadr' and replacing the user id in the direct debit request with the user id assigned to Payleadr; and
 - (b) acknowledge and agree to do all things reasonably necessary, including, without limitation, agree to any agreement (if required), comply with any of our (or Payleadr's) reasonable requests, or provide us (or Payleadr) with any information or documentation, to give effect to this clause 2.

3. Amendments by you

You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to:

Accounts Department
Zai Australia
Level 3
48 Cambridge Street
Collingwood 3066 VIC

or

by emailing us at accounts@hellozai.com during business hours;

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us of your new account details.

4. Your obligations

1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
2. If there are insufficient clear funds in your 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 us; and
 - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
3. You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

1. If you believe that there has been an error in debiting your account, you should notify us directly at accounts@hellozai.com and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.
2. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
3. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.

- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) 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

1. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
2. We will only disclose information that we have about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

1. If you wish to notify us in writing about anything relating to this agreement, you should write to **Accounts Department**
Zai Australia
Level 3
48 Cambridge Street
Collingwood 3066 VIC

accounts@hellozai.com
2. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
3. Any notice will be deemed to have been received on the third banking day after posting.

Request and Authority to debit the account named below to pay ZAI AUSTRALIA PTY LTD TRADING AS ZAI AUSTRALIA

Request and Authority to debit

Your Surname or company name

Your Given names or ABN/ARBN

request and authorise **ZAI AUSTRALIA PTY LTD TRADING AS ZAI AUSTRALIA & user id 481561** to arrange, through its own financial institution, a debit to your nominated account any amount **ZAI AUSTRALIA PTY LTD TRADING AS ZAI AUSTRALIA**, has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Financial details

Financial institution name

Address

Name/s on account

BSB number (Must be 6 Digits)

Account number

Acknowledgment

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and ZAI AUSTRALIA PTY LTD TRADING AS ZAI AUSTRALIA as set out in this Request and in your Direct Debit Request Service Agreement.

ACH Debit Agreement

ASSEMBLY PAYMENTS INC. Authorization Agreement For Automated Clearing House Transactions (ACH Debits)

I (we) hereby authorize: ASSEMBLY PAYMENTS INC., hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) account. indicated below and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

AUTHORIZATION I (We) acknowledge that the origination of ACH transaction to my (our) account must comply with the provision of U.S. Law and the Rules of the National Automated Clearing House Association. I (We) further acknowledge that I (we) have retained a copy of this authorization when I (we) confirmed it. You hereby authorize and request ASSEMBLY PAYMENTS INC. to debit funds from your account at the Financial Institution indicated, and credit the funds according to the above instructions. Funds need to be on deposit at the designated Financial Institution on the evening prior to the effective date of the ACH debit. In the event of an error, you authorise ASSEMBLY PAYMENTS INC. to take any and all action required to correct the error. You must notify ASSEMBLY PAYMENTS INC. in writing if you would like to make any changes or to cancel the authorization. You agree to indemnify and hold ASSEMBLY PAYMENTS INC. harmless from all costs, including attorney's fees, (to the extent permitted by law), damage or claims related to ASSEMBLY PAYMENTS INC's action in refusing payment of the item, including claims of any joint account-holder, payee, or endorsee, or in failing to cancel or process an item as a result of incorrect information provided by you. By signing below, you certify that the information you have given on this ACH Debit Authorization Agreement for Direct Payments is complete, true, and submitted for the purpose selected above.