

Direct Debit Request Agreement (DDRSA)

1. We have engaged Bambora Online Pty Ltd (ABN 86 095 635 680), a payment processing service provider, (**Third Party Processor**) to facilitate and provide an online gateway for you to make Direct Debit Requests to pay your Nutrien Ag Solutions invoices and charges.
2. By submitting a Direct Debit Request, you authorise and instruct the Third Party Processor and us to arrange for a payment to be debited from your nominated Account in accordance with your instructions and this Agreement and subject to the terms and conditions of the Third Party Processor available at <https://www.bambora.com/en/au/terms-conditions>
3. Our terms and conditions may change from time to time. Each time you authorise us to debit a payment from your Account, you agree to the terms of this Agreement by submitting a Direct Debit Request. If we update our terms and conditions we will ask you to review and accept our updated terms prior to debiting a payment from your Account under the new terms.
4. As soon as you submit a Direct Debit Request, your request will be actioned by the Third Party Processor with your Financial Institution, regardless of whether it is a Banking Day. If you are unsure about which day your Account has or will be debited you should contact your Financial Institution, we do not have control over when payments are debited.

Your obligations

5. It is your responsibility to ensure that:
 - 5.1. sufficient funds are available in your Account to meet the Direct Debit Request.
 - 5.2. you are the person with the authority as per the Account signing instruction held by the Financial Institution;
 - 5.3. suitable arrangements are made to affect the payment to us if the Direct Debit Request is dishonoured, cancelled or terminated:
 - 5.3.1. by you;
 - 5.3.2. by your Financial Institution; or
 - 5.3.3. for any other reason.
6. You should be aware that:
 - 6.1. direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
 - 6.2. before submitting a Direct Debit Request, you should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution to make sure the details are correct. If you are in any doubt, please check with your Financial Institution.

Issues relating to your Direct Debit Request

7. For all issues relating to a Direct Debit Request, including cancellation, alteration, stopping, deferring, investigating or disputing a payment, you should contact your local Nutrien Ag Solutions branch as soon as possible.
8. We will endeavour to respond to you as soon as possible. Please allow up to 14 days for us to respond to an issue raised by you in relation to your Direct Debit Request.
 - 8.1. If our investigations show that your Account has been incorrectly debited, to the extent that the amount debited is in excess of the amount you owe Us, we will arrange for

repayment or crediting of the excess to you.

- 8.2. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.
 - 8.3. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.
9. For authorised transactions that are dishonoured by your Financial Institution (**Dishonoured Transactions**), the following will apply:
- 9.1. The invoice in respect of which you attempted to pay, is still unpaid and is due and payable;
 - 9.2. Nutrien Ag Solutions services may be suspended until the outstanding charges are paid; and/or
 - 9.3. a fee may be applied by Nutrien Ag Solutions for Dishonoured Transactions. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.
10. The Account details submitted pursuant to a Direct Debit Request are not retained by Nutrien Ag Solutions and we cannot monitor, see or access such details submitted by you via the Third Party Processor's online gateway.
11. The Terms of Use, <https://www.nutrienagsolutions.com.au/terms-and-conditions-privacy-policy/Online-Services-Terms-of-use>, are incorporated in this Agreement. To the extent that Nutrien Ag Solutions collects, uses, discloses and handles personal information, it does so in accordance with the Privacy Act 1988 (Cth) and the privacy principles (as amended from time to time). Please see Nutrien Ag Solutions' Privacy and Cookies Statement available at www.NutrienAgSolutions.com.au/terms for information about our privacy processes.

Definitions

Account means the account detailed and nominated by you in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for a payment to be debited;

Agreement means this Direct Debit Request Agreement, as amended from time to time;

Banking Day means any day other than Saturday or Sunday or a public holiday listed in Australia;

Direct Debit Request means the instruction submitted by you to debit your Account using the Third Party Processor's online gateway and subject to the terms of this Agreement

Financial Institution is the financial institution where you hold the Account from which we are authorised to arrange for funds to be debited;

we/us/our/Nutrien Ag Solutions means Nutrien Ag Solutions Limited ABN 73 008 743 217 and its associated entities (as defined in the *Corporations Act 2001* and amended from time to time); and

you/your means the Nutrien Ag Solutions customer (or the nominee of the customer) who is the Account holder with the Financial Institution and includes the customer's director, partner, trustee, authorised representative, assigns and successors in title, as applicable