



VARIABLE MONTHLY DIRECT DEBIT FORM.  
 DO NOT MODIFY THE PRINTED TEXT ON THIS FORM.  
 Please return this form to: Xtreme Networks Limited  
 PO Box 13485  
 Johnsonville, Wellington

Name of account to be debited:

**AUTHORITY  
 TO ACCEPT  
 DIRECT DEBITS**  
 (Not to operate as an  
 assignment or agreement)

Account details:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank		Branch		Account Number						Suffix					

To: The Manager, (Please Print Full Postal Address Clearly for Window Envelope)

Bank Branch  
 .....

Address (P O Box )  
 .....

Town/City  
 .....

AUTHORISATION CODE

1	2	0	6	4	7	3
---	---	---	---	---	---	---

Date \_\_\_\_\_

I/We authorise you until further notice in writing to debit my/our account with you all amounts which

**XTREME NETWORKS LIMITED**  
 (hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

Information to appear in my/our bank statement

PAYER PARTICULARS	PAYER CODE	PAYER REFERENCE
<input type="text"/>	<input type="text"/>	<input type="text"/>

NAME OF ACCOUNT

---

AUTHORISED SIGNATURE(S)

For Bank Use Only

Approved <u>0647</u> <u>03/05</u>	Date Received:	Recorded By:	Checked By:	BANK STAMP
---	----------------	--------------	-------------	------------

## CONDITIONS OF THIS AUTHORITY

### 1. The Initiator:

- (a) The Initiator has agreed to give written advance notice of the net amount of each Direct Debit and the due date of debiting *at least 10 calendar days before* (but not more than 2 calendar months) the date the Direct Debit will be initiated. The advance notice will be provided either:
  - (i) in writing; or
  - (ii) by electronic mail where the Customer has provided prior written consent to the Initiator

The advance notice will include the following message:

“Unless advice to the contrary is received from you by (\*date), the amount of \$xxxx.xx will be directly debited to your Bank account on (initiating date).”

\*This date will be at least two (2) days prior to the due date to allow for the amendment of Direct Debits.

- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

### 2. The Customer may:

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank *prior* to the Direct Debit being paid by the Bank.

### 3. The Customer acknowledges that:

- (a) This authority will remain in full force and effect in respect of all Direct Debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the Initiator.
- (d) The Bank accepts no responsibility or liability for the accuracy of information about payments on Bank Statements.
- (e) The Bank is not responsible for, or under any liability in respect of:
  - any variations between notices given by the Initiator and the amounts of Direct Debits.
  - the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

### 4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.