

Stage Two – Tyro Terms Contract Details

On and from the Switch Date (being the date you receive and use your replacement Tyro EFTPOS or eCommerce facilities), the terms that will apply to your merchant facilities contract with Tyro will be the Tyro EFTPOS Banking Terms and Conditions (**Tyro Terms**), which are available at www.tyro.com/terms-and-conditions/. However there are certain parts of those Tyro Terms that won't apply to you or are amended, as follows:

- all references to the "Application Form" in the Tyro Terms are not applicable to you. Any references to your details set out, specified, stipulated, elected, nominated, notified, provided or disclosed in the Application Form are instead references to the corresponding details that you have provided to Bendigo Bank;
- all references to "the business activities disclosed in your Application Form" or "the business activities specified in your Application Form" are instead references to "your ordinary business activities";
- any references in the Tyro Terms (including Part C as modified) to being issued with, holding, accessing, operating or transacting on the Tyro Bank Account do not apply to you unless you have made a request to activate your Tyro Bank Account and Tyro has agreed to that request;
- your initial Authorised Signatories will be the account signatories associated with your business bank account with Bendigo Bank as at the Transfer Date;
- insert the following definitions into **Part A, clause 2.0 (Definitions)**:
 - "Bendigo Bank" means Bendigo and Adelaide Bank Limited;
 - "Nominated Account" means the business account which you have nominated to be debited or credited for the purposes of the agreement between you and Bendigo Bank in relation to the provision of merchant facilities as at the Transfer Date; and
 - "Transfer Date" means 1 June 2021;
- the "Commencement Date" is the date on which we process the first Transaction for you through your Tyro EFTPOS Facility or Tyro eCommerce;
- the "Delivery Address" for the purposes of the Tyro Terms is the address that you have provided to Bendigo Bank or as otherwise nominated by you to Tyro;
- a "Direct Debit Request" means the direct debit request in place as at the Commencement Date and any other direct debit request set out in an Additional Site Request Form or any other relevant form (if applicable) and signed by you, as amended from time to time;
- the "Fee Account" is the bank account(s) that will be debited for fees and other amounts payable by you in relation to the Tyro EFTPOS Facility or Tyro eCommerce, which is by default your Nominated Account;
- the "Linked Account" is a bank account with an Australian ADI (other than us) that is held by you (for the avoidance of doubt, it must be held in the same name as your Tyro EFTPOS Banking), which is by default your Nominated Account;
- the "Settlement Account" is the bank account(s) that will be credited for Transactions processed through the Tyro EFTPOS Facility or Tyro eCommerce and which are payable by us to you or debited for any Refunds or Chargebacks, which is by default your Nominated Account. The statement in **Part B, clause 9.0 (Settlement)** that "Your Tyro Bank Account will automatically

be your Settlement Account unless you instruct us to make another account your Settlement Account” does not apply;

- the fees and charges under **Part A, clause 8.0 (Fees and charges)**, as applicable to you in accordance with that clause, are as follows:

Merchant Service Fee (MSF)	No change at this time.
Equipment Fee	No change at this time.
Health fund claiming service fee	Pricing available on request.
Dynamic Currency Conversion Rebate	Rebate rate available on request.
MOTO fee	If already enabled, no change to your existing fees and charges with Bendigo Bank at this time. For merchants without this feature enabled, pricing available on request.
UnionPay	Merchant Service Fee of 1.5% (excl. GST).
American Express/JCB Switching Fee	No change at this time.
Diners Switching Fee	No change at this time.
Alipay Service Fee	If eligible, 1.3% (excl. GST).
eCommerce – Monthly Access Fee	No change at this time.
eCommerce Service Fee	Not applicable at this time.

- Part B, clause 9.0 (Settlement)** is amended as follows:
 - after the words “If you nominate a Settlement Account that is not the Tyro Bank Account”, insert “(other than a Settlement Account held with Bendigo Bank)”; and
 - after paragraph 4 of the clause, insert: “If you nominate a Settlement Account that is held with Bendigo Bank, we will initially credit all funds into your Tyro Bank Account and then automatically sweep all funds to Bendigo Bank. Bendigo Bank will credit funds into your Settlement Account. Notwithstanding when we credit funds to Bendigo Bank, Bendigo Bank will determine when it makes the funds available as disposable funds in your Settlement Account.”
- Except for the following, **Part C - Tyro Bank Account** of the Tyro Terms does not apply to you unless you make a request to activate your Tyro Bank Account and Tyro agrees to that request:

1.0 Important information (entire clause applies)

3.0 Access – Tyro App (entire clause applies)

4.0 Tyro Bank Account transactions

"If your Tyro Bank Account is not activated, the closing balance of funds held in the Tyro Bank Account will be automatically swept to your Settlement Account. You will not receive interest on such balance and will not be able to put a stop on the Tyro Bank Account to prevent automated sweeping to the Settlement Account."

21.0 Security obligations (entire clause applies)

22.0 Reporting a breach (entire clause applies)

23.0 Statements (entire clause applies)

25.0 Closing the Tyro Bank Account (entire clause applies)

26.0 Death (entire clause applies)

27.0 Insolvency (entire clause applies)

28.0 Australian business number (entire clause applies)

30.0 Additional requirements (entire clause applies)

- **Part C, clause 4.0 (Tyro Bank Account transactions)**, as applicable, is amended as follows:
 - in the first sentence, replace the words “your Settlement Account” with “Bendigo Bank”. Bendigo Bank will credit funds into your Settlement Account”; and
 - in the second sentence, replace the words “the Settlement Account” with “Bendigo Bank”.

Tyro Bank Account

The Tyro Bank Account issued to you as part of provisioning your merchant facilities is an inactive, fee-free bank account in your name. You will not be able to transact on or operate this account. This account is used solely to facilitate the settlement of funds received by Tyro in respect of transactions processed through your Tyro merchant facilities. You will not earn any interest on the amounts that are placed into that account and no fees or charges will apply to it. The terms that will apply to this account are set out above.

EFTPOS Administrators

From the Switch Date, the “Admin Contact” associated with your Bendigo Bank merchant facilities as at the Transfer Date will be able to view and run reports, access forms, order EFTPOS machine paper, view and edit surcharging and view and create other user profiles in relation to your Bendigo Bank powered by Tyro service. They may be referred to as your EFTPOS Administrator.

You will be responsible for all transactions and activities conducted by your EFTPOS Administrator.