

Standard Terms and Conditions – Pay Direct Service (“PDS”)

Definitions

“24/7” 24 hours a day, 7 days a week, 365 days per year, except the hours of scheduled maintenance as advised in advance from time to time.

“A-Services” means automated reporting services operated by Bacs.

“Agreement” means these terms and conditions together with an Order Agreement and the Company’s published Professional Service Terms & Conditions a copy of which is available at www.bottomline.com/terms&conditions.

“Application Date” means the date that the Company receives the signed Agreement from the Customer.

“Bacs” means Bacs Limited, supplier of clearing services to Banks.

“Bacs Bureau number” means the number issued by Bacs to the Company.

“Bureau Submissions” means transactions submitted to Bacs using the Company’s Bacs Bureau number in conjunction with the Customer Service User Number.

“Charges” means any sums due to be paid by the Customer under this Agreement (including any expenses and third party costs), details of which are contained in these terms.

“Company” means Bottomline Technologies Limited, registered at 115 Chatham Street, Reading, Berkshire RG1 7JX.

“Customer” means the legal entity (i.e. registered company, or legally constituted public body or financial institution) specified in an Order Agreement.

“Instruction(s)” means any request or amendment relating to a direct debit Instruction(s) received by the Company via PDS and indicated as coming from the Customer.

“Go Live Date” means the date advised by electronic communication format to the Customer by the Company confirming that the Customer may commence submitting Instruction(s) via PDS.

“Initial Term” means the period of 12 (twelve) months from the Go Live Date.

“Monthly Usage Charges” charges as specified in an Order Agreement for using the Company’s services during any monthly period, including but not limited to any minimum monthly charge, file charge, transaction charge, “ad hoc” charge and “unpaid” charges, for Instruction(s) submitted to the Company for submission to Bacs on the Customer’s behalf.

“Nominated Person(s)” mean those individuals whose details (as amended from time to time) have been provided to the Company by the Customer as persons authorised to issue Customer Instruction(s).

“Order Agreement” means the document to which these terms apply and which specifies the PDS services, Professional Services and associated Charges being acquired by the Customer, as applicable.

“Payment Plan” means the plan for submitting direct debits which is unique to the Customer, developed and implemented by the Company in PDS in accordance with the Customer’s Instruction(s).

“PDS Subscription Charge” means the annual fees payable on each anniversary date of the “Go Live Date” for the on-going provision of PDS.

“PDS Self-Help Support” means the online service available and accessible to the Customer via PDS home page.

“Professional Services” means PDS development and implementation services provided by the Company subject to an Order Agreement.

“Renewal Period” has the meaning set out in clause 5.

“Schedule” means the plan agreed by the parties to be used by PDS to perform the Customer’s Instruction(s).

“Service User Number” (also known as the Originator Identification Number) means a number issued by the Customer’s sponsoring bank for the purposes of collecting direct debits or paying direct credits using the BACSTEL-IP service.

“Term” means as set out in clause 5.

1. Payment of Charges

- 1.1. The Company will collect all Charges due from the Customer by Direct Debit. The Customer agrees to complete and enter into a direct debit mandate (on page 7 of this Agreement) in favour of the Company in respect of all Charges to be made under the Agreement.
- 1.2. The Company shall collect the Annual Subscription Charges on the Go Live Date in the Initial Term and thereafter on the commencement of each Renewal Term by Direct Debit.
- 1.3. The Company shall collect the Monthly Usage Charges on the first (1st) day of the month following the PDS processing run by Direct Debit.

- 1.4. The total monthly invoice value will be calculated as the combined total of the following: i) the total Monthly Usage Charges; and ii) an amount calculated as the difference, if any, between the total Monthly Usage Charges and the minimum monthly charge as specified in an Order Agreement.
- 1.5. The Company reserves the right to increase the Charges once per annum by an amount not greater than the average increase in the UK Retail Price Index for the preceding annual period. Any increase under this clause shall be notified to the Customer at least thirty (30) days in advance.
- 1.6. The Company reserves the right to charge the Customer interest on any payment not made by the due date for payment. Interest will be calculated on a daily basis, both before and after any judgement, at the rate of 2% per annum over the Bank of England base rate, for the period from the due date for payment until the date on which such amount is paid.
- 1.7. Notwithstanding the provisions of clause 1.6 above, in the event that the Customer fails to pay any Charges or part thereof (unless disputed for reasonable cause) by the due date for payment, the Company may restrict the use of PDS and initiate the Dispute Resolution process identified in clause 7 of these terms, or terminate the Agreement in accordance with clause 6 of these terms.
- 1.8. All sums payable hereunder are exclusive of value added tax and any other applicable taxes or duty. Charges shall be made for any taxes, duties or levies which the Company is required by law to collect and any withholding tax will be for the Customer's account unless and until such time that the Company is able to reclaim such tax.

2. Responsibilities of the Customer

- 2.1. The Customer will nominate a minimum of one (1) member of the Customer's staff as Nominated Person(s) authorised to give the Company Instruction(s) on matters relating to PDS. The Company shall not accept Instruction(s) from any Customer representative other than the Nominated Person(s).
- 2.2. The Customer will submit the Customer's Instruction(s) to the Company via PDS no later than 3pm (UK time) on the day submission to Bacs is required.
- 2.3. The Customer will notify the Company immediately if the Customer becomes aware of any known failure or suspected error, breach of security, or fraud in or affecting the sending or receiving of any Customer Instruction, or any collection of payments pursuant to a Customer Instruction.
- 2.4. The Customer will be responsible for the accuracy of all information supplied to the Company and that such information is properly authorised.
- 2.5. Where applicable any amendments and/or new payer data will be communicated to the Company via PDS.
- 2.6. The Customer acknowledges that PDS is not offered on an exclusive basis and further that PDS routes and transmits data through systems and equipment owned, maintained and controlled, or operated by third parties. Therefore for the duration of this Agreement the Customer irrevocably authorises: a) the disclosure of Customer data to such third parties and to the Company's members, employees and agents; and b) the transmission through and storage within such systems and equipment, of all electronic messages and all financial, bank account and other information which may be derived therefrom.
- 2.7. The Company shall not be liable for any loss incurred or damage suffered by the Customer directly or indirectly by reason or in consequence of any third party thereby gaining access to any such information.

3. Responsibilities of the Company

- 3.1. The Company shall use commercially reasonable endeavours to make PDS accessible 24/7 and shall be subject to the terms of this Agreement:
 - 3.1.1. process the Customer's Instruction(s) in respect of the Customer's direct debits according to the Customer's Payment Plan or the Instruction(s) received from the Customer via PDS;
 - 3.1.2. process amendments and cancellations received either from the Customer or from Bacs;
 - 3.1.3. download A-Services each UK bank business day from Bacs and apply to the Customer's Payment Plan immediately;
 - 3.1.4. subject to clause 2.2 above submit the Customer's Instruction(s) via PDS to Bacs on each UK bank business day as required by the Customer's Payment Plan.
- 3.2. To treat all Customer Instruction(s) as irrevocable and unconditional upon which the Company may act irrespective of any other circumstances or any contrary mandate or notification. The Company's records of Customer Instruction(s) received from the Customer and transactions processed by the Company in connection with PDS shall, to the extent of such records and in the absence of manifest error, be conclusive proof and evidence of such Customer Instruction(s) and transactions and their respective constituents and the times at which they were sent, received or effected.
- 3.3. To make available to the Customer PDS Self Help Support via PDS.

4. Customer's representatives

- 4.1. The Customer shall inform the Company on the Application Date of the identity of the Nominated Person(s) and the Customer site(s) at which they reside, who shall act as the sole contact point and channel of communication for PDS during the Term of this Agreement. The Customer shall inform the Company in writing of any change in the identity of any such Nominated Person(s).

5. Term

- 5.1. This Agreement shall come into force on the Application Date. Provision of PDS shall commence on the Go Live Date and continue for a period equivalent to twelve months ("Initial Term"). Thereafter, subject to the provisions for termination in clause 6, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "Renewal Period"), subject to payment of all Charges in accordance with clause 1 of the Agreement.

6. Termination

- 6.1. Without prejudice to any other remedies which the parties may otherwise have under this Agreement either party shall be entitled to terminate this Agreement by written notice to the other as follows:
- 6.1.1. by not less ninety (90) days prior written notice, such notice to expire at the end of the Initial Term or any Renewal Period thereafter;
 - 6.1.2. by immediate notice if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 as amended or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as amended or if a trustee receiver administrative receiver administrator or liquidator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if notice of intention to appoint an administrator of the other party is given by any person or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
 - 6.1.3. by immediate notice if the other commits a breach of any term of this Agreement and fails to remedy such breach within seven (7) calendar days after receiving notice from the other party requiring it to do so.
- 6.2. In the event that this Agreement is terminated for any reason prior to the expiry of the Initial Term or any Renewal Term, the Customer shall pay to the Company immediately on demand all outstanding invoices that have been properly raised in accordance with this Agreement.
- 6.3. Without prejudice to any other remedies which the Company may have under this Agreement or at law, the Company shall be entitled to suspend the provision of the Services or to terminate this Agreement forthwith on written notice to the Customer in the event that the Customer has been or is in breach of any applicable law or regulation or in the event that the Company is required to do so by any law, regulation or regulatory body.
- 6.4. The termination of this Agreement, for whatever reason, shall not affect the rights of either of the parties:
- 6.4.1. that may have accrued before the termination of this Agreement; or
 - 6.4.2. which expressly or by their nature are intended to survive the termination of this Agreement.

7. Dispute Resolution

- 7.1. In the event of any dispute arising out of or relating to this Agreement each party agrees not to commence legal proceedings without first attempting in good faith to resolve the dispute amicably and in a timely manner in accordance with the dispute resolution procedures set out below.
- 7.2. Any dispute shall be referred in the first instance to the Operations Director for the Company and a duly appointed representative for the Customer.
- 7.3. If the dispute is not resolved within 14 (fourteen) working days after referral in accordance with clause 7.2 the parties shall meet to consider whether and on what terms they wish to refer the matters in dispute to external mediation, arbitration or assessment by an expert.
- 7.4. If the matter has not been resolved within 14 (fourteen) days of the parties' meeting as referred to in clause 7.3 this dispute resolution procedure shall be considered at an end as regards the dispute in question and either party may refer the dispute to the English courts and the parties submit to their exclusive jurisdiction for that purpose.

8. Limitation of liability

- 8.1. The Customer shall be responsible for all Customer Instruction(s) submitted to the Company and will fully indemnify the Company against any loss, damage or liability the Company may incur through acting upon them.
- 8.2. The Customer shall indemnify the Company and keep the Company indemnified against any injury (including death) to any persons or loss of or damage to any property which may arise out of the Customer's act, default or negligence or any act, default or negligence on the part of the Customer's employees, contractors or agents, in either case in connection with this agreement, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, provided that the Customer shall not be liable or not be required to indemnify the Company against any compensation or damages or with respect to injuries or damage to persons or property to the extent that the same results from any act, default or negligence on the part of the Company's employees, contractors or agents.

- 8.3. Subject to the remainder of this clause, the Company shall indemnify the Customer and keep the Customer indemnified against any injury (including death) to any persons or loss of or damage to any property which may arise out of the Company's act, default or negligence or any act, default or negligence on the part of the Company's employees, contractors or agents, in either case in connection with this agreement, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, provided that the Company shall not be liable or not be required to indemnify the Customer against any compensation or damages for or with respect to injuries or damage to persons or property to the extent that the same results from any act, default or negligence on the Customer's part or on the part of the Customer's employees, contractors or agents (excluding the Company acting as the Customer's contractor).
- 8.4. The Company shall not be liable for any damage or injury (other than injury including death resulting from negligence) consequent upon design, formula, specification or advice.
- 8.5. The Company's maximum liability to the Customer under this agreement is capped at a sum equal to the Monthly Usage Charges paid during the twelve (12) months preceding any claim, in respect of any event or series of connected events.
- 8.6. The Company shall not be liable to the Customer for any special, incidental, indirect or consequential losses of revenue, opportunity, contract or goodwill, howsoever arising suffered by the Customer or for any wasted management time, failure to make anticipated savings or liability the Customer may have to any third party arising in any way in connection with this agreement or otherwise, whether or not such loss has been discussed by the parties pre or post-contract, or on any account for profit, costs or expenses arising from such damage or loss (despite any advice given to the Company by the Customer of the possibility that the Customer shall or may incur such damages).
- 8.7. Neither party shall be liable for any breach of its obligations under this agreement resulting from causes beyond its reasonable control; and both parties agree to give written notice by recorded delivery to the other immediately it becomes aware of such a breach
- 8.8. The Company will not be liable to the Customer for loss arising from or in connection with any representations, agreements, statements, or undertakings, made prior to the commencement of this Agreement other than as expressly incorporated and referred to in this Agreement.

9. Intellectual property rights (IPR) and IPR indemnification

- 9.1. The Parties hereby agree that all intellectual property rights arising during the term of this Agreement in respect of alterations modification and enhancements of the Company's PDS infrastructure made by the Company or in respect of any other software or other developments made by or procured by the Company on behalf of the Customer shall belong to the Company (or to its third party licensor) and the Customer undertakes as necessary, to assign or procure the assignment of all such intellectual property rights without charge to the Company.
- 9.2. The Company shall indemnify and hold harmless the Customer against all damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the use by the Customer of any part of PDS or any modifications enhancements or alterations thereto in connection with the provision of PDS during the term of this Agreement infringes any intellectual property right of the said third party.
- 9.3. The Company's obligations under clause 9.2, shall not be effective unless the Customer gives to the Company written notice of any claim or threatened or actual action within ten (10) days of knowledge thereof and gives full control of the defence and settlement, along with the Customer's full co-operation, to the Company. The Company may then at its own expense either: (i) procure for the Customer the right to continue to use PDS; (ii) render PDS non-infringing; or (iii) terminate this Agreement and refund an amount equivalent to the Monthly Usage Charges received by the Company for the twelve (12) month period preceding the date on which the claim or action was first notified to the Company by the Customer.

10. Confidentiality

- 10.1. Each of the parties hereby undertakes to hold in trust and confidence and not to use or disclose to any other party, during and after the termination of this Agreement, any information disclosed to it orally, visually, or which is in writing or other tangible form, supplied to one another directly or indirectly or to any of their subsidiaries, directors, employees, agents, brokers or advisers regarding the business practices of the other party, including but not limited to pricing, PDS or other services, transactional data, client information, payments, ideas, concepts, methods, processes, computer programs and any electronic information which is transmitted across the Company's PDS infrastructure ("Information").
- 10.2. Each party agrees:
 - 10.2.1. to take all reasonable steps to maintain the confidentiality of the Information, it being agreed that such Information is a valuable asset of the disclosing party which would be severely prejudiced and which would suffer damages in the event of such Information being disclosed to any third party or used by such third party for whatever purpose; and
 - 10.2.2. to restrict the use of the Information exclusively for the contemplated purposes at the time of the disclosure thereof; and
 - 10.2.3. only to make the Information available to such of its directors, employees and auditors who need access to the Information; and
 - 10.2.4. not to make copies of or reproduce in any form the Information; and
 - 10.2.5. to keep the Information secure and in such a way as to prevent unauthorised access by any third party;
 - 10.2.6. and will apply to the Information the same degree of care with which it treats and protects its own proprietary information against public disclosure.
- 10.3. The Parties agree that the contents of this Agreement shall be treated as Information and accordingly pursuant to this clause 10 will not be disclosed to any other party, save that this Agreement, in whole or parts, may be disclosed to authorised officers of Bacs (subject to maintenance of confidentiality) as part of the Company maintaining their Bacs accreditation for PDS.

10.4. Neither party shall have any obligations with respect to any Information which:

- 10.4.1. is or becomes publicly known, otherwise than as a consequence of a breach of the Agreement;
- 10.4.2. is disclosed as required by law or regulation;
- 10.4.3. is approved for release by written authorisation from the other party to this Agreement;
- 10.4.4. is independently developed by either party or its representatives or advisers.

10.5. All Information will remain the property of the party who developed or disclosed the Information and will be returned to the owner on termination of this Agreement.

11. Data Protection

11.1. In performing its obligations under this agreement, each party undertakes to the other that it will comply in all material respects with the Data Protection Act 1998 and any subsequent data protection legislation ("Data Protection Law").

11.2. Where as part of the Services the Company processes personal data on behalf of the Customer the Company shall:

- 11.2.1. act only on Instruction(s) from the Customer in relation to such processing; and
- 11.2.2. take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data.

11.3. Where the Customer accesses PDS, the Customer agrees to ensure that all such use of PDS complies with Data Protection Law.

11.4. Where this agreement permits the Customer to allow third party use of PDS, the Customer shall ensure that such third parties comply with Data Protection Law during such use.

12. Miscellaneous

12.1. If any provision of this Agreement is found or held to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the validity and enforceability of all the other provisions of this Agreement will not be affected thereby.

12.2. This Agreement does not constitute either of the parties as a partner, an agent or legal representative of the other, for any purposes whatsoever and neither of the parties shall be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.

12.3. The Customer gives its written consent and agrees that the Company may refer to the Customer as a client of the Company in any of its marketing material and refer to the type of services that the Company has provided under this Agreement. With prior written consent from the Customer, the Company may: a) publish and circulate any case study describing the services supplied by the Company to the Customer hereunder (for use by the Company as a marketing tool); and b) use the Customer's trademarks in the Company's marketing and publicity materials. The Customer's trademarks shall remain the exclusive property of the Customer and this Agreement does not entitle the Company to acquire any goodwill or other rights in the Customer's trademarks.

12.4. Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile transmission (such facsimile transmission notice to be confirmed by letter posted within 12 (twelve) hours) to the party's signatory to an Order Agreement at the address specified therein (or such other representative and/or address as may have been notified to the other party in writing) and any such notice or other documents shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 (forty-eight) hours after posting.

12.5. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fire, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority ("Event of Force Majeure"). Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure. If a default is due to an Event of Force Majeure and shall continue for more than four (4) weeks thereafter, then the party not in default shall be entitled to terminate this Agreement immediately on written notice to that effect. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

12.6. No variation of or addition to this Agreement will be of any force or effect unless made in writing and signed by or on behalf of each of the parties.

12.7. The Customer shall not be entitled to assign, delegate or transfer any rights, obligations, share or interest acquired under or pursuant to this Agreement, in whole or in part, to any other party or person without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.

12.8. No waiver on the part of either party to this Agreement of any breach of any provision of this Agreement by the other, will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

12.9. This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

12.10. While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.

13. Exclusion of third party rights

13.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person.

14. Bacs Liability

Insofar as any Software provided to Customer operates in conjunction with any application, test, or upgrade of systems associated with Bacs, Bacs' liability to Company, Customer and any third party shall be limited as follows:

14.1 Bacs shall have no liability to the Customer, the Company or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any indirect, consequential or special loss or damage suffered by the Customer, the Company or any such third party arising from, or in relation to:

14.1.1 the re-allocation or cancellation of Bacs tests in respect of any application (or any upgrade or any Software as the case may be); or

14.1.2 the use of, inability to use, or reliance upon any application or upgrade (whether such application or upgrade becomes Bacs approved software or not).

14.1.3 Bacs granting (or refusing to grant), suspending or terminating an approval for any Bacs approved solution.

14.2 In addition Bacs shall have no liability to the Customer, the Company or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any indirect, consequential or special loss or damage suffered by the Customer, the Company or any such third party arising from or in relation to the use of, or inability to use, or reliance upon:

14.2.1 the Bacs test environments; or

14.2.2 any Bacs materials in the development and testing of applications.

14.3 The entire liability of Bacs under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, is limited to direct loss and damage to the Company, which shall be capped at a sum equal to £250,000 (two hundred and fifty thousand pounds), in respect of all acts, omissions, facts, circumstances or events occurring in connection with the Company's agreement with Bacs in each annual period commencing on 7th March each year.

14.4 Bacs shall not be liable to the Company, the Customer or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any direct loss and damage to the Company in excess of the cap provided in Clause 14.3, or for any indirect, consequential or special loss or damage suffered by the Company, the Customer or any third party (including, without limitation, any loss of profit, loss of bargain, loss of interest, goodwill, business opportunity, anticipated saving or data) arising out of or in connection with this Agreement.

14.5 For the avoidance of doubt, in no circumstances shall Bacs owe any duty of care, express or implied, to the Customer or any third party, in respect of the performance of Bacs testing or the accuracy, completeness, suitability, or fitness for purpose of applications and upgrades (whether such applications or upgrades become Bacs approved software or not), Bacs materials, the test environments, and/or the technical specification.

14.6 Nothing in this Agreement shall operate to exclude or restrict Bacs' liability for death or personal injury resulting from Bacs' negligence or fraud.

14.7 The Customer and the Company each acknowledge and agree that the limitations on, and exclusions of, Bacs' liability to the Company, the Customer and any other third party are fair and reasonable in the context of the commercial relationship between the parties.

14.8 Any approval granted by Bacs for any Software does not constitute any warranty, representation, guarantee, term, condition, undertaking or promise to the Customer or any third party in respect of the Software that it will be error free or free from any inaccuracies or defects or will operate in accordance with the Customer's or any third party's requirements.

14.9 This Clause 14 is for the benefit of Bacs and shall be fully enforceable by Bacs and Bacs shall be entitled to assign the benefit of this Clause 14.

The Customer agrees that it has read this Agreement and agrees to be bound by the terms and conditions contained herein.

Signed for and on behalf of the Company by the Company's duly authorised representative
Name:
Title:
Signature:
Date:

Signed for and on behalf of the Customer by the Customer's duly authorised representative
Name:
Title:
Signature:
Date:

PLEASE ENSURE THAT YOU HAVE COMPLETED AND SIGNED THE DIRECT DEBIT MANDATE ON PAGE 7 OF THIS AGREEMENT.

Bottomline Technologies Limited

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

115 Chatham Street
Reading
Berkshire
RG1 7JX

Service user number

7	2	6	8	3	2
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Name(s) of account holder(s)

Number

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Bank/building society account number

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Branch sort code

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Instruction to your bank or building society

Please pay Bottomline Technologies Europe Ltd. Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Bottomline Technologies Europe Ltd. and, if so, details will be passed electronically to my bank/building society.

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Signature(s)
Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

DDI2

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Bottomline Technologies Ltd. will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Bottomline Technologies Ltd. to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Bottomline Technologies Ltd. or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Bottomline Technologies Ltd. asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.