

Direct Debit Request Form

Perpetual Trust Services Limited

Opal Market Neutral Fund



Request and Authority to debit the account names below to pay **Apex Fund Services Pty Ltd**

REQUEST AND AUTHORITY TO DEBIT

Your Surname or Company Name

Your Given Names or ABN/ARBN

Request and authorise **Apex Fund Services Pty Ltd (Apex)** to arrange, through its own financial institution, a debit to your nominated account any amount **Apex** has deemed payable by you.

The 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 Service Agreement.

Insert the Name and Address of the Financial Institution at which the Account is Held:

Financial Institution Name

Address

Insert Details of Account to be Debited:

Name/s on Account

BSB number (must be 6 digits)

Account Number

Acknowledgement

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 **Apex** as set out in this Request and in your Direct Debit Service Agreement.

Given Names

Surname

Capacity (Company Director, Trustee, etc.)

Date

Signature

Please send your signed form to:

Apex Fund Services Pty Ltd
Opal Market Neutral Fund
GPO Box 4968
Sydney, NSW 2001

DIRECT DEBIT SERVICES AGREEMENT

The following is your Direct Debit Service Agreement with Apex Fund Services Pty Ltd ABN 81 118 902 891 (Apex) who acts as the administrator for the Opal Market Neutral Fund. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your Direct Debit Request form or additional application form (as applicable).

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 in the application form or additional application form

Us or **we** means **Apex**, (the Debit User) you have authorised by signing 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.

DEBITING YOUR ACCOUNT

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.

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.

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.

All Direct Debit payments for initial applications will be made on 1 July 2020. Going forward, the Direct Debit will be made on receipt of your application. It takes three days for the request to be cleared. Upon confirmation that the funds are cleared we will apply for units in the relevant fund on your behalf.

AMENDMENTS BY US

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.

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:

1. Writing to us at:
Apex Fund Services Pty Ltd
Opal Market Neutral Fund
GPO Box 4968
Sydney, NSW 2001
2. Emailing us at **registry@apexgroup.com**
3. Telephoning us on **1300 133 451** during business hours; or
4. Arranging it through your own financial institution.

YOUR OBLIGATIONS

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.

If there are insufficient clear funds in your account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by us; and
- 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.

You should check your account statement to verify that the amounts debited from your account are correct.

If **Apex Fund Services Pty Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay **Apex Fund Services Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

DISPUTE

If you believe that there has been an error in debiting your account, you should notify us directly on **1300 133 451** 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 with your financial institution direct.

If we conclude as a result of 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.

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.

ACCOUNTS

You should check:

- 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
- your account details which you have provided to us are correct by checking them against a recent account statement; and
- with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

CONFIDENTIALITY

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.

We will only disclose information that we have about you:

- to the extent specifically required by law; or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

NOTICE

If you wish to notify us in writing about anything relating to this agreement, you should write to:

Apex Fund Services Pty Ltd
Opal Market Neutral Fund
GPO Box 4968
Sydney NSW 2001

We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

Any notice will be deemed to have been received on the third banking day after posting.