

Investor Portal Access Form



INSTRUCTIONS

Use this form to allow your investments to be updated and/or transact online via the Registry Australia Investor Portal (the "Investor Portal").

When filling out this form:

- Use black or blue pen please
- Please use BLOCK letters
- Print ✓ in the appropriate boxes
- If you have any questions about this form please contact us on 1300 133 451

Please send your completed and signed form to our unit registry team via email, fax or mail:

Email: registry@apexgroup.com

Fax: +61 2 9251 3525

Mail: Apex Fund Services
Attention:
Unit Registry GPO Box 4968
Sydney NSW 2001

STEP 1 – INVESTOR NAME AND NUMBER (THE "INVESTOR")

Fund Manager Name

Fund Name

Investor Name

Current Registered Address

Investor Number

If you have a SRN/HIN, please provide in the box below:

Securityholder Reference Number (SRN)

or

Holder Identification Number (HIN)

Access level to be provided (tick as appropriate):

Ability to update investor details associated with the investor

Ability to transact any investment holdings associated with the Investor

STEP 2 – USER LOGIN DETAILS

(The person nominated here must be one of the signatories to the declaration in step 3 below)

Investor Portal Username

Check! Do you have a mobile number and email address on file with us? We can't grant your Investor Portal access without them.

If you do not currently have an Investor Portal Username, create one before submitting this form by registering on the Investor Portal.

Name of nominated user for the Investor Portal (the "User")

Address

Post code

Date of birth

Mobile

Phone

Email address

STEP 3 – AGREEMENT AND DECLARATION

I/we declare that all the details in this form are true and correct. I/we are authorised signatories for the Investor. I/we have read and understand the Investor Portal General Terms of Use (the “Portal Terms”) and hereby; (a) agree to be bound by the Portal Terms , and where the Investor is not an individual, also agree that the Investor is bound by the Portal Terms; and (ii) authorise the User nominated in Step 2 above to have access to the Investor Portal on behalf of the Investor.

Name 1

Title

Date

Signature 1

Name 2

Title

Date

Signature 2

IMPORTANT – SIGNING INSTRUCTIONS:

1. This form must be signed in accordance with the current signing instructions for the Investor that Apex Fund Services Pty Ltd (“Apex”) have on record.
2. If the Investor is a company, or a company acting as a trustee for a trust/fund, the declaration above must be signed by at least two directors of the company or one director and the company secretary. If the Investor is a proprietary company that has a sole director who is also the sole company secretary, the declaration above must be signed by that director.
3. If signed under power of attorney, the attorney certifies that he/she has not received notice of revocation of the power of attorney. Please include a certified copy of the power of attorney, if it has not been previously provided, to Apex. If more than two attorneys, please provide names and signatures.
4. If the Investor wishes to appoint a user in addition to the User nominated in Step 2 above, a separate form must be completed with respect to the additional user.

QUESTIONS?

For more information please contact Apex Fund Services on:

Australia: 1300 133 451

International: +61 8259 8888

Email: registry@apexgroup.com

GENERAL TERMS OF USE - INVESTOR PORTAL

The services that you ("the User", "you" or "yours") may have access to on Apex's website are provided by Apex Fund Services Pty Ltd ACN 118 902 891 ("Apex", "we", "ours" or "us"). The services that you may have access to include Apex's portal for investors known as the "Investor Portal" ("the Online Portal").

Your use of the Online Portal is subject to the following terms of use (the "Terms") and any specific terms and conditions that apply to services that you may access using the Online Portal. Apex makes no representation or warranty regarding the completion or accuracy of the information on or accessible via the Online Portal.

By using the Online Portal:

- (a) you acknowledge that you have read and agree to be bound by the Terms; and
- (b) where there is more than one person who has access to the Online Portal (an "Authorised Person"), you acknowledge that the Authorised Person has read and agrees to be bound by these Terms.

If you or the Authorised Person do not agree with any of these Terms, do not use the Online Portal.

GENERAL

1. USE OF THE ONLINE PORTAL

- 1.1. Subject to your compliance with these Terms, Apex grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable licence to use the Online Portal as set out in these Terms in Australia unless we or you terminate earlier in accordance with these Terms.
- 1.2. Without limiting any of these Terms, you must not (and you must ensure that any Authorised Person does not) engage in any conduct or activity, (including omitting to do something) and must not attempt to:
 - (a) use the Online Portal in a way that is unlawful or is not permitted by these Terms;
 - (b) use the Online Portal in any way that causes, or is likely to cause, any interruption, damage or otherwise impair the Online Portal in any way or would negatively affect or otherwise diminish the quality of another user's experience of the Online Portal;
 - (c) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with Apex or any other person or entity;
 - (d) remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to or encoded or recorded in or on the Online Portal;
 - (e) copy or otherwise reproduce the Online Portal (or any part of it), post, publish or create derivative works based on the Online Portal;
 - (f) sell, market, license, sublicense, distribute or otherwise grant to a third party any right to use the Online Portal;
 - (g) decompile or reverse engineer the Online Portal, or to take any other action to discover the source code or underlying ideas or algorithm of any components of the Online Portal;
 - (h) translate, merge, adapt, vary, alter or modify, the whole or any part of the Online Portal nor permit the Online Portal (or any part of it) to be combined with, or become incorporated in, any other programs; or

- (i) utilise any data gathering and extraction tools, such as robots, to extract for re-utilisation any part of the Online Portal.

2. SECURITY

- 2.1. You are solely responsible and liable for all use of the Online Portal by you and your Authorised Person.
- 2.2. You and your Authorised Person undertake not to reveal the following information to an unauthorised person:
 - (a) username, email address and password ("Login Details"); and
 - (b) the two-factor authentication number that Apex may provide to you from time to time.
- 2.3. You must ensure that you, and ensure that your Authorised Person:
 - (a) does not permit an unauthorised person to access the Online Portal; and
 - (b) ensure the device the two-factor authentication number is sent to is not accessible to any other person.
- 2.4. You agree that you are fully responsible for all activities that occur through the use of your Login Details and the Login Details of an Authorised Person. Apex is not liable to you if an unauthorised transaction occurs on your account and you or an Authorised Person has not made any attempt to protect a two-factor authentication number or to prevent unauthorised access to the Online Portal. Nor is Apex liable to you if an unauthorised transaction occurs on the Online Portal and you or an Authorised Person either allowed or caused an unauthorised person to access, use or transact on the Online Portal.
- 2.5. You agree that your Login Details constitute your signature for the purpose of approving any amendments to your Login Details in the Online Portal.
- 2.6. You are responsible for all fraudulent, illegal or unauthorised dealing on the Online Portal which are attributable to you and an Authorised Person's conduct.
- 2.7. If you or an Authorised Person are concerned or become aware that:
 - (a) your Login Details have been compromised or there has been unauthorised use of your Login Details; or
 - (b) your system or device used to access the Online Portal has been compromised, stolen or lost, you must inform Apex immediately and co-operate with Apex's reasonable instructions.
- 2.8. Apex does not warrant and cannot ensure the security of any information which you transmit to the Online Portal. Any information which you transmit is transmitted at your own risk. Once your transmission is received, the information it contains will be recorded and maintained in accordance with our Privacy Policy.

3. INFORMATION

- 3.1. You are solely responsible for the accuracy and completeness of the information you provide to Apex and you acknowledge that Apex will rely on that information unless we receive notice from you of any change or update to that information.

You agree to notify us either in writing of changes in information that are relevant to any dealing or proposed dealing. Information which is relevant to any dealing includes your:

- (a) Login Details;
 - (b) Name;
 - (c) Address;
 - (d) Contact phone number; and
 - (e) email address.
- 3.2. While Apex has made every effort to ensure that the information presented in the Online Portal is free from errors or omissions, at no time does Apex represent, warrant or guarantee, expressly or impliedly, that the information contained on the Online Portal is complete, accurate or is suitable for your intended use. Nor does Apex accept any responsibility to inform you of any matter that subsequently comes to its notice, which may affect any of the information contained in the Online Portal. You acknowledge that Apex accepts no liability to any person for loss or damages incurred as a result of any reliance or action taken regarding the information made available on the Online Portal.
- 3.3. The Online Portal does not contain investment advice and you should consult an independent legal, financial or other adviser to help form your own opinion on any investment decision. You should also consult appropriate professional advisers on any legal, stamp duty, taxation and accounting implications of your investments or any changes you make to your Authorised Person details in the Online Portal. You are responsible for any information you choose to use from the Online Portal.
- 3.4. No statement in this Online Portal constitutes a recommendation, offer or invitation to invest in any investments, securities or financial products of any party.
- 3.5. The Online Portal contains a summary of information obtained from various third parties or provided by you. Apex makes no representation or warranty as to accuracy or reliability of the information in the Online Portal.
- 3.6. In submitting information to the Online Portal you agree to the use of that information by Apex in accordance with the Privacy Policy and where necessary, the transfer of the information to the relevant issuer or broker or to the extent required by law, to any government department or authority.
- 3.7. The Online Portal may contain links to web sites controlled by third parties. Apex does not endorse the content of any third party web sites and disclaims any liability for any information, materials, products or services posted or offered on those web sites.
- 3.8. The information contained in the Online Portal is for your personal use and may not be on-sold. You may not distribute any information in the Online Portal other than to your professional advisers for the purpose of obtaining advice in relation to your security holdings. You may print or retain an electronic copy of information in the Online Portal to the extent necessary to maintain your own taxation records.

ADDITIONAL TERMS

4. REPORTING

- 4.1. Apex tries to ensure that the information provided is complete and correct however you are advised not to act on any Holding Statement without first contacting Apex to obtain reconciled Holding Statement.
- 4.2. you acknowledge that reports are indicative only and cannot and should not be relied upon.
- 4.3. you acknowledge that information received via telephone is indicative only and cannot and should not be relied upon until a reconciled Holding Statement is received.

- 4.4. Apex accepts no liability for any loss which may arise from the reliance on an unreconciled Holding Statement.

5. INDEMNIFICATION

- 5.1. You agree to indemnify and hold Apex, its affiliates, partners, subsidiaries, directors, officers, shareholders and employees (collectively, the "Indemnified Parties") harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable legal costs), incurred by an Indemnified Party arising from or in connection with your or an Authorised Person's use or misuse of the Online Portal, including but not limited to the following:
 - (a) your or an Authorised Person's breach of these Terms;
 - (b) any information (including but not limited to your or an Authorised Person's data or publicly posted information) submitted, posted, or otherwise provided by you and/or an Authorised Person to Apex and/or its affiliates;
 - (c) any dispute or litigation between an Indemnified Party and a third party caused by your or an Authorised Person's actions;
 - (d) your or an Authorised Person's negligence or violation or alleged violations of any rights of another;
 - (e) any Data Security Incident or other data or systems breach impacting you or an Authorised Person; and
 - (f) any claim or action brought against Apex that arises directly or indirectly from you or an Authorised Person, contrary to the provisions of these Terms, including claims based on representations, warranties, or misrepresentations made by you.
 - (g) The obligations in clause 5 of these Terms will survive any termination of your or an Authorised Person's relationship with Apex or your or an Authorised Person's use of the Online Portal and/or our services. To the fullest extent permitted by law, the foregoing indemnities will apply regardless of any fault, negligence, or breach of warranty or contract of Apex and/or its, affiliates, subsidiaries, directors, officers and employees.

6. LIMITATION OF LIABILITY

- 6.1. We make no representation or warranty of any kind, express or implied, as to the operation of the Online Portal or the information, content, materials, or products included on the Online Portal. We cannot guarantee that the Online Portal will be available at all times and we accept no responsibility or liability for any interruption or delay to our services. You expressly agree that your use of the Online Portal is at your own risk.
- 6.2. You are solely responsible for any use you choose to make of the Online Portal, and you accept liability for any and all losses, damages, costs or otherwise resulting directly or indirectly from the use of the Online Portal. Apex specifically disclaims all liability for any losses, claims or damages that maybe incurred as a consequence of the use of the Online Portal or the use of information obtained through the Online Portal, including the unauthorized disclosure or misuse of security holder reference numbers (SRNs) and/or holder identification numbers (HINs).
- 6.3. To the extent permitted by law, in no event will Apex be liable for any loss or damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with Apex or the Online Portal or your use of or inability to use the Online Portal, including without limitation:
 - (a) any errors or omissions in information in the Online Portal;
 - (b) any delays or errors in the processing of information you submit to the Online Portal or from computer viruses;

- (c) in respect of any Data Security Incident or other data or systems breach; or
 - (d) in respect of viruses, other malicious software, faults or defects impacting the Online Portal, its servers or any email sent from us, even if Apex is advised of the possibility of, or could reasonably expect, such damages, losses or expenses. To the extent permitted by law, any liability under any condition or warranty that cannot be excluded is limited at Apex's option, to the re-supply of the services or payment for the same to Apex's User.
- 6.4. We do not warrant that the Online Portal, its servers, or any email sent from us are free of viruses, other malicious software, faults or defects. It is your responsibility to ensure that you use appropriate scanning software.
- 6.5. Some localities do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. To the extent permitted by law, we do not accept any liability for any damage or injury caused by the use or misuse of the Online Portal and/or services provided by us.

7. TERMINATION AND CHANGES TO TERMS OF USE

- 7.1. Apex reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services and/or the Online Portal (or any part thereof) with or without notice. You agree that Apex shall not be liable to you or to any third party for any modification, suspension or discontinuance of the services and/or the Online Portal.
- 7.2. Apex reserves the right to add to, delete or change these Terms. You should periodically review these Terms for changes. Your continued use of the Online Portal and the services following the posting of any changes confirms your agreement with such changes.

8. PROPRIETARY RIGHTS TO CONTENT

- 8.1. No Intellectual Property Rights in the Online Portal are assigned to you and you acknowledge that Apex and its licensors own all Intellectual Property Rights in the Online Portal. You have no Intellectual Property Rights in, or to, the Online Portal other than the right to use it in accordance with, and as expressly granted by, these Terms. Any rights not expressly granted by these Terms are reserved by Apex. This includes all right, title and interest in the object code and source code of the Online Portal.
- 8.2. You agree that any content presented through the Online Portal whether by Apex or a third party, including all text, graphics, logos, button icons, images, audio files, software, data compilations and other Intellectual Property Rights, are owned by Apex or its licensees and is protected by copyright, trade-mark, service mark, patent, or other proprietary rights and laws. You agree not to otherwise adapt, copy, reproduce, print, display, publish or create derivative works from any part of the Online Portal or its software or commercialise any information, products, software or services obtained from any part of the Online Portal without our express written permission.

9. PRIVACY

Our Privacy Notice contains details on the ways in which we collect, store and use information provided by you through the Online Portal. Our Privacy statement can be found here <https://www.apexgroup.com/privacy-policy/>

10. SEVERABILITY

If any provision of the Terms shall be held illegal, unenforceable, or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect.

11. GOVERNING LAW

These Terms are governed by the laws of the New South Wales, Australia. No action or proceeding may be commenced or maintained in relation to the Online Portal or these Terms except in a court of appropriate jurisdiction in the Commonwealth of Australia and you hereby irrevocably agree to the jurisdiction of such courts.

12. MISCELLANEOUS

- 12.1. These Terms will be binding upon each party hereto (including for the avoidance of doubt, any Authorised Person) and its successors and permitted assigns. These Terms will not be assignable or transferable by you without Apex's prior written consent.
- 12.2. These Terms contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.
- 12.3. No failure or delay by a party in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- 12.4. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms, all of which will remain in full force and effect.
- 12.5. Nothing in these Terms creates a joint venture, partnership or agency relationship between you and Apex and neither party has authority to bind any other party.
- 12.6. Unless indicated otherwise, all figures quoted in are in Australian dollars.

13. DEFINITIONS

Authorised Person means a representative who is authorized by you from time to time to access the Online Portal.

Business Day means a day on which banks are open for business in New South Wales (except a Saturday, Sunday or public holiday).

Data Security Incident means any unauthorised access, use or loss of other data or system breach impacting Personal Information held by a party.

Login Details means the email address and password associated with the Online Portal.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, trade, business, domain or company names, rights in confidential information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.