

ISSUED 22 MARCH 2023

Application Form – Investment Giving

For Direct Investors in Pental Sustainable Balanced Fund – Class G

How to complete this Form

A Who can use this Form

Direct investors applying to make an initial investment in the Pental Sustainable Balanced Fund – Class G (the Fund).

You can only select one Charity per application form. You must complete a new application form for each Charity.

If you want to 'top up' an existing investment use the Additional Investment Form.

B Complete the relevant sections

- Use a **black** pen
- Print in clear **CAPITAL** letters
- Cross boxes where needed



C Provide ALL relevant documents

Your Application cannot be processed if you do not provide the correctly completed Customer Identification (ID) Form(s), Self-Certification Form(s) and any required identification support documents or attachments.



Application Form

+



Any support attachment(s)

+



Customer ID Form(s)

+



ID support document(s)

+



Self-Certification Form(s)

D Send everything together



Mail: Apex Fund Services Unit Registry GPO Box 4584 Sydney NSW 2001



Email: pendal@apexgroup.com

E After your Application is accepted



You will be provided with details on how to access the Online Web Portal.

This Application Form

This Form accompanies the relevant Product Disclosure Statement and Additional Information Booklet (collectively a PDS) or Information Memorandum (IM), offering units in the Fund. Also read the Target Market Determination for the Fund together with the PDS.

Pental Fund Services Limited

Pental Fund Services Limited (Pental, 'our' or 'us' in this Application Form) ABN 13 161 249 332, AFSL No. 431426 is the responsible entity or trustee of, and issuer of units, in the Fund.

Our legal obligations

Australia's Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) legislation obliges us to collect certain identification information and documentation about each investor.

1 Investor details

1.1 Investors

If you do not provide the correctly completed Customer Identification Form(s) we will not be able to process your Application.

We have indicated the relevant Customer Identification Form(s) beneath each investor type.

These Forms may also ask for additional Customer ID Forms to be completed (for example in the case of a proprietary company, individual shareholders may also need to complete an Individual, Joint Investors or Sole Trader Customer ID Form).

Which investment category do you belong to? (choose one only)

Institutional Investor (investing over \$5M)

Advised investor (if you are an advised investor, Section 7 will apply to you)

Unadvised investor (if your investment in the Fund is less than \$500,000, Section 4.4 will apply to you)

Which type of investor are you? (choose one only)

Individual, Joint Investors or Sole Trader – provide a completed Individual, Joint Investors or Sole Trader Customer ID Form with this Application. [Go to 1.2](#) ▶

Australian company – provide name of Australian company below

Provide a completed Australian Company Customer ID Form with this Application. [Go to 1.4](#) ▶

Trust – provide name of trust below

Provide a completed Trust Customer ID Form with this Application.

What type of trustee is the entity?

Individual Trustee – [Go to 1.3](#) ▶

Corporate Trustee – provide name below

[Go to 1.4](#) ▶

Partnership – provide name of partnership below

Provide a completed Partnership Customer ID Form with this Application. [Go to 1.4](#) ▶

Association – provide name of association below

Provide a completed Association Customer ID Form with this Application. [Go to 1.4](#) ▶

Cooperative (Registered) – provide name of cooperative below

Provide a completed Registered Cooperative Customer ID Form with this Application. [Go to 1.4](#) ▶

1.2 Individual, Joint Investors or Sole Traders

Number of investors

Provide details of each investor below

INDIVIDUAL

1

MR MRS MISS MS OTHER:

First name

Last name

Date of birth

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

INDIVIDUAL

2

MR MRS MISS MS OTHER:

First name

Last name

Date of birth

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

If there are more than 2 joint investors, provide their details on a separate sheet with this Form.

[Go to 1.4](#) ▶

1.6 Authorised signatories

You have the option of nominating authorised signatories to this investment account.

– Authorised signatories can act on behalf of an investor to make enquiries, issue directions and make applications and withdrawals. Applications made by an authorised signatory will be governed by the terms of investment (which will include the PDS or IM (as the case may be), trust deed or constitution) current at the time of Application.

Authorised signature 1

First name

Last name

Job title/role

Authorised signature 2

First name

Last name

Job title/role

If you would like to nominate more than 2 authorised signatories, please provide a separate list with this Form showing each signatory's first and last name, job title/role and specimen signature.

1.7 Signing instructions

Select who must sign

- 1 Authorised signatory
2 Authorised signatories jointly
Other – please specify

For joint investors if you **do not** choose a signing option all future written instructions will require all investors to sign.

For companies or associations if you **do not** choose a signing option, all future written instructions must be executed in the same way as this Form (unless instructed otherwise in writing).

Go to 2 ►

2 Account details

2.1 Distributions to charity

Select a single charity to receive distributions

Mission Australia

BSB

032 005

ACC NO.

148828

The George Institute for Global Health

062 284

10939652

2.2 Withdrawal instructions

Complete this section for all future withdrawals to be made into your nominated bank account.

– This bank account **must** be an Australian financial institution account in the same name as your investment Account.

Name of Australian financial institution

Branch

BSB

Account number

Account name

Go to 3 ►

3 Tax details

3.1 Investor TFN and ABN

All investors must also complete the appropriate Self-Certification Form(s) to verify their tax residency status. If you do not provide the correctly completed Self-Certification Form(s) we will not be able to process your Application.

You are not required by law to quote your TFN. However, if you don't provide your TFN or ABN, or claim an exemption, we are required to deduct tax from your distribution at the highest marginal tax rate (plus Medicare Levy and other applicable levies) on income attributed/distributed to you. Collection of your TFN is authorised by the Taxation Administration Act 1953 and its use and disclosure strictly regulated by tax laws and the Privacy Act 1988.

Supply the relevant Tax File Number (TFN) or Australian Business Number (ABN) of the investor(s). If you have an exemption go to 3.2 ▶

Individual investor 1

First name

Last name

Individual Investor 1 TFN

Individual investor 2

First name

Last name

Individual Investor 2 TFN

Entity name

Entity Investor TFN (Trusts only)

Entity Investor ABN (all other entity types)

Go to 4 ▶

3.2 Exemption reasons

Please visit the Australian Taxation Office website for a full list of TFN exemptions.

Non-resident – Name:

Other – Reason:

Go to 4 ▶

4 Investment details

4.1 Investment

Enter the investment amount.

| FUND NAME (ALSO THE BANK ACCOUNT NAME) | MINIMUM INITIAL INVESTMENT | FUND ACCOUNTS | | APIR CODE | FUND CODE | YOUR INVESTMENT AMOUNT |
|--|----------------------------|---------------|-----------|-----------|-----------|------------------------|
| | | BSB | ACC NO. | | | |
| Responsible Investments | | | | | | |
| Pendal Sustainable Balanced Fund – Class G | \$25,000 | 082-401 | 505489614 | PDL4756AU | BTCS | \$ |

Note: Investment cut off time is 1pm Sydney time.

4.2 Payment options

Electronic Funds Transfer (EFT) / Direct Deposit

Direct Debit – complete a Direct Debit Form for the Fund.

You **must** include the investor name in the payment reference when transferring your application money to the Fund's account.

4.3 Unadvised investors

This section applies to unadvised investors with investments less than \$500,000 in the Fund.

We are required to ensure that as a retail investor, your investment in the Fund is consistent with your objectives, financial situation and needs. To enable you to consider if the Fund is suitable and appropriate for you, please visit pendalgroup.com/ddo and obtain the relevant Target Market Determination (TMD) for the Fund. The 'Target Market Summary' of the TMD will assist you in determining whether your financial objectives, situations and needs are consistent with the consumer attributes for whom the Fund is designed. In the Declaration section of this Application Form, you are required to confirm that you have read and understood the TMD, and the target market for whom the Fund is designed for. If you have any questions relating to any of the TMD(s), please contact us prior to submitting your Application Form.

5 Declarations, conditions and acknowledgements

5.1 CONTRACT

By signing this Application Form, I/we acknowledge and agree that for each investment in the Fund:

- I/we have received, read and understood the PDS or IM (as the case may be) for the Fund (as amended from time to time)
- In conjunction with the PDS, I/we confirm that I/we have been notified that a Target Market Determination (TMD) is available for the Fund, and that I/we have read the relevant TMD, and understand the target market for the Fund
- I/we consent to the terms, conditions, declarations and acknowledgements in the PDS or IM (as the case may be) and in this Application Form
- I/we am/are bound by the terms and conditions of the PDS or IM (as the case may be), this Application Form and the terms of the Constitution of the Fund (as amended from time to time)
- all future transactions in the Fund will be made on the terms of the then current PDS or IM (as the case may be) and that the declarations and acknowledgements made in this Application Form will also apply to all such future transactions
- all the details given in this Application Form are accurate, complete and up-to-date.

5.2 ELECTRONIC APPLICATIONS

If I/we have received this Application Form from the internet or other electronic means, I/we declare that before making an application for units in the Fund:

- I/we have personally received the PDS or the IM (as the case may be) in the same electronic document file as this Application Form; or
- I/we have received a printout of the PDS or the IM (as the case may be) attached to this Application Form.

5.3 APPLICATION MONEY

I/We undertake that I/we are not aware and have no reason to suspect that the money used to fund my/our investment in the Fund is derived from or related to:

- money laundering, terrorism financing or similar activities
- illegal activities; and
- proceeds of investment made in connection with the Fund will fund illegal activities.

5.4 NO GUARANTEES

I/we agree and acknowledge that for each investment in the Fund:

- neither Pandal, nor any other company in the Pandal group of companies guarantees the repayment of capital or the performance of the Fund
- investments in the Fund are subject to investment and other risks, including possible delays in payment of withdrawal proceeds in some circumstances, and loss of income and principal invested.

5.5 LEGAL CAPACITY

I/we declare that I/we have the legal capacity and power to make an investment in the Fund in accordance with this Application Form.

5.6 TARGET MARKET SUMMARY

By signing this Application Form, I/we have obtained and read the Target Market Determination (TMD) for the Fund requested under this Application Form. I/we also acknowledge that I/we:

- have read and understood the 'Target Market Summary' in the TMD for the Fund; and
- have consumer attributes consistent with the investment objectives, financial situation and needs described in the 'Target Market Summary' for the Fund.

5.7 GENERAL

By signing this Application Form, I/we also confirm and/or agree that for each investment in the Fund:

- I/we have received and accepted this offer in Australia
- I/we consent to telephone conversations being recorded and listened to for training purposes or to provide security for transactions
- I/we acknowledge that Pandal does not recommend or endorse the charity selected by me/us under section 2.4 of this Application Form (the Charity) or any of its activities or purposes.
- Pandal will pay all distributions from my investment in the Fund (the Distributions) to the Charity, including both the income and capital Distributions (which may include large gains realised from my/our investment in the Fund). Pandal will continue to pay the Distributions to the Charity until such time that I/we nominate an alternative Charity to receive my/our Distributions or advise Pandal to redeem my/our investment from the Fund.
- Where there is a large application to or redemption from the Fund on any one day, Pandal may determine to calculate and pay a special Distribution to all investors of the Fund. Prior notification of a special Distribution is not provided to investors and the amount of the Distribution may be larger than previous Distributions. Any special Distribution will be paid to the Charity and may represent a significant portion of your total investment in the Fund.
- The tax deductibility of any payment made to a Charity from Distributions and the tax treatment of my/our investment in the Fund or any Distributions from it are personal matters on which I/we should obtain independent tax advice. Pandal does not make any representation in relation to the tax status of the Charity or the tax deductibility of any payment made to the Charity.
- I/we accept the risks associated with Pandal making payments to a Charity on my/our behalf, including without limitation, the risk that a Charity may be found to be engaged in improper or unlawful conduct.
- Pandal is not responsible for the preparation or issue of any donation receipts associated with the Distributions paid by Pandal to my/our nominated Charity, and that the preparation and issue of the donation receipts is the sole responsibility of the Charity. I/we will hold Pandal harmless from any loss

(including any consequential loss) arising from a failure of a Charity to prepare and issue me/us with donation receipts associated with Distributions paid by Pandal on my/our behalf.

- If Pandal is unable to pay the Distributions to the nominated bank account of the Charity, and we are unable to contact the Charity after reasonable attempts have been made, Pandal will pay the Distributions to the bank account that you have nominated for withdrawal proceeds in section 2.2 of the Application Form.
- Pandal may in its absolute discretion, and at any time without notice, suspend or remove a charity, resulting in non-payment of Distributions to my/our nominated Charity if any of the events or circumstances described under section 2 of the Fund's Additional Information Booklet occur (Suspension Event). Where a Suspension Event occurs, Pandal will request you to complete a Charity Selection Change Form to nominate another charity to receive the Distributions. If Pandal does not receive a Charity Selection Change Form from you within 90 days of our notice to you, you will no longer be eligible to remain invested in Class G of the Pandal Sustainable Balanced Fund (Class G), and we will transfer your investment from Class G to Class R of the Pandal Sustainable Balanced Fund (Class R). Such a transfer to Class R may trigger a capital gains tax event (where you may be liable to pay tax on any gains realised from the redemption of your units in Class G), and in payment of a higher management fee for your investment in Class R. To the maximum extent permitted by law, you agree to hold Pandal harmless from any loss (including any consequential loss) suffered by you where Pandal exercises its rights to suspend the payment of Distributions and/or transfers your investment from Class G to Class R in accordance with this paragraph.
- If a transaction request is invalid, it will not be processed by Pandal until valid documentation is received
- If Pandal reasonably believes a signature on a document, such as a withdrawal request, to be genuine, Pandal is entitled to rely on that signature and will not be liable for any loss I/we may suffer if it is later found that the signature was fraudulent
- If Pandal makes an incorrect payment to me/us, Pandal is entitled to deduct the amount incorrectly paid from any of my/our investment(s) in the Fund
- I/we authorise Pandal to lodge a withdrawal request as attorney for me/us if any relevant minimum total investment balance requirements are not attained or maintained
- any communication in relation to cooling off, including details required to withdraw my/our investment(s) in the Fund will be taken to be from me/us and further acknowledge that Pandal may act on these instructions and will not be liable for any loss I/we may suffer if it is later found that the communication was fraudulent.

5.8 PROTECTING YOUR PRIVACY

The Pandal Privacy Policy outlines how we may use, collect, disclose or access your personal information. A copy of the Pandal Privacy Policy is available at pandalgroup.com/privacy by clicking on 'Protecting your Privacy'. A copy of this information is also available free of charge by calling us.

By signing this Application Form, I/we acknowledge, and agree that:

- I/we have read and understood the Pandal Privacy Policy
- I/we consent to the collection, use and disclosure of my/our personal information by Pandal (or any other member of the Pandal group of companies) as described in the Pandal Privacy Policy, including direct marketing
- I/we consent for Pandal to provide Investment Giving Australia Limited (Investment Giving) and the Charity with my/our personal and investment information, including but not limited to, my/our name, postal and email addresses, phone number and the distribution amounts from the Fund and Distribution payment dates. Pandal will exercise reasonable endeavours to ensure that your personal information is sent to Investment Giving and the Charity in a safe and secure manner, however I/we acknowledge and agree that no data protection and security measures are completely secure and despite all measures Pandal has put in place, Pandal cannot guarantee the security of information, particularly in relation to transmissions over the internet. Investors should contact Investment Giving and the Charity for any information regarding the manner in which Investment Giving or the Charity collects, stores and uses personal and investment information provided by Pandal.

5.9 AML / CTF OBLIGATIONS

Pandal is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and related rules (AML/CTF Laws). To comply with the AML/CTF Laws, Pandal must collect certain information about investors and may increase the levels of control and monitoring it performs.

By signing this Application Form, I/we acknowledge, understand and agree that:

- if requested, I/we will provide additional information and assistance, and comply with all reasonable requests to facilitate Pandal's compliance with the AML/CTF Laws
- failure by me/us to provide any additional information required by Pandal in a timely manner may result in Pandal being prevented by law from processing my/our Application and carrying out my/our investment instructions, from time to time. Where the processing of my/our Application or the carrying out of my/our investment instructions is delayed or refused, Pandal (including any member of the Pandal group of companies) will not be liable for any loss (including consequential loss) that I/we may suffer howsoever caused in connection with my/our investment in the Fund
- transactions in connection with my/our investment in the Fund may be delayed, blocked, frozen or refused where Pandal has reasonable grounds to believe that the transaction breaches Australian laws (including AML/CTF Laws) or sanctions or the laws or sanctions of any other country. Where transactions in connection with my/our investment in the Fund may be delayed, blocked, frozen or refused where Pandal has reasonable grounds to believe that the transaction breaches Australian laws (including AML/CTF Laws) or sanctions or the laws or sanctions of any other country. Where transactions are delayed, blocked, frozen or refused Pandal (including any member of the

Pendal (group of companies) will not be liable for any loss (including consequential loss) that I/we may suffer howsoever caused in connection with my/our investment in the Fund

- to comply with certain reporting obligations under the AML/CTF Laws, Pendal may disclose information gathered on me/us to regulatory and/or enforcement agencies (including the Australian Transaction Reports and Analysis Centre (AUSTRAC)), banks, service providers and other third parties. Pendal is prevented by AML/CTF Laws from informing me/us that any such reporting has taken place.

5.10 AUTHORISED SIGNATORIES

By signing this Application Form, I/we acknowledge, understand and agree that:

- if I/we wish to cancel an authorised signatory, I/we must give Pendal seven business days' written notice
- I/we release and indemnify Pendal and any other member of the Pendal group of companies severally from and against all liability which may be suffered by me/us or by Pendal or brought against Pendal or any other member of the Pendal group in respect of any acts or omissions of my/our authorised signatory, whether authorised by me/us or not.

5.11 FINANCIAL ADVISERS

If I/we have a financial adviser and they have provided their details, by signing this Application Form I/we agree that:

- Pendal may provide my/our financial adviser with access to information about my/our investments and I/we authorise my/our adviser to make enquiries on my/our behalf
- my/our financial adviser may have online access to information about my/our investments and may receive copies of certain information (for example, my/our investor statements) by email.

5.12 ONLINE WEB PORTAL

Pendal offers investors the ability to access and view their accounts online and to transact online via the Online Web Portal (Online Portal). By completing this Application Form, I/we also acknowledge, understand and agree that:

- a username and confidential password (Login Details) may be issued and I/we remain responsible for maintaining the confidentiality and security of my/our Login Details
- access will be given to any person who uses my/our Login Details or complies with any other Pendal security procedures from time to time. Any action by that person will be taken to be an action by me/us
- I/we must tell Pendal immediately should I/we lose my/our password or think someone else knows it
- Pendal 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 to me/us. I/we agree that Pendal shall not be liable to me/us or to any third party for any modification, suspension or discontinuance of the services and/or the Online Portal
- the Online Portal is provided by Pendal's unit registry provider, Apex Fund Services Pty Ltd ACN 118 902 891 (Apex) and at no time does Pendal represent, warrant, guarantee, expressly or impliedly, the operation of the Online Portal or that the information, content, or materials included on the Online Portal is complete, accurate or is suitable for my/our intended use
- I/we expressly agree that my/our use of the Online Portal is at my/our own risk and that I/we are solely responsible and liable for all use of the Online Portal by me/us and any persons who access the Online Portal on my/our behalf using my/our Login Details, whether authorised by me/us or not. Pendal (including any member of the Pendal group of companies) will not be held responsible for and disclaims all liability for any losses, claims or damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with my/our use of or inability to use the Online Portal or the use of any information obtained through the Online Portal.

5.13 USE OF FACSIMILE OR EMAIL

This Application Form, your Customer Identification Form(s) and supporting identification documents may be faxed or emailed to us. All identification documents provided must be certified copies.

For my/our investment in the Fund, I/we agree with Pendal, the manager of the Fund, the custodian of the Fund, and any agent appointed by any of them (each, a Recipient), as follows:

- I/we may (but do not have to) give instructions or notices (Communications) to the Recipient by fax or email.
- I/we agree to ensure that only persons authorised by me/us will give any Communications by fax or email. I/we must comply with any security or verification procedures required by Pendal from time to time
- each Recipient is entitled to assume that any Communication by fax or email which purports to have been sent by or on behalf of me/us has been authorised by me/us, and is not required to investigate or confirm that authority. This applies whether or not there are circumstances which might suggest that the communication was unauthorised, unless the Recipient has actual knowledge that the Communication was unauthorised. No Recipient will have any liability to me/us for relying on any Communication by fax or email, whether or not the Communication has been authorised by me/us
- without limiting paragraphs 2 and 3 above, a Recipient may refuse to act on any Communication by fax or email until the validity of the Communication and its contents have been confirmed, and will have no liability to me/us or any other person for any consequences resulting from its refusal to so act
- I/we release and indemnify each Recipient and its associates against any cost, expense, liability or claim incurred by any of them as a consequence of accepting and acting on a Communication by fax or email, unless the cost, expense, liability or claim is a direct result of the gross negligence or wilful default of the Recipient
- for the purposes of these Fax and Email Terms, Pendal obtains the benefit of these terms as agent for the other Recipients.

6 Signatures

Required signatures

Use this table to ensure the correct investor signatures are captured on this Form.

| Investor type | Signatory |
|-------------------------------|--|
| Individual / Sole trader | The individual |
| Joint investors / Partnership | Each investor / partner |
| Company | 1 sole director; or 2 directors; or 1 director and 1 secretary |
| Trust | Each individual acting as trustee; or company acting as trustee |
| Association / Cooperative | Chairperson (president), secretary or treasurer; or member authorised to sign on behalf of the association (if unincorporated association) |
| Agent under Power of Attorney | Individual acting as attorney; or company acting as attorney (as per company requirements above) |

 If you are signing under Power of Attorney you must attach a **certified copy of the Power of Attorney** to this Application.

6.1 Investor signature 1

This Application Form will be considered incomplete unless each investor signs.

Signature

First name

Last name

Date

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

Director

Sole Director / Sole Company Secretary

6.2 Investor signature 2

If there are more than 2 required signatories, attach a separate sheet showing each signatory's first and last name, role and signature.

Signature

First name

Last name

Date

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

Director

Company Secretary

How to submit this Form



Mail: Apex Fund Services Unit Registry GPO Box 4584 Sydney NSW 2001



Email: pendal@apexgroup.com

THIS FORM IS NOW COMPLETE

