

Macquarie Managed Funds online portal (Portal)

Investor portal elevated access form

Use this form to upgrade your existing Portal access. This will enable you to update your account details and transact online where online transacting is available for a Fund.

This form is not applicable for mFund or ETF investors. If your investment is held through a HIN you must transact directly with your broker.

This form is issued by Macquarie Investment Management Australia Limited (Macquarie) ABN 55 092 552 611 AFSL 238321 and Macquarie Specialist Investment Management Limited (Macquarie) ABN 84 086 438 995 AFSL 229916, in each case for those Funds for which they act as Responsible Entity or Trustee.

Guide to completing this form

- Return the completed form by email or mail.



Please note: if you have multiple investor numbers held under different investor names, you must complete separate investor portal elevated access forms, as the authorised signatories on each account may differ.

1

Investor details

Fund name(s)

Investor name

Investor number

2

User login details



Please note: the user nominated here will have access to amend all details on the account and full authority to transact on the accounts of the investor

Do you have a current Portal username? If yes, please provide below.

If you do not currently have a Portal username, create one before submitting this form by registering on the Portal. A link to the Portal is provided on your recent investment statements.



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

Name of nominated user for the Portal (**User**)

Street name and number

Suburb

State

Postcode

Country

Mobile phone number

Date of birth (DDMMYYYY)

/ /

Email address

To contact Macquarie Asset Management Client Service, call **1800 814 523** or **61 2 8245 4900** or email **mam.clientservice@macquarie.com**.

You can also return the form to us at **PO Box R1723, Royal Exchange, NSW 1225 Australia**.

3 Agreement and declaration (to be signed only by the Investor)

I/We declare that all the details in this form are true and correct. I/We have read and understand the Portal General Terms of Use (Portal Terms and Conditions) and hereby:

- agree to be bound by the Portal Terms and Conditions, and where the Investor is not an individual, also agree that the Investor is bound by the Portal Terms and Conditions, and
- authorise the user nominated in Step 2 above to have access to the Portal including full authority to transact and amend investor account details on behalf of the Investor.

Signature 1

Date (DDMMYYYY)

 / /

Name

Signature 2

Date (DDMMYYYY)

 / /

Name

IMPORTANT – signing instructions

- This form must be signed by the Investor and not by any third party or nominated signatory.
- 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.
- 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.

4 Portal General Terms of Use

Your use of the Portal is subject to the following Portal General Terms of Use (**Portal Terms and Conditions**) and any specific terms and conditions that apply to services that you may access using the Portal. Macquarie makes no representation or warranty regarding the completion or accuracy of the information on or accessible through the Portal.

By using the Portal:

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

You, or the Authorised Person, may use the Portal only if you agree to all the Portal Terms and Conditions.

1. General

Definitions

The following definitions apply to these terms and conditions.

'Account' means an account representing an Investor's investment in a fund issued by a member of the public markets businesses of Macquarie Asset Management of the Macquarie Group.

'Investor' means an Investor in a fund issued by a member of the public markets businesses of Macquarie Asset Management of the Macquarie Group.

'Macquarie Group' refers to Macquarie Group Limited ABN 94 122 169 279 and its subsidiaries.

'Macquarie Managed Funds online portal (Portal)' means the electronic service whereby you are able to access information related to, and transact on, an Account.

'Password' means a series of characters which are issued by us or selected by you to secure access to the Portal. This includes any other form of security measures used for securing communications between parties, authenticating a person or restricting access to a service including public key infrastructure.

'Portal Terms and Conditions' means these terms and conditions, as amended from time to time.

'We, us or our' refers to the member of the Macquarie Group that is the issuer of the fund that is the subject of the Account and any other relevant member of the Macquarie Group.

'You' means the Investor or any person authorised by the Investor to have access to the Account.

2. Access to the Portal

- You accept these Portal Terms and Conditions each time the Macquarie Managed Funds Portal is used in conjunction with your Password. These Portal Terms and Conditions apply in addition to any other terms and conditions that may govern your use of the Portal. In the event of any inconsistency between these Portal Terms and Conditions and any other terms and conditions that may apply, these Portal Terms and Conditions prevail to the extent of such inconsistency.

Portal General Terms of Use (continued)

- 2.2 You agree:
- to use the Portal only as permitted by us and for a legitimate purpose
 - not to interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with the Portal
 - all rights including intellectual property rights in the Portal, the data and the information contained in the Portal are, as between you and us, owned by us
 - you will not contest our right to the intellectual property rights in the Portal or the data and you agree not to do anything to compromise those rights. You accept full responsibility and you indemnify us for any expense, loss or liability incurred as a result of any unauthorised use by you of such things
 - to your use of the Portal being monitored (whether by the use of cookies or otherwise) and any resultant information being used, stored and disclosed for our internal purposes or in accordance with applicable custom, law and regulation. Additionally, such information may be transferred to any of our overseas offices or to third parties (including any service provider who may provide the Portal service on our behalf to you) to process the information on our behalf:
 - to keep confidential and secure any information or data obtained at any time by using the Portal, and
 - to keep each Password secure and not permit any other person to use any Password or other security measure provided by us to you.
- 2.3 You must notify us promptly upon becoming aware of, or suspecting:
- that any person, other than you, knows or may use your Password or security measure
 - any unauthorised activity (including unauthorised changes to Investor or Account details or unauthorised transactions relating to your Account)
 - any loss, theft or misuse of a Password or security measure, or
 - any other breach of security.
- 2.4 We and our respective directors, officers and employees are entitled to assume that any access and operation of the Portal through, or following quotation of, a Password has been made by you, regardless of the true identity of the person accessing and operating the Portal (unless we are actually aware that, or have reasonable grounds to suspect that, such access and operation is unauthorised) and you unconditionally and irrevocably assume full responsibility for all acts or omissions of any person using a Password.
- 2.5 Your ability to access the Portal depends on the continued operation of, among other things, the Portal, your internet connection and your personal computer or other electronic device. A fault, delay or failure of any of these things could result in delay or failure to access the Portal. We are not responsible for any liability incurred in connection with any fault, delay or failure to the Portal or any related infrastructure, including any failure by you to transact via the Portal (except to the extent that such fault, delay or failure is directly caused by our negligence or wilful default).
- 2.6 To the maximum extent permitted by law, we make no warranty, express or implied, to you concerning the Portal. In particular, and without limiting the foregoing, we do not warrant:
- the correctness, accuracy, reliability or completeness of any information which you may obtain through the Portal
 - the merchantability, or fitness for a particular purpose of the Portal any associated systems, or any information contained in or any transactions requested through the Portal
 - the quality or timeliness of the Portal, any associated systems, or any information contained in or any transactions requested through the Portal
 - the continued availability or uninterrupted access to the Portal or any of its functions, or
 - that the Portal will be free of viruses, bugs, trojans or any other harmful coding.
- 2.7 In addition to any other undertakings, acknowledgements and representations given under any other agreement with us:
- you undertake to ensure that your use of the Portal complies with all applicable laws, rules, regulations, practices of exchanges and relevant associations, any agreements with us, and any of our policies which are brought to your attention from time to time
 - you acknowledge and agree that:
 - the Portal is provided 'as is' and is not tailored to your circumstances
 - the Portal does not serve as the basis for your investment decisions and, other than our fiduciary obligations as responsible entity of the fund that is the subject of the Account, we do not, in providing the Portal to you, act as an adviser or fiduciary for you, and
 - we are not responsible for any liability arising in connection with unauthorised access, inaccuracy or incompleteness of any information accessed through or any unauthorised amendments or transactions requested through the Portal (except to the extent directly caused by our negligence or wilful default), and
 - you represent and warrant that:
 - the Investor's details as set out in the Portal are complete, true and accurate and any amendments to those contact details are properly authorised by the Investor
 - any transactions relating to the Account that are requested through the Portal are properly authorised by the Investor (unless we are actually aware that, or have reasonable grounds to suspect that, the transaction is unauthorised)
 - you have all the rights, authorities, licences and consents to use the Portal, and
 - you will not sell, lease or provide the Portal or any information contained in it to any third party, either directly or indirectly, except as permitted by this Clause 2.
- 2.8 In addition to any other indemnities given by you under any other agreement with us, you indemnify and agree to keep us and our respective directors, officers and employees indemnified in full from and against all actions, suits, claims, demands, losses, liabilities, damages, costs, expenses and taxes which may have been, or may be, made or brought against, or suffered or incurred by, us directly or indirectly arising out of, or in connection with, any matters resulting from:
- your use of the Portal
 - your breach of these Portal Terms and Conditions
 - unauthorised access of the Portal by any person, or
 - unauthorised transactions requested through the Portal, except to the extent directly caused by our negligence or wilful default.

Portal General Terms of Use (continued)

- 2.9 To the maximum extent permitted by law, we are not liable to you or any other person claiming through you in contract, tort, under statute or otherwise for any loss of profit, revenue or anticipated savings, loss of business opportunity or goodwill, loss of data or recreation of lost data (other than as expressly provided), aggregated or exemplary damages, indirect, special or consequential loss whatsoever arising in relation to:
- the exercise or attempted exercise of our rights, powers or remedies under these Portal Terms and Conditions
 - any failure by us to exercise any rights, powers or remedies under these Portal Terms and Conditions
 - the Portal (including any systems malfunction or failure, unavailability of service, error in programming or error in or omission from information provided by the Portal)
 - unauthorised access, inaccuracy or incompleteness of any information accessed through the Portal
 - unauthorised transactions requested through the Portal, or
 - any other event or circumstance beyond our reasonable control,
- except to the extent directly caused by our negligence or wilful default.
- 2.10 Notwithstanding any other provision of these Portal Terms and Conditions, to the maximum extent permitted by law, our liability to you in respect of all claims, demands, actions or proceedings in contract, tort (including negligence), under statute or otherwise in relation to the Portal or this Clause 2 is limited to the fees paid by you to us in respect of the Investor's Account.
- 2.11 For our protection and your protection, we may suspend any use of the Portal if:
- we have reasonable grounds to suspect that the confidentiality of any Password or security measure has been compromised or an unauthorised transaction has been requested
 - you are in breach of any of your obligations under the Portal Terms and Conditions, or
 - we determine that it is necessary to otherwise protect our interests.
- 2.12 In addition, we reserve the right to alter the nature, composition and/or availability of the Portal.

3. Termination

- 3.1 Either party may, upon reasonable prior written notice to the other party, terminate use of the Portal and these Portal Terms and Conditions (without giving reasons), with such termination to be effective upon expiration of the notice period.
- 3.2 If Clause 3.1 applies:
- any indemnity granted by you
 - the representations and warranties given by you, and
 - any exclusion of our liability, under these Portal Terms and Conditions will continue to have full force and effect.

Notwithstanding termination of the use of the Portal and these Portal Terms and Conditions, any accrued rights and obligations of each party up to the effective date of termination continues to have full force and effect after the effective date of termination.

This Clause 3 operates in addition to any other rights or remedies conferred on us by any other agreement with us or by law.

4. Assignment

- 4.1 You must not assign, novate or otherwise transfer the benefit of these Portal Terms and Conditions or the Portal, or any of its respective rights, remedies, powers, duties or obligations under any of the foregoing, without our prior written consent.
- 4.2 We may, without reference to you, assign, novate or transfer in all or any part of, these Portal Terms and Conditions, the Portal and any of its rights, remedies, powers, duties and obligations under any of the foregoing.

5. Variation

- 5.1 We may vary the terms of these Portal Terms and Conditions in our absolute discretion. We will provide you with reasonable prior written notice of any amendment to these Portal Terms and Conditions and any such variation or amendment will be effective upon expiration of the notice period.

6. Severability

- 6.1 Any part of these Portal Terms and Conditions which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability, without invalidating the remaining parts of these Portal Terms and Conditions.

7. Governing law

- 7.1 These Portal Terms and Conditions are governed by, and shall be construed in accordance with, the laws of New South Wales.