



FUNDS
MANAGEMENT

Mulpha Real Estate Debt Fund Application Form

SECTION 1 INVESTOR INFORMATION

INVESTOR DETAILS

Full name of individual(s)
(if a natural person or persons)*

Date of birth*

Country of birth*

Current residential address*

Full name of company/partnership/trust/
trustee/ superannuation fund
(if not a natural person)*

ABN or ARBN or ARSN (if applicable)

Principal business/trust activity*

Are you a charity?*

Country established

Principal place of business*

Source of funds

CONTACT DETAILS

Name of contact person
(if applicable)

Occupation/position

Date of Birth

Current residential address

Email

Telephone (business)

Telephone
(home/mobile/other)

Facsimile

Postal Address (if different from above)

State

Post Code

Country

SECTION 2 TAX FILE NUMBER

TFN

Or Exemption

SECTION 3 DISTRIBUTION AND WITHDRAWAL DETAILS

I / we wish to have my / our income distributions (please tick one):

- Reinvested in accordance with the Distribution Reinvestment Plan;
- Paid directly to a bank, building society or credit union account in Australia with details provided below; or
- Paid by cheque to the address nominated on this Application Form or as subsequently notified in writing by me / us.

I / we wish to have my / our proceeds from withdrawal:

- Paid directly to a bank, building society or credit union account in Australia; or
- Paid by cheque to the address nominated on the Application Form or as subsequently notified in writing; or

Complete account details below if applicable:

Account Holder Name

BSB Number

Account Number

Bank Branch

**Bank/Building Society/
Credit Union**

SECTION 4 INVESTMENT DETAILS

Total Investment \$

To be paid by:

- Cheque. Cheques should be enclosed this Application Form and made payable to Mulpha Funds Management ATF Mulpha Real Estate Debt Fund and crossed "Not Negotiable".
- Direct debit. In this case, the 'Direct Debit Authority Form' attached to this Information Memorandum should be completed and enclosed with this Application Form.
- Direct transfer.

Direct Deposit Details for Applications:

Bank: **National Australia Bank**
Account Name: **Apex Fund Services Pty Ltd ACF Mulpha Real Estate Debt Fund**
BSB: **082 401**
Account Number: **431 478 575**

ADVISER USE ONLY

- Initial commission contribution fee.
- The maximum contribution fee payable by your client is 2.00% excluding GST.
- Alternatively, please nominate an amount below 2.00% to be paid by your client.

Initial Investment max 2% _____
Or (default) % _____

Additional Investments max 2% _____
Or (default) % _____

SECTION 5 IDENTIFICATION INFORMATION

The Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) laws oblige us to collect identification and other supporting information from investors – refer to AML/CTF in section 9.8 of the Information Memorandum.

The AML/CTF documentation required for processing this Application Form is outlined below.

You must attach the following CERTIFIED copies of documents to this Application Form.

Please provide the following documents:

- A (foreign) government issued passport
- National Identification Card or family book containing date of birth and photograph
- A (foreign) driver's license that contains a photo
- Source of funds documents, e.g. bank statements

SECTION 6 CRS SELF-CERTIFICATION

Mulpha Funds Management Pty Ltd is required to report information about the tax residency (and other details) of Account Holders to the Australian Taxation Office. You should seek advice as to whether you are a Passive Non-Financial Entity or an Investment Entity located in a Non-Participating Jurisdiction. ¹

PART 1 - ACCOUNT HOLDER IDENTIFICATION

Legal Name _____
Country of incorporation
(if a company) _____
Current Residence Address _____
Current Postal Address
(if different from above) _____

PART 2 – ENTITY CLASSIFICATION *Please tick **one** of the following boxes*

- 1 a. Australian retirement fund (including complying self-managed superannuation fund (“SMSF”)) which is a Non-reporting Australian Financial Institution.
b. Financial Institution – an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.
Note: if ticking this box please also complete Part 2(2) below.
c. Financial Institution – other Investment Entity.
d. Financial Institution – Depository Institution, Custodial Institution or Specified Insurance Company.
e. Active Non-Financial Entity (NFE) – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation.
Note: if ticking this box please also complete Part 2(3) below.
f. Active Non-Financial Entity (NFE) – a Government Entity or Central Bank.
g. Active Non-Financial Entity (NFE) – an International Organisation.
h. Active Non-Financial Entity (NFE) – other than (e) - (g).
i. Passive Non-Financial Entity (NFE) (investment entity such as a family trust).
Note: if ticking this box please also complete Part 2(2) below.
j. A charitable organisation that is registered in Australia with the Australian Charities and Non-for-Profit Commission (ACNC).
Note: if ticking this box please provide the charity’s ABN.

2 Further information

If you have ticked 1(b) or 1(i) above, then please indicate the name of any Controlling Person(s) of the Account Holder:

**We may ask for further information to be provided*

3 Further information

If you have ticked (e), please provide the name of the established securities market on which the corporation is regularly traded:

If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation:

¹ Please see <https://www.oecd.org/tax/exchange-of-tax-information/implementation-handbook-standard-for-automatic-exchange-of-financial-information-in-tax-matters.pdf> for the key terms used in this section 6

PART 3 - COUNTRY OF RESIDENCE FOR TAX PURPOSES

Please specify the Account Holder’s jurisdiction of tax residence (if resident in more than one jurisdiction, please detail all jurisdictions of tax residence and associated tax identification numbers). If the Account Holder is not tax resident in any jurisdiction, please provide the place of effective management or jurisdiction in which its principal office is located.

Jurisdiction of Tax Residence 1	Taxpayer Identification No. 1
_____	_____
Jurisdiction of Tax Residence 2	Taxpayer Identification No. 2
_____	_____
Jurisdiction of Tax Residence 3	Taxpayer Identification No. 3
_____	_____

Please fill out another form if resident in more than three jurisdictions

If TIN is unavailable, please specify reason(s) why:

PART 4 - DECLARATION AND SIGNATURE

The Account Holder:

- acknowledges the information contained in this form may be provided to the Australian Taxation Office, and this information may be further provided to other countries in which the Applicant is resident for tax purposes;
- undertakes to advise the Administrator promptly of any change in circumstance which causes the information contained in this form to become incorrect and to promptly provide an updated section 6 of this Application Form containing the correct information within 30 days of such changes; and
- confirms the countries of tax residence provided in this form represents all countries in which they are resident for tax purposes and that all statements made in this declaration are, to the best of their knowledge, true and correct.

Name of Signer(s) (please print)	Name of Signer(s) (please print)
_____	_____
Signature(s)	Signature(s)
_____	_____
Date	Date
_____	_____
Position/Title	Position/Title
_____	_____

SECTION 7 DECLARATION AND SIGNATURES

I/We have received the complete and unaltered Supplementary Information Memorandum dated 29 February 2024 (replacing the previous Information Memorandum dated 8 August 2023) (as amended by the Trustee from time to time) to which this Application Form relates. I/we have read and understood the entire Information Memorandum to which this Application Form applies. I/we agree to be bound by:

- the provisions of the Information Memorandum (as amended from time to time); and
- the Constitution (as amended from time to time) governing the Fund.

I/We declare/warrant that in making this application and investing in the Fund:

- all statements made by me/us are complete and accurate and this application complies with the terms of the Information Memorandum;
- I/we have legal power to invest in accordance with this Application Form;
- I/we are acting in accordance with our designated powers under the trust deed for a complying superannuation entity for the purposes of the Tax Act under the Superannuation Industry (Supervision) Act 1993 of which we are trustee;
- I/we am/are a “wholesale client” within the meaning of section 761G of the Corporations Act 2001 (Cth);
- I/we am/are an investor/s in a jurisdiction to whom it is lawful to make an offer or invitation to purchase Units;
- I/we are the trustee of a complying superannuation entity for the purposes of the Tax Acts;
- I/we received the invitation and made this application in Australia;
- I/we irrevocably appoint MFM as my/our attorney to jointly or severally execute and deliver any document (and anything incidental to such) to deal with the Units in the Fund (including the issue and cancellation of Units) provided such is done in accordance with this Information Memorandum and the Fund’s Constitution;
- if this Application Form is signed under Power of Attorney, the Attorney warrants that he/she has not received notice of revocation of that power and that power authorises the Attorney’s execution of this Application Form on behalf of the applicant (a certified copy of the Power of Attorney must be submitted with this application unless we have already sighted it);
- by their signature hereto, applicants on behalf of companies or as trustees for superannuation, provident or other funds or trusts warrant that the company or trustee, as the case may be, has the power to invest in Units and that the applicant is duly authorised to apply for such Units;
- I/we will notify MFM of any changes in the information provided in this Application Form (including on any of these declarations);
- I/we authorise MFM, its officers or agents, to do anything on our behalf necessary for Units to be issued to us; and
- I/we release and indemnify MFM against any liabilities whatsoever arising out of MFM acting on any communications received by phone, fax, or other electronic means in respect of my/our investments.

I / We acknowledge that:

- the return of this Application Form will constitute your offer to purchase Units;
- if this Application Form is not completed correctly it may still be treated as valid;
- MFM may accept or reject this application in whole or in part;
- once MFM receives this Application Form, I/we may not withdraw it;
- the decision of the Trustee on the number of Units allocated to me/us will be final, but I/we will not be treated as having offered to purchase more Units than is indicated on this Application Form;
- investments in the Fund are not investments, deposits or other liabilities of MFM or any associate of MFM;
- the information in the Information Memorandum to which this Application Form relates is general information only, does not constitute investment advice, and does not take into account the investment objectives, financial situation or investment needs of any particular investor;
- I/we have not relied on any statement or representation of the Trustee except as set out in the Information Memorandum;
- I/we have made my/our own enquiries, in particular in relation to the potential returns from and the risks associated with an investment in the Fund;
- I/we have had the opportunity to seek independent professional advice concerning the legal, tax and financial implications of investing in the Fund;
- an investment in the Fund is illiquid, and Unitholders have no right to require the redemption of their Units. In addition, the right of Unitholders to transfer Units are subject to any restrictions set out in the Constitution;
- Investments in the Fund is subject to investment and other risks, including possible delays in repayment and the loss of income and principal invested;
- neither MFM nor any associate of MFM guarantees the repayment of capital or the performance of the Fund or any particular rate of return from the Fund;
- MFM may disclose to any service provider to the Fund or to any regulatory body in any applicable jurisdiction copies of my/our Application Form and any information concerning me/us provided by me/us to MFM and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise;
- by signing this Application Form I/we acknowledge that I/we understand that MFM and/or any associate of MFM do not guarantee or in any way stand behind the performance of the Fund; and
- I/we declare that the Trustee, the Manager and/or its related entities will not be liable to me/ us or other persons for any loss suffered (including consequential loss in circumstances where transactions are delayed, blocked, frozen or where the Trustee or the Manager refuses to process a transaction).

Mulpha Real Estate Debt Fund Application Form

FOR INDIVIDUAL(S)

Name of Applicant (please print)

Position (if applicable)

Signature

Date

Additional Signature (if required)

Position (if applicable)

Signed by parent / guardian of those under 18 years of age:

Date

Send completed Application Form to:

registry@apexgroup.com

FOR COMPANY, TRUSTEE, TRUST, PARTNERSHIP OR SUPERANNUATION FUND

Name of Representative (please print)

Position of Representative

Name of Company/Trust/Partnership/Superannuation Fund

Signature

Date

Name of Director (please print)

Signature of Director

Date

Name of Director/Secretary (please print)

Signature of Director/Secretary

Date

Mulpha Funds Management Pty Ltd Direct Debit Authority Form

Send completed Application Form to: registry@apexgroup.com

Please complete this form using **BLACK INK** and print well within the boxes in **CAPITAL LETTERS**.

Mark appropriate boxes with cross.

All account holders must complete sections 1 and 2. If a third party is authorising the account holder(s) (shown in section 1) to debit their bank account, the third party must complete section 2 and sign below.

Start at the left of each answer space and leave a gap between words.

1. ACCOUNT HOLDERS

INVESTOR 1

Please provide your name(s) and/or account number below:

Account number: (individual accounts)

Title

Mr: Mrs: Miss: Ms: Other:

Given name(s)

Surname

Contact phone number

INVESTOR 2

Please provide your name(s) and/or account number below:

Account number: (individual accounts)

Title

Mr: Mrs: Miss: Ms: Other:

Given name(s)

Surname

Contact phone number

Mulpha Funds Management Pty Ltd Direct Debit Authority Form

COMPANY / PARTNERSHIP

Investor 2 (joint accounts) /partnership (if applicable)

Name of company or partnership

Name of Contact Person

2. ACCOUNT HOLDERS OR THIRD PARTY

I/We authorise Mulpha Funds Management Pty Ltd, until further notice in writing to arrange for funds to be debited from my/our account, at the financial institution identified as described in the schedule below, any amounts which Mulpha Funds Management Pty Ltd may debit or charge me/us through the Direct Debit System and in accordance with the Bulk Electronic Clearing System (BECS).

Please note: Third party bank accounts cannot be used for transacting online without authorisation and signatures from all account holders.

THE SCHEDULE (ACCOUNT TO BE DEBITED)

Name of Australian financial institution

Branch name or address

Branch number (BSB)

Account number

Name of account holder

Please update the following services with my new bank account details. Please mark the appropriate option:

Regular Investment Plan

Regular Withdrawal Plan

Online Services

Please note: By providing bank details in this section you authorise Mulpha Funds Management Pty Ltd to retain these details for all future transaction.

Mulpha Funds Management Pty Ltd Direct Debit Authority Form

DIRECT DEBIT AUTHORISATION

- I/We have read the 'Direct Debit Customer Service Agreement' provided below and agree with its terms and conditions.
- I/We request this arrangement to remain in force in accordance with details set out in the schedule and in compliance with the 'Direct Debit Customer Service Agreement'.

Mulpha Funds Management Pty Limited ABN 67 610 725 918 AFS Licence 488 493 (MFM) is the issuer of a range of investment products.

Signature of bank account holder or company officer

Print name

Signature of bank account holder

Date

Print name

Signature of bank account holder

Date

Please email the ORIGINAL form to:

registry@apexgroup.com

DIRECT DEBIT CUSTOMER SERVICE AGREEMENT

Our commitment to you

- We will send you regular transaction statements in addition to the initial confirmation of your drawings.
- Where the due date for a drawing falls on a non- business day, we will draw the amount on the next business day.
- We will provide written notice of any proposed changes to your drawing arrangement, providing no less than 14 days notice.
- If you are unhappy with any changes we make, you may cancel your direct debit arrangement without fee or charge by providing us with written notice as outlined under the heading 'Your rights'.
- We may terminate your direct debit arrangement if drawings are returned unpaid, or if debit is unsuccessful three times in any 12-month period.
- We will keep all information provided by you, and details of your nominated account at the financial institution, private and confidential.
- We will investigate and deal promptly with any queries, claims or complaints regarding debits, providing a response within 20 business days.

Your commitment to us

- It is your responsibility to check with your financial institution prior to completing the direct debit request, that direct debiting is available on that account.
- It is your responsibility to ensure that the authorisation on the direct debit request is identical to the account signing instruction held by the financial institution of the nominated account.
- It is your responsibility to ensure at all times that sufficient funds are available in the nominated account to meet a drawing on the due date for payment.
- It is your responsibility to advise us if the account nominated by you to receive the drawings is altered, transferred or closed.
- It is your responsibility to arrange with us a suitable alternative payment method if the drawing arrangements are stopped either by you or by the nominated financial institution.
- It is your responsibility to meet any charges resulting from the use of the direct debit system. This may include fees charged by us as a result of drawings returned unpaid, such fees being equal to actual costs we incur.

Your rights

- You may request to defer or alter the agreed drawing schedule by giving written notice to us. Such notice should be received by us at least five business days prior to the due date for the next drawing.
- You may cancel the direct debit arrangement at any time by giving written notice to us. Such notice should be received by us at least five business days prior to the due date for the next drawing. Your nominated financial institution may also accept a request to cancel your direct debit arrangement with us.
- All transaction disputes, queries and claims should be raised directly with us. We will provide a verbal or written response within 20 business days from the date of the notice. If the claim/dispute is successful, we will reimburse you by way of cheque or electronic credit to your nominated account. Please email MFM Investor Services via mfm@mulpha.com.au or Unit Registry via registry@apexgroup.com with any enquiries.