

Direct Debit Request Service Agreement

This document forms part of the Combined Financial Services Guide and Product Disclosure Statement relating to Perpetual Protected Investments – Series 3, issued by Perpetual Investment Management Limited (ABN 18 000 866 535) dated 17 March 2008.

This agreement must be read prior to completing the Direct Debit Authority on page 5 of the application form attached to the combined FSG and PDS.

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.
- **business day** means a day other than a Saturday, Sunday or a bank or public holiday in NSW.
- **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 between us and you.
- **us or we** means Perpetual Investment Management Limited and the Lender, which you have authorised by signing a direct debit request.
- **you** means the customer who signed the direct debit request.
- **your financial institution** is the financial institution where you hold the account from which you have authorised us to arrange a debit.

1. Debiting your account

- 1.1. By signing a direct debit request, 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.
- 1.2. We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- 1.3. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Changes by us

- 2.1. 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.

3. Changes by you

- 3.1. You may change the arrangements under a direct debit request by contacting us on 1800 002 513 during business hours (Sydney time).
- 3.2. If you wish to stop or defer a debit payment, you must either contact us on 1800 002 513 or notify us in writing, in both cases, at least five business days before the next debit day. This notice should be given to us in the first instance.
- 3.3. You may also cancel your authority for us to debit your account at any time by contacting us on 1800 002 513 or notifying us in writing, in both cases, at least five

business days before the next debit day. This notice should be given to us in the first instance.

4. Your obligations

- 4.1. 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.
- 4.2. If there are insufficient clear funds in your account to meet a debit payment:
 - 4.2.1. you may be charged a fee and/or interest by your financial institution
 - 4.2.2. you may also incur fees or charges imposed on incurred by us and
 - 4.2.3. 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.
- 4.3. You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4. If we are liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1. If you believe that there has been an error in debiting your account, you should notify us directly on 1800 002 513 during business hours (Sydney time) and confirm notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2. If we conclude as a result of our 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.
- 5.3. 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 of this finding.
- 5.4. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

You should check:

- 6.1.1. 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.
- 6.1.2. Whether your account details that you have provided to us are correct by checking them against a recent account statement and
- 6.1.3. With your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. Confidentiality

- 7.1. 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 ensure that any of our employees or agents who have access to this information about you do not make any unauthorised use, modification, reproduction or disclosure about that information.
- 7.2. We will only disclose information that we have about you:
 - 7.2.1. to the extent specifically required by law or
 - 7.2.2. for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1. If you wish to notify us in writing about anything in relation to this agreement, you should write to:

Reply Paid 5126
Perpetual Protected Investments
GPO Box 5126
Sydney NSW 2001

- 8.2. We will notify you by sending a notice in the ordinary post to the address you have given us in the application form.
- 8.3. Any notice will be deemed to have been received two business days after it is posted.