



# ACH Originator Client Agreement


\*Client ID Number(s)

PLEASE COMPLETE THIS FORM IN BLOCK LETTER AND ENSURE THAT ALL COMPULSORY FIELDS ARE FILLED IN

**TO: Guardian Group Trust Limited  
# 1 Guardian Drive  
Westmoorings**

**Subject: Authorization to Debit Client's Account**

**Primary Account Holder:**

**I/We:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
TITLE (Mr./Ms./Mrs.) FIRST NAME LAST NAME  
 (PLEASE PRINT NAME AS IT APPEARS ON BANK ACCOUNT)

**Joint Account Holder:**

**I/We:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
TITLE (Mr./Ms./Mrs.) FIRST NAME LAST NAME  
 (PLEASE PRINT NAME AS IT APPEARS ON BANK ACCOUNT)

hereby authorize: Guardian Group Trust Limited of #1 Guardian Drive, Westmoorings, to debit my/our account held at:

\_\_\_\_\_ BANK NAME AND ADDRESS

for the amount of \$ \_\_\_\_\_  
PLEASE PRINT THE AMOUNT IN WORDS AND FIGURES AND IN TTD

effective: \_\_\_\_\_ to \_\_\_\_\_  
(DD/MM/YYYY) (DD/MM/YYYY)

**Account to be Debited**

- Current Account
- Savings Account

**Bank Account Number**

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**Identification # (Primary A/C Holder)**

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**Identification # (Joint A/C Holder)**

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**Payment Frequency**

- Single
- Recurring – 15<sup>th</sup> day of each month
- Recurring Last day of each month

Once received, these funds should be subscribed to the following Mutual Fund (s) in the following accounts as applicable:

CLIENT ID	Fund	Amount (TT\$)
	TTD Monthly Income Fund	
	Pan Caribbean Balanced Fund	

CLIENT ID	Fund	Amount (TT\$)
	TTD Monthly Income Fund	
	Pan Caribbean Balanced Fund	

CLIENT ID	Fund	Amount (TT\$)
	TTD Monthly Income Fund	
	Pan Caribbean Balanced Fund	
	<b>TOTAL</b>	

I/WE AGREE WITH THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS DOCUMENT.

\_\_\_\_\_  
PRIMARY ACCOUNT HOLDER  
**SIGNATURE**

\_\_\_\_\_  
(DD/MM/YYYY)  
**DATE**

\_\_\_\_\_  
JOINT ACCOUNT HOLDER  
**SIGNATURE**

\_\_\_\_\_  
(DD/MM/YYYY)  
**DATE**

**For official use only**

Client's banking information verified (account number and named parties)

Client's mutual fund account information verified (account number and named parties)

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
(DD/MM/YYYY)  
**DATE**

## **TERMS OF USAGE AGREEMENT**

You acknowledge by signing the Guardian Group Trust Limited **ACH ORIGINATOR CLIENT AGREEMENT** that you have read, understood and agreed to the following terms and conditions and agree that these terms and conditions are acceptable to you. You will not be able to participate in these funds unless you have agreed to these terms and conditions.

### **General**

This Agreement governs your participation in the Guardian Group Trust Limited Series of Mutual Funds. In this Agreement, the words "you" and "your" refer to the mutual fund account holder(s) and its authorized signatories. In this Agreement, the word "fund" refers to the Series of Mutual Funds.

### **Debits from Bank Accounts**

Guardian Group Trust Limited shall, on the date(s) specified within this agreement, debit the account identified with the applicable amount.

### **Credits to Mutual Fund Accounts**

Guardian Group Trust Limited shall only subscribe cleared funds to its mutual fund accounts. To this end, all funds debited from your bank account shall be subscribed within three (3) working days of being debited. Clients shall receive credit for interest or receive the relevant NAV from the date that these subscriptions are made.

### **Costs and Charges**

Participation in the Guardian Group Trust Limited Series of Mutual Funds is free of charge. The normal charges associated with your mutual fund account, transactions or services will continue to be applicable. Any charges incurred by Guardian Group Trust Limited that are related to transaction failure due to insufficient funds being present in clients bank accounts shall be debited from your mutual fund account(s). Guardian Group Trust Limited reserves the right to review its pricing from time to time and change or amend charges to the Series of Mutual Funds as deemed necessary and you will be advised of these changes as they become applicable.

### **Other Agreements**

Unless otherwise stated, this Agreement is in addition to all other existing agreements between you and Guardian Group Trust Limited, if there is a conflict between the existing agreements and this Term of Use Agreement, the existing agreements prevail.

### **Changes in Services / Terms**

Guardian Group Trust Limited may change the features of the Series of Mutual Funds and the terms set forth in this Agreement at any time. You will be notified of any such change as required by applicable law.

### **Cancellation**

You may cancel this Agreement at any time by written notification Guardian Group Trust Limited. Guardian Group Trust Limited has the right in its sole discretion to limit, suspend or terminate your participation in these funds and cancel this Agreement should there be repeated unsuccessful attempts to debit your bank account identified herein.

### **Confidentiality**

You have a right to confidentiality provided always that Guardian Group Trust Limited may disclose any information about you and your accounts in response to credit inquiries; pursuant to legal process or subpoena, or if disclosure is necessary, desirable or to protect Guardian Group Trust Limited's interests.

### **Limit of Liability**

Guardian Group Trust Limited will make reasonable efforts to ensure the timely execution of investments via these funds. Guardian Group Trust Limited will be responsible for acting only on the instructions contained within this Agreement. Guardian Group Trust Limited does not assume responsibility or liability for transaction failures due to restrictions on your bank account.

### **Settling disputes**

All disputes between you and Guardian Group Trust Limited shall be settled directly between you and the company. You and Guardian Group Trust Limited will attempt to settle any dispute or difference arising out of this Agreement amicably. If an amicable resolution cannot be attained, Guardian Group Trust Limited may opt to initiate legal process or the parties agree that the dispute be submitted to mediation.

### **Indemnity**

You agree to indemnify and hold harmless Guardian Group Trust Limited, its associates, subsidiaries and affiliates and their officers, directors, employees and agents, all third party suppliers and their respective officers, directors, employees and agents, from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable attorney's fees and expenses and costs of investigation (collectively, "Damages") resulting from third party claims.

### **General**

You confirm that the information on the registration form is accurate to the best of your knowledge and that you will promptly notify Guardian Group Trust Limited of any change in the information as it occurs. In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable. This Agreement shall be governed by the laws of Trinidad and Tobago.

### **Declaration and Agreement**

I/We, the undersigned hereby declare that:

1. I am/We are over 18 years of age
2. To the best of my/our knowledge and belief, the information provided on this application is true and correct
3. I/We will notify Guardian Group Trust Limited of any changes in the information provided in this application or any documents as may be reasonably requested in connection there with

I/We hereby apply to participate in the Guardian Group Trust Limited Series of Mutual Funds on the aforementioned Terms and Conditions which I/We have read and understood and agree to be bound by upon acceptance of this application by Guardian Group Trust Limited. I/We hereby acknowledge that no agreement will come into force until the acceptance of this application by Guardian Group Trust Limited who may require further information from me/us for this purpose and Guardian Group Trust Limited shall be under no obligation to accept this application.