

Important Information

About this PDS

This Product Disclosure Statement (“PDS”) is dated 16 December 2020 and is issued by The Trust Company (RE Services) Limited ABN 45 003 278 831, AFSL number 235150 (“Responsible Entity”, “we”, “our” or “us”), the Responsible Entity of the registered IDPS-like managed investment scheme known as the Xplore Managed Account ARSN 128 111 857 (“Scheme”). The PDS relates to the classes of interest in the Xplore Managed Account known as the Fat Prophets Managed Accounts. The PDS should be read together with the Investment Menu and where appropriate, any relevant disclosure document for an underlying investment option, prior to making any decision to invest. The Responsible Entity has issued other classes of interests in the Scheme which differ from the interests in the Fat Prophets Managed Accounts and may in future issue further classes of interests in the Scheme.

Terms used in this PDS

Certain capitalised terms in this PDS have defined meanings. Refer to the ‘Defined Terms’ section.

Website and Investment Menu

Before you invest, we recommend you read the PDS in its entirety and go through it carefully with your financial adviser or Adviser if you have any questions. This PDS should also be read with the online Investment Menu which is incorporated by reference into the PDS, which includes details of available investment options accessible through the Fat Prophets Managed Accounts. The Investment Menu is available via the Fat Prophets Portal for existing investors, and you can also receive a paper copy free of charge upon request.

Updated information

Information in this PDS that is not materially adverse information is subject to change from time to time and may be updated by notice to your adviser and by publishing the information at www.fatprophets.com.au and on the Fat Prophets Portal. A paper copy, or electronic copy, of any updated information is available to you free of charge on request to your adviser. If there is a change to the information contained in the PDS that is materially adverse information, then the Responsible Entity will issue a supplementary or replacement PDS in accordance with the Corporations Act.

Eligibility

Investment in the Fat Prophets Managed Accounts is only available to persons who receive the PDS in Australia and have an Australian licensed or authorised adviser who is registered to distribute the Fat Prophets Managed Accounts or to certain Wholesale Clients. We may refuse to accept applications from particular persons or classes of persons at our discretion.

Applications

Initial Applications for investment in the Fat Prophets Managed Accounts can only be made via the online Application Form which must be completed via the Fat Prophets Portal with assistance from your financial adviser. The printed and signed Application Form must be sent to the Administrator together with any necessary identification documents in order to open your Account. Applications will not be accepted unless accompanied by an original signed Application Form or, in the case of additional investments, a valid Account Instruction received via the Fat Prophets Portal. The Corporations Act prohibits any person from passing the Application Form on to another person unless it is provided with the PDS.

Electronic PDS

This PDS is issued as an electronic product disclosure statement and is available via the Fat Prophets Portal. A paper copy of this PDS can be obtained free of charge on request to your financial adviser or the Distributor.

General advice only

The information contained in this PDS is general information only and does not take account of your personal financial situation, objectives or needs. Before making a decision to invest in the Fat Prophets Managed Accounts, you must read and consider the PDS in its entirety and seek professional advice (including accounting, taxation and other advice from your financial adviser) regarding the appropriateness of this investment for your personal circumstances before proceeding to invest. This includes considering your investment objectives, situation and particular investment needs and the risks of investing in the Fat Prophets Managed Accounts, including those listed in the ‘Benefits of the Fat Prophets Managed Accounts’ and ‘Risks’ sections.

Interpretation of legislation

The information in this PDS relating to financial services, taxation and other relevant laws is based on the Responsible Entity’s interpretation of existing laws at the time the PDS was prepared. The taxation information is provided as a general overview of how these laws may apply to you; it should not be relied upon as a complete statement of all relevant laws and it may change from time to time. We strongly recommend that you discuss your personal position with your accountant and/or financial adviser.

About the Responsible Entity

The Trust Company (RE Services) Limited (Responsible Entity) is the trustee of the Xplore Managed Account and is a wholly owned subsidiary of Perpetual Limited ABN 86 000 431 827 (“Perpetual”) and part of the Perpetual group, which has been in operation for over 130 years. Perpetual is an Australian public company that has been listed on the Australian Securities Exchange for over 50 years.

The Responsible Entity holds Australian Financial Services License number 235150 issued by ASIC, which authorises it to operate the Scheme.

The Responsible Entity may appoint third parties, including related body corporates of those parties, to assist or manage certain aspects of the Scheme's operations. Those third parties or their related body corporates may in turn have agreements with other third parties or their related body corporates, to assist with or manage certain aspects of the Scheme's operations.

About the Administrator

The Administrator of the Fat Prophets Managed Accounts is Margaret Street Administration Services Pty Ltd ABN 63 163 681 678 (Corporate Authorised Representative No 440581 of Investment Administration Services Pty Ltd ABN 86 109 199 108 AFSL 284316), a wholly owned subsidiary of Xplore Wealth Limited ABN 34 128 316 441. The Administrator provides the proprietary web based administration platform, known as the "Fat Prophets Portal", to deliver the transactional and administration systems for the Fat Prophets Managed Accounts. The Administrator has given and not withdrawn its consent to the PDS containing information referable to it in the form and context in which that information appears. The Administrator has not issued or caused the issue of the PDS and is not responsible for any other statements in the PDS which are not referable to it.

About the Custodian

The Custodian will provide custody services in relation to certain investments made through the Scheme and will hold legal title of those investments on behalf of the Responsible Entity pursuant to a custody agreement. Refer to the 'Additional Information' section for more information.

About the Distributor

The Distributor is appointed under an agreement with the Responsible Entity to distribute the Fat Prophets Managed Account. The Distributor is also appointed as Investment Manager of Managed Portfolios and will receive a fee for investment management services. For more information about the Distributor's investment management services, refer to the Investment Menu. The Responsible Entity may also appoint third parties, including a related body corporate of those third parties or through agreements those third parties have with other third parties, to assist or manage distributor operations.

Investment in the Fund

The Responsible Entity, the Administrator, the Distributor and their related bodies corporate do not guarantee the performance or success of the Fat Prophets Managed Accounts, the repayment of capital or any rate of return on your investment. Future returns may differ from past returns. Investments in the Fat Prophets Managed Accounts are subject to risk, including the risks set out in the 'Risks' section. No person has been authorised by the Responsible Entity to make any representation or to give any information about the Fat Prophets Managed Accounts that is not contained in this PDS or the Investment Menu. None of the persons mentioned in this PDS have authority to make statements on behalf of, or bind, the Responsible Entity.

Your Interest

When you invest in the Fat Prophets Managed Accounts you are an indirect investor because the investments you choose are not held in your name, but are held on your behalf. Your rights as an indirect investor are different to your rights if you had invested directly in the investments accessible through the Fat Prophets Managed Accounts. For example, you will not receive information and communications in relation to your underlying investments although you have the right to request copies of these communications if you wish. See the 'Communications Regarding Your Underlying Investments' section for further details.

Costs of investing through Fat Prophets Managed Accounts

The total fees and charges you will pay will include the costs of investing in the Fat Prophets Managed Accounts as well as the cost of any underlying investment you choose. It is important that you understand the fees and costs of any investment you select are in addition to the fees and costs charged by the Responsible Entity for administering your Account and the Fat Prophets Managed Accounts as a whole. The costs of the investments are set out in this PDS, the Investment Menu and the relevant disclosure documents for the underlying investments (available via the Fat Prophets Portal). See the 'Fees and Other Costs' section for further details.

If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

About the Fat Prophets Managed Accounts

Fat Prophets Managed Accounts is a comprehensive investment administration platform delivering:

- a broad range of tailored investment solutions for all investor risk profiles
- superior administration, and
- flexible reporting.

The Fat Prophets Managed Accounts aim to put greater control over your investments in your hands. It is designed to be operated and accessed electronically.

Who is Fat Prophets?

Fat Prophets is a stock market research and wealth management firm with offices globally. Fat Prophets has a long-term track record in stock selection and portfolio management. Fat Prophets believes that long term returns can be achieved by combining a value driven fundamental assessment of a stock's future prospects, with underlying trends and a top down appraisal of key macro-economic factors. Underpinning this is a strong contrarian approach to stock selection and a fundamental bias towards value.

Benefits of investing through the Fat Prophets Managed Accounts

Your Account allows you to:

- construct and operate an investment portfolio (with the assistance of your financial adviser) tailored to your particular situation, needs and requirements
- allocate your funds (with the assistance of your Adviser) to your selected Managed Portfolios or Self-Directed Investments
- tailor regular savings, withdrawal or investment plans to help meet your financial strategies, objectives and needs
- monitor your Account at any time
- access consolidated reporting on your investments, and
- set investment preferences (such as excluding certain securities from your portfolio) (with the assistance of your financial adviser).

Your financial adviser may give you advice that takes into account one or more matters relating to your financial situation, investment objectives and needs in relation to investing in or through the Fat Prophets Managed Accounts (being personal advice) or general advice on an

ongoing basis or ad hoc basis or execution only services (or a combination of these services) as required by and agreed with you. Your Adviser may give you general advice on an ongoing basis or an ad hoc basis, or execution only services (or a combination of these services) as required by and agreed by you.

The investment universe

The investment universe is broad, with options which may include:

- ASX Listed Securities
- Managed Funds
- Cash and Term Deposits
- International Equities
- Initial Public Offerings
- Exchange Traded Funds
- Exchange Traded Options
- Fixed Interest Securities

Investment Menu

The Investment Menu is the list of investments from which you may choose to pursue the investment strategy developed by you together with your financial adviser. The Investment Menu forms part of this PDS and the Responsible Entity may update it from time to time. You should read the Investment Menu for further details about all available investment options before making investments via your Account.

You can obtain a copy of the current Investment Menu free of charge as follows:

- Access the Fat Prophets Portal if you are an existing member
- Contact your financial adviser or Adviser
- Call the Administrator on 1300 669 891, or
- Email support@xplorewealth.com.au

Investment Selection

The Responsible Entity may appoint third parties to assist with or manage investment consulting services and has a policy for how it selects the investment options from which you can choose. See the 'How the Responsible Entity Selects Investments for the Investment Menu' and 'How the Responsible Entity Selects Listed Securities for the Self Directed Investments' sections for further details.

Investment options

You can access the investment universe in two ways via:

Self-Directed Investments, which give you the flexibility to follow your own strategy and select any investments listed in the Investment Menu, and

Managed Portfolios, which are professionally managed by Investment Managers according to their stated mandate.

Self-Directed Investments

You can select any “Self-Directed Investments” from the Investment Menu to build and operate your own portfolio. For the investment options available as Self-Directed Investments see the summary below and the Investment Menu.

Self-Directed Investments

Managed Funds

The Fat Prophets Managed Accounts offer access to a wide variety of Managed Funds across the major asset classes. Many of the Managed Funds available are only available to wholesale investors giving you access to lower management fees than would otherwise be on offer to retail investors.

ASX Listed Securities

You can select from any listed security or exchange traded fund or option quoted on the ASX. These include ordinary shares, property trusts and exchange traded funds.

International listed securities

The Investment Menu offers a list of international securities available on selected exchanges from which you can choose. We may be able to facilitate investments in additional international listed securities upon request. Please have your financial adviser or Adviser contact the Administrator for details.

Term Deposits

The Investment Menu includes a selection of issuers, terms and rates for term deposit investments.

Other investments

From time to time, the Responsible Entity may approve other types of investments for inclusion on the Investment Menu. Always check the Investment Menu for details before making an investment. Go to the Fat Prophets Portal for a copy of the current menu.

Your Cash Account

Central to the operation of your Account is your Cash Account. The Cash Account is used to settle all transactions in your Account as well as receive all contributions and withdrawals (that are not in-specie), and pay fees and other expenses. Your Cash Account is designated by the Responsible Entity as an individual Cash Account, but is invested with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ) via a single omnibus account held by the Custodian on behalf of the Responsible Entity, which essentially pools the cash of all investors together.

We report to you on your Cash Account in a consolidated manner along with the other investments in your Account. We credit any bank interest or dividends/distribution income earned on your investments to your Cash Account as and when we receive it.

The Responsible Entity, in conjunction with the Investment Manager of Managed Portfolios has set a target and minimum cash percentage for the operation of your Account. This is to ensure there is sufficient cash to pay fees and settle any charges incurred in your Account.

- The target percentage is 2% of the total value of your Account.
- The minimum percentage is 1% of the total value of your Account.

The above percentages are in addition to any cash holding that a particular investment option (such as a Managed Portfolio) may require as part of its asset allocation.

When you invest, 2% of your Application Money or contribution will be automatically allocated to your Cash Account.

Where the Cash Account percentage falls below the minimum cash percentage required, we may sell some of the investments in your Account. We may continue to sell investments until your cash holding is brought up to the target percentage level as permitted by the Constitution. This will be done in line with your Account Instruction or any subsequent Account Instruction received from you (if you have provided one).

The rebalancing of the Cash Account is subject to tolerance allowances. For example, the minimum percentage requirement may not be enforced if the Responsible Entity is satisfied that the shortfall will be covered by incoming cash flow from contributions, interest and dividends, or where the minimum percentage is breached due to fluctuations in the market value of the investments in your Account.

We will not make any withdrawals from your Cash Account except where instructed by you in accordance with the terms and conditions in this PDS or any other associated agreement.

Managed Portfolios

Managed Portfolios are also known as separately managed accounts (SMAs). They are a non-unitised type of managed investment scheme that allows you and your financial adviser to access a portfolio of investments that are professionally managed according to a defined investment mandate. The Investment Manager has been appointed by the Responsible Entity to carry out ongoing monitoring and re-balancing to maintain portfolio weightings of Managed Portfolios.

Through the Fat Prophets Managed Accounts, you can choose from a range of Managed Portfolios across different asset classes, investment managers and strategies, then customise your portfolio to match your personal situation.

The Investment Menu sets out the Mandate for each Managed Portfolio, including a description of the investment strategy, objectives, investment universe and asset allocation. The Investment Menu also sets out the fees and costs for the Managed Portfolio, which are charged to your Account for the investments you select and the range of Investment Managers you can access.

By investing in one or more Managed Portfolios, that portion of your Account is subject to ongoing monitoring and rebalancing as the Responsible Entity will buy and sell securities for you based on the relevant Investment Manager's instructions.

It is possible to customise selected Managed Portfolios (see below). Each of these approaches changes the way the Managed Portfolio operates, and you should read the relevant section of this PDS and the Investment Menu for further details.

Managed Portfolio weightings

If you choose to invest in one or more Managed Portfolios, your individual weightings or mix of Managed Portfolios are applied on a "floating" basis. This means that the weightings (i.e. the value in dollar and percentage terms) will fluctuate from time to time as the performance of one Managed Portfolio differs from the performance of another.

We will only reweight your Managed Portfolio on an Account Instruction from you or your Representative. You should refer to the Investment Menu for further details of how this works.

Customising your Managed Portfolio

Some of the Managed Portfolios offer you the ability to customise. You should review the Investment Menu to determine if the Model Portfolio you invest in offers customisation. Customisation allows you to direct us to exclude or lock certain stocks within a Managed Portfolio as follows:

- Lock Managed Portfolio: suspends any transactions from occurring, other than the processing of corporate actions by the Responsible Entity.
- Exclude Securities: Where you do not wish to invest in a particular security, you can elect to exclude that security from a Managed Portfolio.

To customise your Account (if available) at any time, provide us with an Account Instruction. You should be aware that customisations may involve additional fees and costs. For further information on these costs please refer to the 'Fees and Other Costs' section.

Managed Portfolios requiring higher minimum cash holdings

Some Managed Portfolios require a minimum cash holding greater than the minimum percentage and target percentage levels for each Cash Account referred to above.

If a Managed Portfolio you hold has excess cash above the minimum required for that Managed Portfolio (for example, from additional contributions, interest, dividends and distributions or the proceeds from the sale of investments), then the excess cash may be used by the relevant Investment Manager to acquire further investments for your Managed Portfolio.

Benefits of the Fat Prophets Managed Accounts

Fat Prophets Managed Accounts provides convenient and transparent investment administration with the ability to construct a portfolio in line with your investment objectives. Some of the key benefits include the following:

Ease of administration

The platform is an easy-to-use system delivering secure online consolidated reporting, tax and performance information including a set of annual tax reports for each Investor.

Choice and control

The Fat Prophets Managed Accounts offer you investment choice and control over your investments. With the advice and assistance of your financial adviser to the extent required by you and agreed with your financial adviser, you can pursue your own investment strategy as you choose what we buy, sell and transfer on your behalf. The Investment Menu includes the major asset classes such as Australian and international shares, listed property, alternative assets, fixed interest and/or cash. You can choose from professionally managed investments (e.g. Managed Funds and Managed Portfolios) or from our menu of "Self-Directed Investments".

Online access 24/7

You (either through your own login or through your financial adviser or Adviser) can access your Account information and provide Account Instructions at any time via the Fat Prophets Portal. The secure Fat Prophets Portal login allows you to view your Account details, monitor your investment performance and access a wide range of consolidated reports.

Consolidated reporting

The Fat Prophets Managed Accounts provide consolidated portfolio reporting including valuations, asset and sector allocation and performance analysis through the Fat Prophets Portal. The Fat Prophets Portal displays information on your Account generally as at the close of the previous Business Day.

Transparency

The Fat Prophets Managed Accounts allow you to see each individual investment in your Account, as well as accrued fees, charges and taxes relating to your Account on an itemised basis, providing you with a clear understanding of the total costs of investing through the Fat Prophets Managed Accounts.

Interest on your Cash Account

You have access to a Cash Account to which contributions, transactions and income are allocated. Cash in your Cash Account earns a competitive rate of interest which is allocated from the omnibus account, so your cash is working for you at all times. The interest for Australian dollar based cash is based on the ANZ Official Cash Rate (OCR), which is determined independently by ANZ but is directly indexed to the RBA cash rate target, although ANZ may adjust the rate in certain circumstances. Interest is calculated and accrued on a daily basis and paid monthly in arrears, and you can view the bank interest that has been credited from the omnibus account to your Cash Account by reviewing the online reports available via the Fat Prophets Portal. Information about the ANZ OCR from time to time will also be made available via the Fat Prophets Portal or on request.

Beneficial ownership of assets

You retain beneficial ownership of investments made through the Fat Prophets Managed Accounts at all times, although please note that your investments are held on your behalf and not in your name.

An investment in the Fat Prophets Managed Accounts removes many of the burdens associated with direct ownership. In particular, unless you request otherwise, you will not receive any direct communications from registries or companies including annual reports, dividend payments, corporate action notices, CHESS Holding Statements and contract notes, simplifying paperwork for you.

The Responsible Entity will receive and process these on your behalf and then report to you on how such communications were processed (see the 'Reporting' section for further details). Additionally, your privacy is protected as your name does not appear on public registers.

In respect of the Managed Portfolios the Responsible Entity will, in conjunction with the Investment Manager (where applicable), determine what it considers the best course of action for investors of the Fat Prophets Managed Accounts as a whole regarding particular corporate actions such as takeovers, mergers and buybacks. Be aware, however, that what is best for investors as a whole may not be best for an individual investor. This is a risk inherent in being an investor in a managed investment scheme such as the Fat Prophets Managed Accounts.

Tax reporting and audit

The Scheme is audited annually, and you will receive an end of financial year tax summary of your Account to assist your accountant and/or tax adviser with the preparation of your tax returns. The systems the Responsible Entity and Administrator rely on to deliver the Fat Prophets Managed Accounts are also audited on an annual basis.

Effective tax management

Individual tax processing of your Account enables you to benefit from your individual investment decisions. CGT is not payable on in-specie transfers into or out of the Fat Prophets Managed Accounts unless the owner of the security ceases to be the beneficial owner. Also, you can adopt the "tax parcel" accounting method to suit your personal circumstances and choose from one of three methods: the First In First Out (FIFO) method, Max Gain method or Min Gain method. Please refer to the 'Taxation' section for further information. Your financial adviser can assist you to change your preference from time to time depending on your personal circumstances.

Professional investment management

If you select one or more Managed Portfolios or Managed Funds then those assets are professionally managed in line with the Mandate for the Managed Portfolio or the stated investment strategy for the Managed Fund by a range of professional Investment Managers.

Customisation of certain Managed Portfolios

Some Managed Portfolios permit you to customise your holdings by, for example, allowing you to exclude certain securities, or to lock a Managed Portfolio from being transacted upon.

Risks

Before you invest in the Fat Prophets Managed Accounts you should consider the risks associated with the Fat Prophets Managed Accounts and the specific risks relating to the underlying investments that you access via the Fat Prophets Managed Accounts.

All investments carry risk and different investment strategies may carry different levels of risk. This section highlights some of the significant risks you should consider in light of your risk profile when deciding whether to invest through the Fat Prophets Managed Accounts. It is not an exhaustive list of all the risks associated with the Scheme or your underlying investments through the Scheme.

We do not guarantee the liquidity of the Scheme or any underlying investment you access through the Fat Prophets Managed Accounts, nor do we guarantee repayment of capital or any rate of return or investment performance. The value of your investments accessed through the Fat Prophets Managed Accounts will vary. Returns are not guaranteed, and you may lose money by pursuing your investment strategy through the Fat Prophets Managed Accounts. The level of returns is not guaranteed and will vary. Future returns may differ from past returns.

Your personal situation

Before you apply to invest in the Fat Prophets Managed Accounts, you should identify exactly what you want your investments to achieve and what level of risk you are willing to take on the investment failing to perform in line with your expectations, or performing negatively over a period of time. Your risk profile will vary depending on a range of factors including your age, the investment time frame (how long you wish to invest for), your other investments or assets and your risk tolerance.

We strongly recommend that you obtain personal advice from your financial adviser as to the suitability of the Fat Prophets Managed Accounts for you and the underlying investments you select through the Fat Prophets Managed Accounts, taking into account your personal situation, needs and investment objectives. We strongly recommend that you regularly re-assess your investment strategy and risk profile with your financial adviser and re-calibrate your investment portfolio as necessary.

Some key risks relevant to Fat Prophets Managed Accounts

The following section outlines the key risks of the Fat Prophets Managed Accounts.

Risks relevant to the Fat Prophets Managed Accounts

Scheme risk	The inherent level of risk involved in investing in the Fat Prophets Managed Accounts. This includes the risk of changes to the Constitution (e.g. altering fees, notice periods or withdrawal processes) and changes in one or more Investment Managers. The laws governing registered managed investment schemes may change at any time. We will provide you with 30 days' notice of any proposed increases to the fees. Other risks include The Trust Company (RE Services) Limited being removed as the Responsible Entity or termination of the Fat Prophets Managed Accounts.
Structural risk	As your investments are held indirectly through the Fat Prophets Managed Accounts rather than being held directly in your own name, your ability to deal with your investment may be affected in the unlikely event of a breach of duty or insolvency on the part of the Responsible Entity or the Custodian. The structure of the Fat Prophets Managed Accounts also means that you rely on the Responsible Entity and the Administrator to ensure the accuracy and efficiency of the Scheme's administration and computer systems. Failure in any of these systems may cause a delay in processing and reporting on your Account.
Investment manager/fund manager risk	Risks associated with investments in Managed Portfolios and Managed Funds due to the involvement of a professional investment manager. The manager may not achieve the stated benchmarks and there is a risk that your investments may not perform as well as expected. Additionally, a manager may lose key people or manage risk poorly, may lose its licence to operate or become unable to perform its duties. There is also a risk its mandates or strategies could be altered or closed.
Responsible entity and administrator	Risks associated with the reliance of Investors on the Responsible Entity and the Administrator. Operational risks may impact the capability of the Responsible Entity or Administrator or interrupt the operation of the Fat Prophets Managed Accounts to risk. For example, if the Administrator does not have adequate human and technological resources then it may not achieve the service levels set out in the administrator agreement.
Fraud and technology risk	The risk that persons with access to your Account details may provide the Administrator with fraudulent or other unauthorised instructions. You should keep your Fat Prophets Portal username and password secure. There is also risk associated with reliance on technological systems and interfaces provided by external service providers.
Counterparty risk	Counterparties can include brokers for exchange traded derivatives, structured investment counterparties, fixed income investment issuers and term deposit takers. There is a risk of loss to your investment due to the failure of a party involved in a transaction to meet their obligations.
Legal and regulatory risk	Changes in laws or their interpretation, including taxation, corporations and superannuation laws, may have a negative impact on your investment.
Limited cooling off rights	If you wish to withdraw from the Fat Prophets Managed Accounts and are a Retail Client you can make a request within 14 days of the earlier of the day you receive confirmation of your initial Application and the end of the fifth day after the day your first investment is made through the Fat Prophets Managed Accounts. The Responsible Entity must take reasonable steps to realise your investment and return your money or securities, although fees and other costs may apply. The value of the investments may have changed meaning that you may receive an amount back that is less than your Application Money.

Some key risks relevant to investing generally

The following section outlines some of the key risks of investing generally.

Each underlying investment option available via the Fat Prophets Managed Accounts also has its own specific risks and these are outlined below. You should seek advice from your financial adviser and/or refer to the relevant offer or disclosure document for an underlying investment (available on request from your financial adviser or the Distributor) regarding the specific risks of that investment.

Importantly, as the Fat Prophets Managed Accounts offers you investment choice, the risks of investing, and performance of your portfolio, are highly dependent on the investments that you select.

Some specific investment risks

Market risk	Certain events may have a negative effect on the price of all types of investments within a particular market. These events may include changes in economic, social, technological or political conditions, as well as market sentiment, the causes of which may include changes in governments or government policies, political unrest, wars, terrorism, pandemics and natural, nuclear and environmental disasters. The duration and potential impacts of such events can be highly unpredictable, which may give rise to increased and/or prolonged market volatility.
Timing risk	<p>The risk of the price falling in a market shortly after the purchase of an investment or, conversely, the risk of the price rising in a market shortly after an investment is sold. Timing risk is relevant where we are buying and selling assets on your behalf, or your financial adviser or an Investment Manager (for a Managed Portfolio) is advising us to do so. For example, if you provide instructions to us to purchase assets on your behalf, then we will execute that order as soon as practicable. However, there will always be some delay while we process your order and sometimes these delays can be outside our control. At worst, it is possible the delays could result in a loss to you.</p> <p>Additionally, if you have requested, we carry out more than one Account Instruction, then we may need to carry the instructions out consecutively, rather than simultaneously, which may increase the timing risk.</p>
Political risk	The risk that investments could be adversely impacted by political factors. These could include changes to domestic and international political parties, legislative changes (such as taxation laws) or changes in government policy.
Volatility of returns	Risk is inherent in every investment decision and in general, investments with a higher expected return tend to carry a higher level of risk. Investment returns may be volatile over time and, accordingly, an Investor may lose money or be unable to recover their initial investment amount. The value of your Account will rise and fall in value. It is important for Investors to know that the future performance of any investment in the Fat Prophets Managed Accounts is not guaranteed, including any return in the form of income.
Liquidity risk	<p>Certain financial products are difficult to realise. This risk can be higher for particular types of investments, such as small capitalisation shares, direct property, many alternative assets and some debt/credit instruments. Liquidity may also be limited in certain markets. Additionally, for some investments such as Managed Funds, redemptions may be suspended, delayed or altered at the level of the Managed Funds. This may impact the ability of an Investor to exit/liquidate their underlying investment.</p> <p>Under the terms of the constitution the responsible entity is entitled to refuse to act on requests to redeem an investment in the Fat Prophets Managed Accounts in certain situations. See the 'Withdrawing all or part of your investment' section for more details.</p>
Sector risk	These include, but are not limited to, demand for the type of product or service a company produces or provides, commodity prices, the economic cycle of industry, shifts in consumer demands, lifestyle changes or advances in technology.
Concentration risk	Should a particular asset class be adversely impacted, other highly correlated asset classes run a greater risk that they will also be affected. You have the flexibility to design your investment portfolio as you see fit, however, you should be aware of the risk of concentrating on similar or correlated asset classes (including through the use of Managed Portfolios and Managed Funds). Seek specific advice on the level of concentration risk appropriate to your circumstances.

Some specific investment risks

Equity risk	<p>The risk inherent in investing in listed equities where prices may be volatile due to stock market dynamics. Such dynamics may include company-specific issues (e.g. a change in management, failure of a business venture), economic conditions, regulatory changes or political influences. Shares issued by companies may fall in price or at their worst, may lose all of their value. International shares may be affected by foreign exchange movements, different taxation treatments to those applied to Australian shares and political and regulatory risks/changes associated with overseas markets and countries.</p> <p>In a declining market, securities of smaller capitalisation companies may experience short-term price variation and may become less liquid (liquidity risk increases). Smaller companies are also likely to be more financially dependent upon a small number of key management personnel. This increases the risk of a company becoming insolvent if there are adverse developments, including failure of a product, loss of a large customer or changes in management.</p> <p>There may be other risks associated with the use of hybrids, convertible preference shares and other non-vanilla equities such as counterparty and settlement risk.</p>
Fixed income risk	<p>Fixed income investments are subject to default risk where the credit issuer fails to meet interest payments or repay the principal or both. By investing in a fixed income investment there is a risk that if you terminate before the maturity date, you could be subject to costs or reduced interest. Also, where you invest in a fixed income investment via a third party (such as a Managed Portfolio or Managed Fund) you are also subject to all the risks and conditions set out in the disclosure or offer document for that investment.</p>
Interest rate risk	<p>Investments may be subject to movements in domestic and international interest rates, which may affect the value of an investment and/or markets as a whole. For example, the costs of a company's borrowing may increase if interest rates rise, which in turn may reduce the value of an investment in that company. Fixed interest debt securities may also fall in value. Also, a company or Managed Fund may breach its financial obligations and be forced to liquidate and repay outstanding debt obligations.</p>
Currency risk	<p>Currency risk, also known as exchange rate risk, is inherent in investments made in foreign markets. Movements in the Australian dollar exchange rate can reduce the return on or the value of an investment denominated in a foreign currency.</p>
Credit risk	<p>The risk that a third party to a credit transaction will not honour their obligations and may default on payments of interest and/or principal. In some instances, derivatives such as credit default swaps are used to mitigate such risk, however this may incur derivative risk (see below).</p>
Derivative risk	<p>A derivative is a financial instrument which has characteristics derived from an underlying asset or index. The use of derivatives attracts a higher level of risk than other investment classes. The risks include the failure of the value of derivatives to move in line with the underlying asset, a derivative position may be costly to reverse, the parties/counterparties associated with the derivative contract may not fulfil their obligations, and derivatives may be impacted by market liquidity. As derivatives expose your investment to leverage, your potential losses and gains are multiplied in relation to movements in the price of the underlying assets.</p> <p>Derivatives, including put and call options, can be used to protect against changes in the market value of existing investments, to simulate an investment position without purchasing or selling the underlying asset, to partially or substantially manage against various risks such as credit and interest rate risks or to gear an investment or a portfolio. Please read the Investment Menu to determine which investment options use derivatives and consult your financial adviser prior to selecting any of them.</p>
Options risk	<p>Options are a form of derivative and there are inherent risks associated with their use.</p> <p>When you purchase an option, you have a known and quantifiable loss. If a purchased option expires and you have not exercised the option, then your loss is limited to the amount you paid for the option, often referred to as a "premium".</p> <p>If you sell a "call option" over a security for a premium, you are giving the purchaser of the call option the right to buy your security for a specified price (the "strike price"). You will receive the premium and, if the option is exercised, a guaranteed price for your security. By granting the option, you are giving up any potential "upside" in the security. This means that if the security increases to a value higher than the strike price, you will not receive the difference between the strike price and the higher value when the option is exercised.</p> <p>We strongly recommend that you consult your financial adviser about the suitability of options for your particular circumstances.</p>

Some specific investment risks

Emerging markets risk	Often the regulatory and legal framework, as well as the economic and political structure, in emerging markets can lack transparency, maturity and flexibility, thus creating increased risk for Investors. Changes to such frameworks and structures have the potential to adversely impact investments made in such markets.
Valuation risk	The Administrator will utilise third parties to provide market values for holdings within each Account as at the relevant redemption value or prior trading day's close price. However, there may be times where a security's or holding's price is not current or stale. This could occur for a number of reasons not limited to the infrequent pricing of the holding (for example managed funds that only price monthly) or where a security is under a temporary trading halt, or is no longer trading due to being under external administration. In these circumstances your account value may appear greater than the true value of your investments. In the case of securities suspended from trading you may have beneficial ownership of a security that cannot be sold. This can also have an impact on the fees you pay.

Establishing and operating your account

How to apply

To apply for an Account in the Fat Prophets Managed Accounts you need to do the following:

1. With assistance from your financial adviser to the extent required by you and agreed with your adviser, complete the Application Form. By signing the Application Form you agree to the terms and conditions set out in, and are bound by, the Constitution.
2. Print and sign the Application Form, including the declarations. Your financial adviser will also need to sign the Application Form.
3. Gather copies of AML/CTF identification documents in accordance with the AML/CTF Booklet.
4. You can arrange your payment of Application Money in one or more of the following ways:
 - EFT
 - Direct debit
 - In-specie Transfer
5. Send the original signed Application Forms, AML/CTF identification documents and payment (or payment instructions) to the address set out on the Application Form.
6. Instructions regarding the investments to purchase for your Account can be provided separately, after the Account is open, via the Account Instruction form.

Further information about the details we require and instructions about how to complete the Application Form are set out on the Application Form itself.

Minimum investment

The minimum investment in the Fat Prophets Managed Accounts is \$25,000, unless otherwise permitted by the Responsible Entity. There may also be minimum initial investment amounts for certain investment options. Please see the Investment Menu.

Applications may be refused

An initial Application will only be processed when we have received the original, completed Application Form together with payment of the Application Money and/or an In-specie Transfer of securities, plus the relevant AML/CTF or other required identification documentation. We reserve the right to refuse an initial or additional application in whole or part at our discretion and if we do so then we will refund your Application Money within five Business Days.

Application money

We will accept application money in cash (via electronic funds transfer or direct debit), or by transfer of existing holdings of securities or other in-specie transfer (In-specie Transfer), or a combination of cash and In-specie Transfer:

EFT (direct credit)	Please use the following account details: BSB: 013 918 Account number: Your Fat Prophets Managed Accounts account number
Direct Debit	Complete and sign the 'Direct Debit Request' section of the Application Form, to direct us to debit money from your nominated bank account.
In-specie transfers	For an In-specie Transfer of securities or other assets, we require appropriately signed transfer forms and details of the cost history of each parcel or asset. Please see below for more details.

Application Money held before we establish your Account will be held by the Responsible Entity in accordance with the Corporations Act and the Responsible Entity will be entitled to any interest earned. There is currently no interest charged or earned on this account.

In-specie transfers in

Your existing holdings of listed securities or other assets can be transferred into your investment in the Fat Prophets Managed Accounts (at the time of Application or at a later time) as long as we agree to the transfer and:

- the securities or assets are beneficially owned by you (which may include those held in custody by other services);
- we receive appropriately signed transfer forms (if applicable); and
- we receive the cost history of each transferred parcel or asset.

If you instruct us to apply the securities being transferred in-specie into your Account to one or more Managed Portfolios, we will attempt to do this. However, if any security cannot form part of your selected Managed Portfolio(s) we will sell them on your behalf and place the proceeds in your Cash Account.

Transaction fees may apply to in-specie transfers, as well as a transfer fee if your requested transfer relates to a Managed Fund not listed on the Investment Menu. Refer to the 'Fees and Other Costs' section for more details.

Role of your financial adviser and the adviser

We believe it is important for you to obtain independent professional advice about your financial circumstances, investment objectives and financial needs and whether an investment in the Fat Prophets Managed Accounts is suitable for you. Accordingly, we generally will not accept an Application unless you have a financial adviser who is authorised to advise on and distribute the Fat Prophets Managed Accounts or you are a Wholesale Client.

Your financial adviser is responsible for ensuring you receive all relevant documentation prior to you or your financial adviser making an Account Instruction or placing a transaction and for keeping copies of your Account Instructions and transaction instructions.

When you apply to become a member of the Fat Prophets Managed Accounts you appoint your financial adviser as your agent and representative. You may also appoint your Adviser as your agent and representative. By becoming an Investor, you agree that your financial adviser (and Adviser if applicable) is authorised to do certain things that you can do on your behalf, including:

- instruct transactions on your Account by placing Account Instructions; and
- receive information and reports on your behalf, to the extent permitted by law.

This authorisation continues until you provide written notice to us that it is cancelled or changed, and you are bound by all acts of your financial adviser (and Adviser if applicable) as if they were your own. However, please be aware that under no circumstances can your financial adviser or your Adviser:

- change your nominated bank account; or
- set up or vary a Regular Contribution Plan for you (Refer to the 'Transacting' section for more details); or
- vary your Regular Payment Plan (Refer to the 'Transacting' section for more details),

unless the relevant Account Instruction is accompanied by the signature of the Investor and account holder.

The extent of the authority you provide your financial adviser is a matter between you and your financial adviser as is whether you choose to obtain personal or general advice on an ongoing or ad hoc basis or execution only services or a combination of such services from your financial adviser. It may be possible to provide your financial adviser broad powers over your Account in some circumstances. If you would like your financial adviser to have any level of discretion around the instructions the financial adviser provides to us about your Account then you should speak to your financial adviser about this arrangement and have it appropriately documented as we will generally act on your financial adviser's instructions unless you instruct us otherwise in writing.

Generally, we provide your financial adviser (and/or Adviser if applicable) with all communications relating to your Account and full access to make transactions on your behalf. We require you to complete a Representative Form to authorise us to take instructions from your Representative in relation to your Account. Most Investors nominate their financial adviser as their Representative.

Change of financial adviser's status or if you cease to have a financial adviser

If you have nominated your financial adviser as your agent and representative and your financial adviser ceases to hold an Australian Financial Services Licence (AFSL), ceases to be an Authorised Representative or an authorised financial adviser of their licensee, is no longer authorised to distribute the Fat Prophets Managed Accounts or if you cease to have an authorised financial adviser you:

- may not be able to retain your Account in the Fat Prophets Managed Accounts or your Account may be subject to different terms and conditions (including regarding fees and costs and available investment options) that relate to the new licensee; and
- must notify us in writing of any of the above occurring in relation to your financial adviser.

Should this occur, then the Responsible Entity will provide you with three months' notice that action needs to be taken to seek a replacement authorised financial adviser or your Account will be closed. If the notice period expires and you have not appointed a financial adviser that is authorised to distribute the Fat Prophets Managed Accounts, the Responsible Entity will treat this as a withdrawal request regarding your total Account balance. As we do not generally allow members to provide Account Instructions directly via the Fat Prophets Portal, you will remain a member of the Scheme for this three-month notice period but you may not be able to transact, unless you appoint another financial adviser that is authorised to distribute the Fat Prophets Managed Accounts during the notice period. Otherwise, on expiry of the three-month notice period, you will be taken to have instructed us to sell the assets in your Account and transfer the proceeds to your nominated bank account. Following this, your Account will be closed.

Please refer to our policy setting out what will happen if:

- you no longer have a licensed financial adviser
- your financial adviser ceases to be an authorised financial adviser of their licensee
- you cease to have a financial authorised adviser, or
- your financial adviser is no longer authorised to distribute the Fat Prophets Managed Accounts,

which is available free of charge on request from the Administrator or Responsible Entity.

Overview of how your account works

1. In conjunction with advice from your financial adviser to the extent required, you choose your investments from the Investment Menu in line with your risk and return objectives.
2. Once your initial or subsequent application has been accepted you and/or your financial adviser and /or your Distributor provide us with an Account Instruction to purchase investments.
3. On opening of your Account, you are provided with a segregated Cash Account from which any fees and charges are deducted, transactions are settled, and any dividends/distributions and bank interest credited. Each Account must maintain a target cash holding of 2% and a minimum of 1% of the total value of your Account at all times (this is in addition to cash holdings which may be required by certain investment options).
4. You can review the performance of the investments in your Account (including your Cash Account) by reviewing the online reports available via the Fat Prophets Portal.
5. You are able to change your investment allocation in line with your changing circumstances or objectives by providing the Responsible Entity with an Account Instruction.
6. You, your financial adviser and the Distributor can review at any time various reports such as valuations, asset and sector allocation and performance analysis through the Fat Prophets Portal. Additionally, you are provided with an annual tax summary to assist you with your tax planning.

Transacting

Once accepted as an Investor in the Fat Prophets Managed Accounts you can begin transacting on your Account. You will be given a secure username and login to access the Fat Prophets Portal. Please keep this safe and advise us immediately if this is lost or compromised. You or your Representative can then provide us with your Account Instructions at any time. Ask your financial adviser or the Distributor for assistance.

Please be aware that transacting on your Account will attract fees and other costs. See the 'Fees and Other Costs' section for further details.

Choosing your investments

A comprehensive range of investment solutions is available via the Fat Prophets Managed Accounts. The complete Investment Menu you can choose from is available via your financial adviser or the Fat Prophets Portal when you are a member of the Fat Prophets Managed Accounts. We strongly recommend that you seek personal advice from your financial adviser to determine which investment option(s) to invest in and regularly review your investment option(s) against your personal requirements and goals, although if agreed with your financial adviser or the Adviser you can obtain general advice and/or execution only services (or a combination of these services) from your financial adviser or the Adviser.

Account instructions

Account Instructions can only be provided to the Administrator online by using the Fat Prophets Portal. Your Representative acting on your behalf must login to the Fat Prophets Portal and follow the prompts to make an Account Instruction.

We generally process Account Instructions on the next Business Day after we receive them, however, certain assets may be traded in batches to achieve the transaction costs quoted in the 'Fees and Other Costs' section of the PDS. Additionally, there may be times when processing may be suspended or delayed or is simply not achievable, for example, for reasons outside our control. Under the Constitution we are not bound to process instructions by any particular time but we will use our reasonable endeavours to give effect to an Account Instruction as soon as practicable after receipt.

We may, in exceptional circumstances, accept instructions provided in writing to us by post (contact the Administrator for the relevant forms), however generally the Fat Prophets Managed Accounts is a fully online product.

There are terms and conditions relating to online instructions to which you agree to when you make an application; these are set out in the 'Online Terms and Conditions' section.

Cash account and timing of account instructions

To allow adequate processing time and to meet deadlines set by the Custodian and the Administrator, your Cash Account may be debited in advance of the due date required by the underlying investment to which your Account Instructions relate. No interest will be payable by the Responsible Entity or the Custodian for the funds debited during this time period.

Making additional investments

You can make additional investments at any time by:

- electronically transferring cash;
- arranging a direct debit;
- In-Specie Transfers in; and
- establishing a Regular Contribution Plan or a Regular Savings Plan.

When you become an investor, you will be able to make additional contributions to the Scheme at any time via electronic means using the bank account details in the 'Application Money' section.

Your additional investment must be accompanied by an Account Instruction referable to that additional investment. Unless you advise us via a specific Account Instruction what the payment is to be used for, we will invest your additional investment in your Cash Account.

Before making an additional investment, you should refer to the website for any updates to this PDS (including a supplementary or replacement PDS) on the Fat Prophets Portal.

Please note that if you invest through the Fat Prophets Managed Accounts in Managed Funds or other investment options which have their own disclosure document, you may not be viewing the most current version and should check whether the issuers of those investment options have issued updated disclosure documents. Your financial adviser or the Distributor can assist you with obtaining the current disclosure document at any time.

Your own savings plan

You may instruct your financial institution to pay an agreed amount into your Account on a regular basis ("Your Own Savings Plan"). You can choose the amount, frequency and timing of these payments. We will provide you with the bank account details to direct your regular savings plan payments once your Account is opened.

You must provide us with an Account Instruction to invest the cash that accrues via Your Own Savings Plan, or the additional amounts will remain invested in your Cash Account. This Account Instruction may be a standing instruction that will remain in place until you change it.

Regular contribution plan

You may choose to set up a Regular Contribution Plan to authorise us to debit an agreed amount from your bank account each month for investment into your Account. This must be at least \$100 per month and will be debited on the 15th of each month or the next Business Day, unless we determine otherwise.

If you wish to participate in a Regular Contribution Plan, you will need to complete a Direct Debit Request Form (available from us, the Distributor or your financial adviser) and provide instructions to us on the Application Form. Please note that you cannot arrange a direct debit from a third-party account. If you wish to set up a Regular Contribution Plan at a later time after your initial application, you must provide an Account Instruction which includes instructions about how to apply any regular contributions.

All Account Instructions in relation to Regular Contribution Plans must be accompanied by a signature of the account holder/Investor. We will not accept instructions from your Representative to set up or vary a Regular Contribution Plan.

If you wish to change the terms of your Regular Contribution Plan, you must complete and lodge a new Direct Debit Request Form. We will not charge you a fee if you stop, change or reduce your Regular Contribution Plan at any time, but we require at least two Business Days' notice to effect such a change.

Important: You must provide us with an Account Instruction to invest the cash that accrues via your Regular Contribution Plan, or the additional amounts will remain invested in your Cash Account. This Account Instruction may be a standing instruction that will remain in place until you change it.

Receiving income, dividends or distributions

All income from dividends and distributions will generally be received as cash and paid into the Cash Account (i.e. dividends/distributions will not be reinvested back into the asset which generated the dividend/distribution).

However, if a Managed Portfolio generated the income, the income will be treated as cash and that cash will be paid into the relevant Managed Portfolio that holds the security from which the dividend was received.

Withdrawing all or part of your investment

You can generally request a withdrawal from your Account at any time by providing an Account Instruction via the Fat Prophets Portal.

Payment to you can be made in the following ways (see below for further details on each option):

- a cash withdrawal as a direct deposit to your nominated bank account or financial institution
- an In-specie Transfer, or
- a combination of an In-specie Transfer and cash/direct deposit.

We will act on any Account Instruction that appears to have come from you. If you give us a withdrawal instruction, you must seek our approval before revoking the instruction.

We will endeavour to comply with your Account Instruction request to withdraw promptly, subject to the terms of the Constitution which generally allows a period of 30 days for the Responsible Entity to act on a withdrawal request. Note, however, that in some circumstances a longer period may apply (including restricted or suspended trading, market uncertainty or extreme price fluctuation affecting realisation of an asset of the Scheme).

Upon receiving an instruction to withdraw your total Account balance, the Administrator will deem your investment to have been terminated and unless you have advised the Administrator otherwise, and we agree, your Account will be closed.

Withdrawing cash

If you would like to withdraw cash from your Cash Account, you must provide us with an Account Instruction. You must nominate a bank account into which all cash withdrawals are to be paid which must be in the same name as your Account and not to a third party.

Note: We will not accept a variation instruction regarding your nominated bank account from your Representative (i.e. all Account Instructions in relation to changing your nominated bank account must be accompanied by the signature of the Investor and account holder).

If we deem it is necessary to sell investments in order to satisfy your request to withdraw cash, then:

- Unless you instruct us otherwise, we will sell investments proportionately across your Account.
- The amount you will receive will be the price at which the investments are actually sold, net of all fees, charges and expenses, including brokerage and other transaction costs.
- The proceeds will generally be available within 24 hours of settlement of the sale of the relevant investments. We anticipate that settlement will generally occur within four Business Days. Longer periods may apply, for example, in the case of the ex-distribution period of a Managed Fund.

We will generally commence selling the investments on the next Business Day following our receipt of your Account Instruction, however, there may be delays in selling assets due to factors beyond our control, such as market conditions and the liquidity of the investments.

See the 'Risks' section for further details.

The cash from selling your securities will accumulate in your Cash Account until the full amount is available to be transferred into your nominated bank account. Please note that administration and other ongoing fees will apply to this cash balance whilst it remains in your Account.

Note that you and your financial adviser are responsible for maintaining the minimum cash balances referred to in the 'Your Cash Account' section otherwise we may sell a portion of your assets held through the Scheme on the above basis to fund any ad hoc withdrawals without your consent.

In-specie transfers out

If you no longer wish to hold your investments through the Fat Prophets Managed Accounts, you may be able to transfer them out by requesting an In-specie Transfer, enabling you to hold them directly in your own name or through another structure or service.

You must provide an Account Instruction, which will include completing the relevant transfer form, indicating the name and number of securities to be transferred and the account number they are to be transferred into.

Please note that a change in ownership (such as a transfer to a self-managed superannuation fund) will require the completion of an Australian Standard Transfer Form and may be a CGT event. Fees and costs may also apply (see the 'Fees and Other Costs' section for details). Please contact your financial adviser or the Distributor for further details.

Regular withdrawing (regular payment plan)

You may request regular payments from your Account to be paid to a nominated bank account. This may be:

- a fixed amount every month; or
- a monthly payment of any dividend or distribution income that has been received into your Account over the preceding month.

Regular withdrawal payments will be automatically credited to your nominated bank account as cleared funds on the 15th day of each month (or the nearest earlier Business Day).

If you choose a regular payment from your Account then we will pay monthly payments from your Cash Account. This Account Instruction may be a standing instruction that will remain in place until you change it.

Important: If there is insufficient cash in your Cash Account, your fixed amount income stream will NOT be paid. You will need to provide us with an Account Instruction to sell investments in your Account to cover the withdrawals and to restore your target Cash Account balance. This will result in an overall reduction in the value of your investment and there may be taxation consequences to you as a result of selling your investments in this way. Please ask your financial adviser if this is unclear to you.

For Investors who elect to receive a monthly payment of any dividend or distribution income generated by their Account, the total value of dividends and distributions received in the preceding month will be paid. It is important to note that the value of this income stream will vary from month to month in line with dividend and distribution payments and there may be some months in which no dividends or distributions are received into the Account (and therefore there will be no monthly payment to you). Also, be aware that receipt of dividends or income by an Investor is ordinarily subject to tax in the investor's hands.

To request, vary or cancel a regular payment please provide us with an Account Instruction. Please note the request needs to be received by our office at least four Business Days before the due date of the next income payment otherwise the change will not be effected until the following month.

While Account Instructions about regular withdrawals may be provided online, they must be accompanied by the signature of the Investor/account holder.

Important: We will not accept Account Instructions from your Representative to change the details about how Regular Payment Plan withdrawal proceeds are paid to you.

When we will not process withdrawals

We may suspend withdrawals during periods in which there is closure or disruption of a relevant stock exchange or if other unusual circumstances outside of our control persist. Notification of such events will be placed on the Fat Prophets Portal.

Additionally, your right to withdraw from a particular underlying investment may not be available if the relevant PDS or disclosure document for that investment becomes defective. Because the Custodian is the registered owner (i.e. you are investing indirectly), the product issuer of the defective product is not required to return the investment to you or provide you with other options such as notification of an option to withdraw under section 724 (for disclosure documents) or section 1016E (for PDSs) of the Corporations Act.

Withdrawal rights may also be affected where redemptions are offered on a scaled-back basis, for example, where the relevant underlying investment is 'illiquid'. As your investments may be pooled with other investors, the amount you could be entitled to may be distributed pro-rata with the other investors resulting in an amount less than would be the case if the investment was held individually.

In some circumstances, Managed Funds may be frozen, meaning that the Fund Manager cannot or will not process withdrawals meaning we cannot process your withdrawal request from the Fat Prophets Managed Accounts.

Additionally, Investors should note the Constitution does not require us to act on your withdrawal request if it would mean your Account falls below a minimum balance that we prescribe. In that case, we would be entitled to treat the request as applying to all assets or a class of asset you hold through the Fat Prophets Managed Accounts and close your Account. Currently we do not impose a minimum balance requirement. We will provide you with 30 days' notice if we choose to impose this requirement in the future.

If any investors withdrawal request results in the holding of an underlying investment falling below the minimum investment amount prescribed in the PDS of that underlying investment, then we will redeem the balance of that underlying investment.

Reporting

You can access consolidated portfolio reporting for your Account via the Fat Prophets Portal once your Account has been opened.

We will only accept Applications from Investors who agree to receive their reports electronically. See details about our online terms and conditions in the 'Online Terms and Conditions' section of this PDS.

Account information

You can view your Account and its value and composition via the Fat Prophets Portal. Each Investor's Account is accounted for separately to that Investor.

You can access the following information about your Account via your secure Fat Prophets Portal login:

- your Account details including a list of the investments in your Account
- the performance of your Account over varying periods
- valuations of your Account generally updated each Business Day
- a list of your Cash Account transactions
- your Cash Account balance
- any investment purchases and sales made on your behalf
- details of distributions and dividends paid
- any brokerage charged to your Account
- any transaction fees charged, and
- any fees, costs and other charges deducted from your Account, which include the costs of investing in the Fat Prophets Managed Accounts and the costs of the underlying investment options you select.

The cash balance, the current aggregated value of your Account and the value of the underlying investment positions will generally be updated as at the close of the previous Business Day.

Investors should note that when we are buying and selling assets for you, you will not be able to see the exact composition of your Account until these transactions have been finalised. There may be times when the delay is for a longer period at the Responsible Entity's or the relevant Investment Manager's discretion (if relevant).

Confirming transactions

Depending on the type of security being transacted, there may be no specific transaction confirmations other than as provided through the Fat Prophets Portal.

All communications with you and your financial adviser are electronic via the Fat Prophets Portal. If you cannot access the Fat Prophets Portal, temporarily or on an ongoing basis, please contact us or your financial adviser immediately.

Online tax reports via the Fat Prophets Portal

You can view, at any time, tax reports such as an income summary, GST reporting, fees and a realised capital gains tax summary from the Fat Prophets Portal, to assist you with your tax planning.

Annual tax report

A comprehensive Annual Tax Report for your Account is published on the Fat Prophets Portal between August and October each year. This report provides important information for you and your tax adviser to assist with completion of your tax return and any other financial reporting requirements you may have. The Annual Tax Report will contain information regarding income, capital gains events, contribution and withdrawal transactions, a detailed cash book and a reconciliation of movements from one year to the next. These reports are designed to report transactions and positions, and if relevant to your Account, report across multiple currencies in Australian dollars.

Annual account information

Investors can access annual account information about their Account's performance and investment returns and transactions up to 30 June of each financial year.

Your statement will only be accessible via the Fat Prophets Portal, generally within three months of the end of each financial year (in electronic form only). All correspondence relating to the Fat Prophets Managed Accounts is electronic. Please contact your financial adviser or the Distributor if you require a paper copy.

Audit reports

Each year, we will obtain an independent auditor's report on the accounting systems and controls applicable to the Fat Prophets Managed Accounts that supports the accuracy of the information in your annual transaction and valuation statements. A copy of this report will be made available via the Fat Prophets Portal within three months of financial year-end.

You will also receive an annual audit report of the Fat Prophets Managed Accounts. This will be available through your Fat Prophets Portal and on our website within three months of financial year-end.

Communications regarding your underlying investments

As the investments in your Account are held in the Custodian's name, we receive notices about corporate actions and other communications that relate to your investments. We provide a summary of these communications to your financial adviser and the Distributor, but we generally do not provide you with a copy.

If you would like a copy of these communications, then please contact the Administrator on 1300 669 891. You are also entitled to make a standing request in relation to a class of communications. We are entitled under the Constitution to charge a fee for this service but we currently waive that fee (see the 'Fees and Other Costs' section for more information).

Taxation

The following taxation information is intended as a general guide only and should not be relied upon by you as taxation advice specific to your needs or objectives. The information is based on the Responsible Entity's understanding and interpretation of current Australian tax laws and how they relate to Australian resident Investors only. Foreign resident investors should seek specific advice about the taxation treatment of the assets in their Account, both in Australia and in their jurisdiction of residence. Investors should be aware that laws and interpretations may change from time to time.

Warning: Investors are advised to seek their own independent professional tax advice in relation to an investment in the Fat Prophets Managed Accounts, as taxation treatments may differ according to individual circumstances.

Taxation of the Fat Prophets Managed Accounts

Investors are the beneficial owners of all of the assets in their Account. Therefore, the Responsible Entity is not liable for and does not itself pay income tax on any income or capital gains that are made on the assets held in the Fat Prophets Managed Account for Investors. However, in some circumstances, it may be necessary for the Responsible Entity to withhold an amount from a payment made to an Investor, such as where an Investor does not quote a Tax File Number.

Further, Investors have an interest in the assets held through Fat Prophets Managed Accounts which cannot be defeated or terminated (that is, they have an 'absolute interest' in the assets). As such, any income or gain attributable to assets (e.g. securities) in the Investor's Account is deemed as having accrued directly by the Investor and not to the Responsible Entity.

Tax on income

Any income derived from an Investor's Account (e.g. dividends, interest, gains on the disposal of investments) is assessable to the Investor. However, an Investor may be able to offset part or all of any resulting tax liability if they receive tax credits (e.g. franking credits, withholding tax credits or foreign tax credits).

Please note that an Investor's holding of the underlying securities which generated any franking credits will affect the Investor's entitlement to use such credits to obtain a tax offset (or a refund, in some cases). The general rule is that an Investor is only entitled to a franking credit if the securities in question have been held at risk for more than 90 days for preference securities, and more than 45 days

for ordinary securities (not counting the day of acquisition or disposal). Investors should not be required to satisfy the general rule if they receive less than \$5,000 of franking credits from all investments (including those not held in a Fat Prophets Managed Account) in an income year.

Investors should seek their own independent professional tax advice to confirm how tax law will apply in the Investor's specific circumstances. The online tax reporting that will be provided to Investors will set out the approximate tax credits generated on an Investor's Account.

Tax on capital gains

Disposal of investments in an Investor's Account may arise if the Investor, or the Investment Manager on behalf of an Investor, makes a withdrawal or switch between Managed Portfolios.

A gain or loss realised on the disposal of investments will be taxed according to whether the investments were held, and the disposal was made, by the Investor on capital account or on revenue account. Investors are advised to seek independent professional tax advice, which takes specific consideration of their individual circumstances, to determine whether the Investor will be taxed on capital account or revenue account.

Whether disposals are on capital or revenue account will be determined by an Investor's specific circumstances, depending on a number of factors, including (but not limited to) the original purpose in acquiring the securities.

For example, if an Investor is in the business of trading securities, gains and losses will ordinarily be taxed on revenue account. If this is the case, gains should be assessed to the Investor as ordinary income and losses may be tax deductible.

Conversely, disposals made by passive investors (that is, an Investor who acquired the shares for the purposes of generating income and capital appreciation over time) will ordinarily be taxed on capital account. In this case, the disposal of an asset may lead to a taxable gain or loss under the Capital Gains Tax (CGT) provisions of the Income Tax Assessment Act.

A key benefit of the Fat Prophets Managed Accounts is that if an Investor invests in Managed Portfolios and they reconstruct their Account by switching between Managed Portfolios, the movement of securities between Managed Portfolios should not result in a disposal for CGT purposes. As the Investor will retain beneficial ownership of the securities at all times, there will be no sale or disposal of those securities giving rise to gains or losses.

Where a disposal is subject to CGT, this will give rise to a capital gain or capital loss, calculated based on the sale proceeds received from the disposal of the asset less the cost base of the asset.

Capital gains that may arise from a disposal will be assessable to Investors. Investors who are individuals, trustees or superannuation funds may be entitled to the CGT discount, which would reduce any gain by up to 50%, where they have held the asset disposed of for more than 12 months.

You may be able to offset capital losses that may arise from a disposal against your capital gains, but not other income, arising in that year or subsequent years.

A key feature of the Fat Prophets Managed Accounts is that you can make an In-specie Transfer of existing holdings of securities into your Account and maintain your existing cost base in those securities. The Fat Prophets Managed Accounts also offer a choice of tax parcel accounting methods to suit your own circumstances. In-specie transfers of existing holdings will not be accepted unless we are provided with a cost history for the securities.

Tax reporting

Each Account will receive a separate unique tax report containing the income tax assessable income amount, deductible expenses, and a summary of realised capital gains (showing both those eligible for a CGT discount and those ineligible for a discount), and realised losses for the financial year. This information is relevant for the preparation of an Investor's tax return for that financial year. Independent auditors audit the accounting system and the controls applied to produce that summary. The audit report is provided with the taxation summary report each year.

The taxation summary report is prepared on the assumption that underlying Investors are passive investors for tax purposes and realised investments are subject to tax under the CGT regime (including exempt Investors) rather than as traders.

Taxation of options

When an option position is closed it gives rise to either realised assessable income or capital gain or loss depending on whether the option position was held on revenue or capital account (as outlined above). Generally, the majority of traded options have a life of less than 12 months. Where gains are subject to CGT and the option is held for less than 12 months they are not usually eligible for the general CGT discount. If you enter or intend to enter into option contracts through your Account, it is strongly recommended you seek independent professional taxation and financial advice.

Foreign investments

Foreign income tax offset rules may apply to investors who invest in certain foreign entities. Investors are advised to seek independent professional tax advice in this regard as whether or not these rules apply will depend on your particular circumstances.

Generally speaking, foreign income (e.g. foreign dividends, interest, distributions and capital gains) is taxable in Australia with a foreign income tax offset available for all or part of any tax paid on that income in another country, including withholding taxes. This offset is available up to a maximum of \$1,000 or the Australian tax that would have been payable on your foreign income.

Providing your Tax File Number (TFN)

You are not obliged to quote your TFN, Australian Business Number (ABN), or TFN exemption code in the Application Form. However, if you do not provide this information, the Responsible Entity is generally obliged by Australian Tax Law requirements to deduct tax from any income received on your behalf at the highest marginal rate plus the Medicare levy and any other taxes or levies on income.

Goods and Services Tax (GST)

GST will be charged on, or incorporated into, various expenses paid by the Fat Prophets Managed Accounts, including the fees charged for managing the Managed Portfolios and administering the Fat Prophets Managed Accounts. All fees quoted in this PDS are inclusive of GST if applicable.

Tax management of Managed Portfolios

Automatic exchange of information

We intend to meet any requirements imposed on our funds under Australian legislation designed to give effect to the Automatic Exchange of Information (AEOI) regimes. Australia's obligations under AEOI regimes include legislation designed to give effect to the Foreign Account Tax Compliance Act (FATCA) and the Organisation for Economic Co-operation Development's (OECD) Common Reporting Standard (CRS) as further set out below. As such, we may be required to collect certain information from you, report payments made in respect of your investment and retain information to meet record keeping requirements. It is recommended you consult with your tax advisor to discuss the impact these AEOI regimes may have on you.

US tax withholding and reporting under FATCA

The United States of America has introduced rules (known as FATCA) which are intended to prevent US persons from avoiding tax. Broadly, the rules may require the Scheme to report certain information to the Australian Taxation Office (ATO), which may then pass the information on to the US Internal Revenue Service (IRS). If you do not provide this information, we will not be able to process your application.

To comply with these obligations, the Responsible Entity will collect certain information about you and undertake certain due diligence procedures to verify your FATCA status and provide information to the ATO in relation to your financial information required by the ATO (if any) in respect of any investment through Fat Prophets Managed Accounts.

Common Reporting Standard

The Australian Government has implemented the OECD Common Reporting Standards Automatic Exchange of Financial Account Information (CRS) from 1 July 2017. CRS, like the FATCA regime, will require banks and other financial institutions to collect and report to the ATO.

CRS will require certain financial institutions to report information regarding certain accounts to their local tax authority and follow related due diligence procedures. The Scheme is expected to be a 'Financial Institution' under the CRS and intends to comply with its CRS obligations by obtaining and reporting information on relevant accounts (which may include your units in the Fund) to the ATO. For the Fund to comply with their obligations, we will request that you provide certain information and certifications to us. We will determine whether the Fund is required to report your details to the ATO based on our assessment of the relevant information received. The ATO may provide this information to other jurisdictions that have signed the "CRS Competent Authority Agreement", the multilateral framework agreement that provides the mechanism to facilitate the automatic exchange of information in accordance with the CRS. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

Tax Parcel Management

Investors can manage their tax affairs by identifying individual parcels of shares (tax parcel) for sale in conjunction with their financial adviser.

Fat Prophets Managed Accounts allows Investors to communicate which holding they require to be bought or sold with knowledge and comfort of knowing the taxation outcome in advance. Such transactions are undertaken by the Administrator of the Fat Prophets Managed Accounts upon your instruction and are done independently of the Investment Manager of the relevant Managed Portfolio.

Any such transactions are undertaken in accordance with ASX trading rules.

Investors can also elect to change their instructions to manage their tax affairs on a regular basis or in accordance with a specific preference, which includes applying FIFO, Min Gain or Max Gain methods. Please consult your taxation adviser for further information. Please note: all taxation management instructions must be communicated to the Administrator by you or your Representative in the Application Form or by an Account Instruction.

Locking Holdings

It is possible to specifically "lock" a Managed Portfolio so that no alterations can be made to that Managed Portfolio. The "lock" instruction is communicated to the Responsible Entity and will remain in force until you instruct the Responsible Entity to remove it.

Locking a Managed Portfolio could affect the performance of your investment in the Managed Portfolio. Locking forms part of customising a Managed Portfolio, and you should check the Investment Menu as to whether your selected Managed Portfolio(s) allow this.

Managed Portfolio Tax Awareness

Investors of Managed Portfolios should also note that the tax position of individual Investors is not taken into account by the Investment Manager when making investment decisions within their Mandate (e.g. realising gains within a certain timeframe or keeping turnover low).

Your financial adviser may be able to assist you manage your taxation affairs by customising your Managed Portfolio(s). Please consult your financial adviser for more information.

Online tax reports via the Fat Prophets Portal

You can view, at any time, tax reports such as an income summary, GST reporting, fees and a realised capital gains tax summary from the Fat Prophets Portal, to assist you with your tax planning.

Annual Tax Report

A comprehensive Annual Tax Report for your Account is published on the Fat Prophets Portal between August and October each year. This report provides important information for you and your tax adviser to assist with completion of your tax return and any other financial reporting requirements you may have. The Annual Tax Report will contain information regarding income, capital gains events, contribution and withdrawal transactions, a detailed cash book and a reconciliation of movements from one year to the next. These reports are designed to report transactions and positions, and if relevant to your Account, report across multiple currencies in Australian dollars.

Annual account information

Investors can access annual account information about their Account's performance and investment returns and transactions up to 30 June of each financial year.

Your statement will only be accessible via the Fat Prophets Portal, generally within three months of the end of each financial year (in electronic form only). All correspondence relating to the Fat Prophets Managed Accounts is electronic. Please contact your financial adviser or the Distributor if you require a paper copy.

Audit reports

Each year, we will obtain an independent auditor's report on the accounting systems and controls applicable to the Fat Prophets Managed Accounts that supports the accuracy of the information in your annual transaction and valuation statements. A copy of this report will be made available via the Fat Prophets Portal within three months of financial year-end.

You will also receive an annual audit report of the Fat Prophets Managed Accounts. This will be available through your Fat Prophets Portal and on our website within three months of financial year-end.

Fees and other costs

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.*

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission ('ASIC')** website (www.moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

* This text is prescribed by law. Administration fees are not negotiable.

The calculator referred to above can be used to calculate the effect of fees and costs on account balances.

Fees and costs

This section of the PDS shows fees and other costs that you may be charged. Under the Constitution, these are payable to the Responsible Entity and may be deducted from your money, from the returns on your investment or from the assets of the managed investment scheme as a whole. You should be aware there may be other costs or expenses you pay for the particular investment options you select which are set out in the disclosure documents for those investments (if any). These disclosure documents can be obtained from your financial adviser or the Distributor at any time, free of charge on request. Fees and costs referable to your investment may be deducted from your Account, from the returns on your investment or from the Fat Prophets Managed Accounts assets as a whole. Taxes are set out in another part of this PDS. What you pay will depend on the investment options you choose as well as the fees you have agreed with your financial adviser.

You should read all of the information about fees and costs because it is important that you understand their impact on your investment. Fees and costs for particular investment options are set out in the Investment Menu available via the Fat Prophets Portal.

All fees are quoted in Australian dollars and are inclusive of Goods and Services Tax (GST) and are net of Reduced Input Tax Credit (RITC), if applicable. The benefit of any RITCs claimed on the fees and costs identified in the Fees and Costs Table is passed on to the Administrator, for which the members receive an indirect benefit in the form of a reduced Administration Fee – see the 'Additional Explanation of Fees and Costs' section. If there is an increase in fees or costs relating to the Fat Prophets Managed Accounts, the Responsible Entity will give 30 days' notice to Investors before the increase takes effect.

You should use this table to compare this product with other managed investment products.

Type of fee or cost	Amount	How and when paid
<i>Fees when your money moves in or out of the Fat Prophets Managed Accounts</i>		
Establishment Fee The fee to open your investment.	Nil	Not Applicable
Contribution Fee The fee on each amount contributed to your investment.	Nil	Not Applicable, currently waived
Withdrawal Fee¹ The fee on each amount you take out of your investment.	Nil	Not Applicable, currently waived
Exit Fee² The fee to close your investment.	Nil	Not Applicable

Type of fee or cost	Amount ⁷	How and when paid																	
<i>Management Costs: The fees and costs for managing your investment.</i>																			
Administration Fee^{3, #} The fee for operating your Account in the Fat Prophets Managed Accounts which is payable to the Responsible Entity.	The amount of the administration fee charged to your Account depends on the type and value of investments you hold in your Account. We calculate the fee by breaking down your Account balance each day into investment types and then applying the following rates. We calculate the amounts based on the following sliding scale (on a per annum basis) and add the amounts together to provide the total administration fee for your Account:	Calculated and accrued daily. Deducted from your Account monthly in arrears.																	
	<table border="1"> <thead> <tr> <th>Value Held</th> <th>ASX Listed Securities, Managed Funds</th> <th>Listed International Securities, Derivatives, Fixed Interest Securities and any other</th> <th>Cash and Term Deposits</th> </tr> </thead> <tbody> <tr> <td>\$0-\$500,000</td> <td>0.33%</td> <td>0.44%</td> <td rowspan="4">Nil, however a Cash Holdings Fee applies.</td> </tr> <tr> <td>500,001-\$1,000,000</td> <td>0.165%</td> <td>0.22%</td> </tr> <tr> <td>1,000,001-\$2,000,000</td> <td>0.11%</td> <td>0.11%</td> </tr> <tr> <td>>\$2,000,000</td> <td>0.055%</td> <td>0.055%</td> </tr> </tbody> </table>	Value Held	ASX Listed Securities, Managed Funds	Listed International Securities, Derivatives, Fixed Interest Securities and any other	Cash and Term Deposits	\$0-\$500,000	0.33%	0.44%	Nil, however a Cash Holdings Fee applies.	500,001-\$1,000,000	0.165%	0.22%	1,000,001-\$2,000,000	0.11%	0.11%	>\$2,000,000	0.055%	0.055%	
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>\$2,000,000	0.055%	0.055%																	

Investment Fee^{4, #}
The amount you pay for investing in a professionally managed investment option to the Responsible Entity. The Responsible Entity pays it to the investment manager. Fund Managers may also charge fees in respect of Managed Funds.

Each investment option which is professionally managed has its own investment fee structure which may range from nil to 1.65% per annum of net asset value of the assets in the relevant investment option. Further information can be found in the Investment Menu or in the PDS for the Managed Fund (as applicable).

Investment type	Investment fee (including GST)
Managed Portfolios	See the Investment Menu for details of each Managed Portfolio's investment fee
Managed Funds	See the PDS for the Managed Fund for details of investment fees (there are no fees payable to the Responsible Entity directly).
Other Self-Directed Investments	Nil

Managed Portfolios: Deducted from your Account monthly in arrears by the Responsible Entity and paid to the Investment Manager, calculated based on the average daily market value of the assets in the Managed Portfolio(s) during the month. Note that you may also elect to pay a Research Fee to the Investment Manager for the general advice they provide in relation to the Model Portfolios.

Managed Funds: The responsible entity of the Managed Fund calculates and deducts its fee as described in the relevant PDS (which may be factored into the unit price). Where payable, the Performance Fee is deducted from your Account.

Type of fee or cost	Amount ⁷	How and when paid																											
<i>Management Costs: The fees and costs for managing your investment.</i>																													
Cash Holdings Fee[#]	Up to 0.75% per annum on the average daily balance of cash holdings in the omnibus account.	Calculated and accrued daily. Deducted from the cash holdings in the omnibus account before interest is allocated to Cash Accounts, monthly in arrears (following the end of the calendar month) and paid to the Responsible Entity. The Responsible Entity may, at its discretion, elect not to charge the full fee.																											
Transaction Fees^{5,8,9,#} The amount you pay to the Responsible Entity for processing certain transactions. There may also be additional costs you pay associated with transactions.	<table border="1"> <thead> <tr> <th rowspan="2">Asset type</th> <th rowspan="2">Transaction Fee (including GST)</th> <th colspan="2">Minimum Fees</th> </tr> <tr> <th>Models</th> <th>Self- Directed</th> </tr> </thead> <tbody> <tr> <td>ASX Listed Securities</td> <td>0.11% of transaction value with a minimum fee</td> <td>\$3.30</td> <td>\$22.00</td> </tr> <tr> <td>Managed Funds</td> <td>Per transaction</td> <td>\$5.50</td> <td>\$27.50</td> </tr> <tr> <td>Listed International Securities</td> <td>0.22% of transaction value with a minimum fee</td> <td>\$5.50</td> <td>\$35 plus expense recovery of Custodian fees⁹</td> </tr> <tr> <td>Other (e.g. Fixed Income Securities)</td> <td>0.11% of transaction value, subject to a minimum fee</td> <td>\$22.00</td> <td>\$55.00</td> </tr> <tr> <td>Brokerage</td> <td colspan="3">Additional amount of up to approximately 1.65% of the transaction value may be charged to your Account where you agree with your financial adviser to pay a third-party broker and direct the payment from your Account to the third party broker's AFSL holder.</td> </tr> </tbody> </table>	Asset type	Transaction Fee (including GST)	Minimum Fees		Models	Self- Directed	ASX Listed Securities	0.11% of transaction value with a minimum fee	\$3.30	\$22.00	Managed Funds	Per transaction	\$5.50	\$27.50	Listed International Securities	0.22% of transaction value with a minimum fee	\$5.50	\$35 plus expense recovery of Custodian fees ⁹	Other (e.g. Fixed Income Securities)	0.11% of transaction value, subject to a minimum fee	\$22.00	\$55.00	Brokerage	Additional amount of up to approximately 1.65% of the transaction value may be charged to your Account where you agree with your financial adviser to pay a third-party broker and direct the payment from your Account to the third party broker's AFSL holder.			Deducted from your Account and paid to the Responsible Entity at the time of the transaction when you make a purchase via your Account, or if you are selling then the fee is deducted from the proceeds of sale. Transaction Fees are not payable if an In-Specie Transfer Fee applies. Note that other costs may apply in addition to the Responsible Entity's fee.	
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Brokerage	Additional amount of up to approximately 1.65% of the transaction value may be charged to your Account where you agree with your financial adviser to pay a third-party broker and direct the payment from your Account to the third party broker's AFSL holder.																												
In-Specie Transfer Fees[#]	\$33 per transfer per Managed Fund	If you request an in-specie transfer into your Account of an existing investment in a Managed Fund, then this amount is deducted from your Account at the time of the transaction. If you request an in-specie transfer out of your Account, then this amount is deducted from your Account and paid to the Responsible Entity at the time of the transaction. The Transfer Fee is currently waived for an in-specie transfer out.																											

Type of fee or cost	Amount ⁷	How and when paid
Management Costs: The fees and costs for managing your investment.		
FX Fee⁶ The amount you pay to convert currency for the purposes of trading or holding international securities.	Up to 0.45%	The margin applied to the prevailing currency conversion rate per transaction.
Service Fees⁷		
Investment Switching Fee^{5,8,9,#} The fee for changing investment options.	Nil	Not applicable, currently waived

1. See 'Transaction Fees' in the 'Additional Explanation of Fees and Costs' section as a transaction fee may apply.
 2. No exit fee is payable, however any fees and costs accrued but not yet paid would be deducted from your Account prior to the investments in your Account being transferred out. Also, transaction fees or expenses may be payable on the sale of any assets. See the 'Additional Explanation of Fees and Costs' section for further details.
 3. See the 'Additional Explanation of Fees and Costs' section for further details.
 4. Refer to 'Investment Fees' in the 'Additional Explanation of Fees and Costs' section for more details.
 5. See 'Transaction Fees' in the 'Additional Explanation of Fees and Costs' section for further details.
 6. This fee is not currently being charged. Refer to 'FX Fee' in the 'Additional Explanation of Fees and Costs' section for further details.
 7. Adviser Service Fees are the amount you authorise us and direct us to pay on your behalf to the AFSL holder that is, or authorises, your financial adviser. Adviser Service Fees may be paid for your financial adviser providing advice to you to the extent required by you and agreed with your financial adviser. Depending on the services you receive such fees may be paid at the time of transactions on your Account, or as a regular payment on an ongoing basis. Refer to 'Adviser Service Fees' in the 'Additional Explanation of Fees and Costs' section for more details.
 8. Transaction Fees may apply if you buy and sell investments. See "Transaction Fees" in the "Additional Explanation of Fees and Costs" section for more details
 9. Custodian fee: \$10 for the US; \$21 for Japan and Netherlands, \$25 for the UK, \$30 for Canada, Euroclear, Hong Kong & New Zealand; \$35 for France & Germany; \$45 for Singapore & Switzerland. A \$200 Custodian fee applies for Hedge Funds and other complex investments. Fees for other exchanges may also apply. Please contact the Administrator for more details.
- ~ The Performance Fees are remitted to the Investment Manager. Refer to 'Performance-Related Fees' in the 'Additional Explanation of Fees and Costs' section and the Investment Menu for more details. Your consent may be required for the Performance Fee to be charged where a Managed Portfolio is managed by your financial adviser, your financial adviser's licensee or a related party.
- # The benefit of any RITCs claimed on this item are passed on to the Administrator - see the 'Additional Explanation of Fees and Costs' section.

Additional explanation of fees and costs

The total fees and charges you will pay will include the costs of investing through the Fat Prophets Managed Accounts plus any amounts relating to your chosen investment option. It is important you understand there may be fees or costs relating to the investments you choose, and that those fees or costs are in addition to the fees charged by the Responsible Entity for the Fat Prophets Managed Accounts.

There may also be transaction and account costs incurred on your behalf which are recovered from your Account.

Please refer to the Investment Menu for details about the fees and costs associated with each investment option. The disclosure documents (if any) relating to particular investment options are available via the Fat Prophets Portal. A paper copy of this information can also be obtained free of charge on request from your financial adviser or the Distributor.

Administration Fee

The Administration Fee is charged by the Responsible Entity to cover the costs of administering the Fat Prophets Managed Accounts.

The amount of the Administration Fee charged to your Account depends on the investments you hold in your Account. We calculate the fee by breaking down your Account balance each day into investment types (excluding your Cash Account balance) and then applying the rates set out in the Fees and Costs table at the start of the 'Fees and Other Costs' section. We add the amounts together to provide the total administration fee to be charged to your Account. Please note that 'family grouping' does not apply where you or your related parties hold more than one Account.

The Administration Fee accrues on a daily basis and is payable monthly to the Responsible Entity from your Account monthly in arrears (i.e. following the end of the calendar month).

An example of how the Administration Fees are calculated is set out below:

Asset type	Balance of asset type	Fee rate (pa incl GST)	Fee (\$ pa incl GST)
ASX Listed Securities	\$50,000	0.33%	\$165.00
Managed Funds	\$50,000	0.33%	\$165.00
Listed International Securities	\$50,000	0.44%	\$220.00
Fixed Interest Securities	\$50,000	0.44%	\$220.00
Domestic Cash	\$50,000	Nil	Nil
Domestic Term Deposits	\$50,000	Nil	Nil
Model Portfolio (which holds ASX Listed Securities and/or Fixed Interest Securities)	\$50,000	0.33%	\$165.00
Model Portfolio (which holds Listed International Securities)	\$50,000	0.44%	\$220.00
Total	\$400,000.00		\$1155.00

In the above example, \$50,000 is invested in each of the asset types (i.e. a total investment of \$400,000), and the total annual Administration Fee is \$1,155.00 per annum GST inclusive (note the fee is calculated daily but this example assumes the value of the investment does not change during the year i.e. there are no further contributions during the year).

In-specie transfer fees for Managed Fund transfers in

A transfer fee is payable for each parcel of securities for an In-specie transfer of your investments out of your Account. If, as part of your Application Money or a further contribution to your Account, you request an In-specie Transfer of an existing investment you hold in a Managed Fund into your Account, the Responsible Entity will charge a fee of \$33 per Managed Fund parcel. We deduct this amount from your Account at the time of the transfer.

There is no transfer fee for an In-specie Transfer out of your Account (although we are entitled to charge one under the Constitution). In addition, if you pay an In-specie Transfer fee in respect of a particular transaction you are not subject to transaction fees, as described below.

Transaction fees

Generally, transactions on your Account through Managed Portfolios or as Self-Directed Investments attract a transaction fee payable to the Responsible Entity.

Additionally, in some circumstances, you may pay other expenses associated with the transaction, such as international exchange fees, settlement fees, Custodian fees for Hedge Funds and other complex investments, domestic and international brokerage. These are generally charged on a 'user-pays' basis. We add the Responsible Entity's transaction fee and, if applicable, any other expenses to the amount we apply to settle a purchase on your behalf (and therefore deduct it from your Cash Account) or deduct it from the proceeds of sale.

You may also pay an Adviser Service Fee on transactions if you agree this with your financial adviser (see the 'Adviser Service Fees' section, below).

The transaction fees and expenses differ depending on whether your investment is via a Managed Portfolio or is a Self-Directed Investment.

FX Fee

Where you instruct the Administrator to convert currency in relation to trading or holding international securities, the Administrator will instruct an agent to obtain a competitive currency rate by requesting multiple quotes from the wholesale/inter-bank foreign exchange market. A margin of up to 0.45% per transaction may be applied to the prevailing currency rate available in wholesale/inter-bank foreign exchange markets. The Administrator pays the agent costs out of this margin and the agent and Administrator receives no other benefit to complete this conversion. The FX Fee is not currently being charged. The Responsible Entity will give 30 days' notice to Investors before introducing this fee.

Managed Portfolios

If you invest in one or more Managed Portfolios, we will follow the instructions of the relevant Investment Manager(s) to buy and sell securities on your behalf. The Responsible Entity has a minimum fee charge, per security per transaction as set out below. The Responsible Entity's transaction fees and the estimated expenses (such as brokerage) to be deducted from your Account per transaction are as follows:

Managed Portfolio investment	Responsible entity's fee	Other expenses (Est.)
ASX Listed Securities	0.11% of the transaction amount, with a minimum fee* of \$3.30	Nil
Managed Funds	\$5.50 per transaction	Nil
Listed International Securities	0.22% of the transaction amount, with a minimum fee* of \$5.50	Nil
Any other asset type (including Exchange Traded Options)	0.11% of the transaction amount with a minimum fee* of \$22.00	Nil

* Note that the above minimum amounts depend on the Responsible Entity being able to batch transactions which may result in a delay in settling your Account Instruction or transaction.

Worked examples of transactions of \$50,000 for Managed Portfolios are as follows:

Managed Portfolio investment of \$50,000	Responsible Entity's fee	Est. expenses	Total
ASX Listed Securities	0.11% of the transaction amount with a minimum fee of \$3.30	nil	\$55.00
Managed Funds	\$5.50	nil	\$5.50
Listed International Securities	0.22% of the transaction amount with a minimum fee of \$5.50	nil	\$110.00
Other (e.g. Fixed Income Securities)	0.11% of the transaction amount with a minimum fee of \$22.00	nil	\$22.00

Self-Directed Investments

If you provide Account Instructions to buy or sell securities as Self-Directed Investments, then the Responsible Entity imposes minimum transaction fees set out in the Fees and Costs table. Also, there may be expenses per transaction that are passed on to you on a 'user-pays' basis. For example, you may pay brokerage on transactions relating to ASX Listed Securities which will depend on the rate that the third party broker charges your Account.

Self-Directed Investment	Responsible Entity's fee	Brokerage and other expenses (est.)
ASX Listed Securities	0.11% of the transaction amount, with a minimum of \$22.00	Up to 1.65%
Managed Funds	\$27.50	n/a
Listed International Securities	0.22% of the transaction amount, with a minimum of \$35.00	Up to 1.65% with a minimum expense recovery of: <ul style="list-style-type: none"> — \$10 for the US; — \$25 for the UK — \$30 for Canada, Euroclear, Hong Kong & New Zealand; — \$35 for France & Germany; — \$45 for Singapore & Switzerland
Any other, e.g. Fixed Interest Securities	0.11% of the transaction amount with a minimum of \$35.00	n/a

Worked examples of transactions of \$20,000 for Self-Directed Investments are as follows:

Self-directed Investment of \$20,000	Responsible Entity's fee	Est'd Brokerage & Expenses	Total
ASX Listed Securities	\$22	Up to 1.65% (ie. \$330)	\$352
Managed Funds	\$27.50	nil	\$27.50
Listed International Securities	\$44	\$330	\$374
Any other, e.g. Fixed Interest Securities	\$35.00	Nil	\$35.00

Cash Holdings Fee

The Responsible Entity will receive a Cash Holdings Fee, which applies to the omnibus account and is deducted before interest on all cash account holdings is allocated to each member's Cash Account. The fee is currently up to 0.75% per annum on the average daily balance of cash holdings in the omnibus account although the Responsible Entity may, at its discretion, elect not to charge the full fee. As the Cash Holdings Fee is deducted before interest is allocated to each Cash Account and not deducted directly from each Cash Account, you will not see it on an itemised basis in reports available via the Fat Prophets Portal.

Investment fees

Where you have selected a Managed Portfolio or Managed Fund, the Investment Manager or Fund Manager will apply their own fee structure to the Managed Portfolio or Managed Fund they manage. These are costs associated with the underlying investment option you choose and are paid by the Responsible Entity from the fees it charges you.

Please refer to the Investment Menu and the relevant disclosure document for the Managed Fund or investment (if any, available from your financial adviser or Distributor free of charge on request) for specific details about the fees and costs associated with each type of investment.

Briefly, the investment fees are as follows:

- 1. Managed Funds** - The investment fee will be calculated and deducted as described in the relevant PDS or disclosure document. The deduction of the fee will generally be reflected in the unit price for the fund. Please refer to the PDS of the relevant Managed Fund for more detail.
- 2. Managed Portfolios** - For Managed Portfolios, the fee is generally deducted monthly in arrears and is calculated daily based on the aggregate value of the funds invested in the Managed Portfolio. The fee is not linked to the performance of the Managed Portfolio.

If your Managed Portfolio includes Managed Funds or Exchange Traded Funds, the investment fee charged by the Fund Manager of the Managed Fund or Exchange Traded Fund will be in addition to the investment fee charged in relation to the Managed Portfolio. Please refer to the Investment Menu for details of each Managed Portfolio's investment fee.

Performance fees

Some Model Portfolios and Managed Funds accessible through the Fat Prophets Managed Accounts may attract a performance fee. There is no certainty that a performance related fee will be payable in a particular year. Where payable, this is not a fee payable to the Responsible Entity, but we arrange for the fee to be deducted from your Account and paid to the relevant Investment Manager.

Model Portfolios

Model Portfolio performance fees are calculated after the deduction of any applicable investment fees and before any administration fees or adviser service fees and are payable only where the outperformance is still positive net of any such fees.

If applicable, Performance fees are subject to a Model Portfolio outperforming a benchmark or a high water mark. This prevents Investment Managers levying fees more than once if a Model Portfolio rises then falls then rises again, ensuring the Investment Manager is only rewarded for fresh outperformance. Any underperformance of the Model Portfolio from the high water mark is carried forward and the underperformance must be recouped before a performance fee can be charged for a subsequent outperformance.

The performance fee is client-specific rather than Model Portfolio specific. This means that as Investor's circumstances vary in terms of entering and exiting Model Portfolios, it is possible that two or more Investors may be charged different performance fees despite being invested in the same Model Portfolios.

Please refer to the Investment Menu for information on whether your chosen Model Portfolio will apply a performance fee. Also, see below for a worked example.

Managed Funds

Certain Managed Funds (including hedge funds) may charge performance-based fees at the underlying fund level, when investment returns generated by the fund exceed a specific benchmark or certain specified criteria. If a performance fee is charged, then it will be calculated and deducted as described in the relevant PDS. If applicable, the amount of the performance fees charged on Managed Funds and the method of charging them that may apply in future is not known as this depends on the actual performance achieved by the investments and the methodology used to calculate performance fees. The deduction of the fee will generally be reflected in the unit price for the fund. Please refer to the PDS of the relevant fund (available from the Investment Menu or the Distributor) for more detail.

Worked example of Performance Fees for Model Portfolios

The following table shows how a Performance Fee would be calculated for an Investor with an initial contribution of \$50,000 and initial Model Portfolio weights of 50% into Model Portfolio A and 50% into Model Portfolio B. For illustration purposes only, the example assumes floating weights and that no investment fee is charged for either Model Portfolio. The Performance Fee is payable on a monthly basis, but for simplicity, only three days are shown in the example with no prior performance applicable to either Model Portfolio.

Performance Fee calculation example	Model A	Model B
Value of allocation to each Model Portfolio	\$24,500	\$24,500
Model Portfolio performance for Day 1	0.50%	1.00%
Benchmark performance for Day 1	0.65%	0.80%
Value attributed to Model Portfolio close of Day 1	\$24,622.50	\$24,745.00
Model Portfolio performance value added Day 1	\$122.50	\$245.00
Benchmark performance value Day 1	\$159.25	\$196.00
Out performance (value added) Day 1	\$36.75	\$49.00
Base for Performance Fee at close of Day 1	-\$36.75	\$49.00
Model Portfolio performance for Day 2	1.00%	0.75%
Benchmark performance for Day 2	0.35%	0.90%
Value attributed to Model Portfolio close of Day 2	\$24,868.73	\$24,930.59
Model Portfolio performance value added Day 2	\$246.23	\$185.59
Benchmark performance value added Day 2	\$86.31	\$222.26
Outperformance (value added) Day 2	\$159.92	\$36.67
Base for Performance Fee at close of Day 2	\$123.17	\$12.33
Model Portfolio performance for Day 3	-2.00%	1.00%
Benchmark performance for Day 3	-1.14%	0.20%
Value attributed to Model Portfolio Close of Day 3	\$24,371.35	\$25,179.90
Model Portfolio performance value added Day 3	-\$497.37	\$249.31
Benchmark performance value Day 3	-\$282.10	\$49.84
Out performance (value added) Day 3	-\$215.27	\$199.47
Base for Performance Fee at end of Month	-\$92.10	\$211.80
Overall value added for the Period	-	\$211.80
Performance Fee payable (11% inc GST)		\$23.30
Loss carried forward	-\$92.10	\$0.00

Payments to your financial adviser

Adviser Service Fees

You may agree with your financial adviser to pay an Adviser Service Fee for their advice to you, and request or authorise us to make this payment on your behalf to your financial adviser or the AFSL holder that authorises them. You and your financial adviser will determine the amount or percentage of the Adviser Service Fee that will apply to your Account which may vary depending on the services that you agree with your financial adviser are to be provided to you and note this on the Application Form or via an Account Instruction, as applicable. You may vary this fee from time to time via an Account Instruction.

The Adviser Service Fees you agree may take one of the following forms:

- an advice fee based on the quantum of Application Money and/or on additional amounts you contribute from time to time (including under a Regular Contribution Plan or Your Own Savings Plan) of between 0% and 3.3% of the relevant amount (e.g. up to \$1,650 for an investment of \$50,000);
- a fixed-dollar amount deducted monthly in arrears;
- an annual percentage of up to 1.65% of the value of your Account, which includes the value of any cash and other investments held, calculated on the closing value on a daily basis and paid monthly in arrears (e.g. up to \$825 for an Account value of \$50,000); or
- an advice fee payable for advice on an ad hoc basis or for each transaction, of a fixed-dollar amount or a percentage (which may be up to 1.65% of the value of each transaction, e.g. up to \$825 for a transaction of \$50,000). This is negotiated with your financial adviser and nominated on the Account Instruction form at the relevant time.

When instructed by you (on the Application Form or via and Investment Instruction), the Administrator will deduct the Adviser Service Fee from your Account and pay it on your behalf.

Where the fee is a monthly or annual fee, the Administrator will calculate this fee daily, based on the closing value of your Account over the month and deduct it monthly in arrears from the available cash allocations in your Account. We will continue to pay the Adviser Service Fee until you advise the Administrator otherwise in writing.

The amount of Adviser Service Fees deducted will be GST-inclusive. Please seek taxation advice about the taxation implications and the deductibility of these payments.

Third Party Broker

If you wish to make a payment to a third-party broker for their services to you (for example, you may wish to pay them from your Account for general or personal advice they provide to you) you may direct the Responsible Entity to pay an amount of up to 1.65% of the transaction value by noting this on the relevant Application Form or Account Instruction form (e.g. up to \$825 for a transaction value of \$50,000). We pay this amount at your direction to the AFSL holder of your selected broker.

Research Fee

The Research Fee is a fee paid to the Distributor for the provision of research to you for the purposes of constructing the Model Portfolios you have selected. You authorise us to make these payments on your behalf to Fat Prophets. The amount or percentage of the Research Fee that will apply will depend on the Model Portfolio selected. You must note the amount on the Application Form or via an Account Instruction, as applicable. You must personally sign the instruction in order to direct us to make the payment on your behalf from your Account.

The Research Fee is generally a monthly or annual fee. We will calculate this fee daily, based on the closing value of your Account over the month and deduct it monthly in arrears from the available cash allocation of your Account. We will continue to pay the Research Fee until you advise us otherwise in writing.

The amount deducted will be inclusive of GST. You should seek taxation advice about the taxation implications and the deductibility of these payments.

GST and RITC

The Scheme may be entitled to claim reduced input tax credits (RITCs) in respect of the GST it is required to pay on certain supplies. The Responsible Entity and the Administrator have an agreement to claim the RITCs on these items and for the RITCs, when claimed, to be paid to the Administrator. The Administrator has set the Administration Fees it charges to the Scheme on the basis that the RITCs that can be claimed by the Scheme will be claimed and paid to the Administrator. The fees and expenses that are the subject to this arrangement have been noted in the Fees and Costs table. Investors in Fat Prophets Managed Accounts therefore receive a benefit from this arrangement in the form of a reduction in the Administration Fees that the Administrator charges to the Scheme.

Expense Recoveries

Under the Constitution, the Responsible Entity has a right to be reimbursed for all losses, damages and costs incurred in the course of its administration of the Fat Prophets Managed Accounts.

Expense recoveries are expenses generally incurred in the day-to-day operation of Fat Prophets Managed Account and include, but are not limited to, legal, compliance and related administration functions, accounting, printing and audit fees.

The Administrator pays these expenses on behalf of the Responsible Entity and is reimbursed by the Responsible Entity from the assets of the Fat Prophets Managed Account accordingly.

The Responsible Entity also recovers certain expenses on a 'user-pays' basis. For example, depending on the investment options you select, amounts may be deducted from your Account for the following:

- Investment management fees and (in some circumstances) performance fees are recovered from the Accounts of those Investors who select investment options where a fee applies, and
- Specific investments may incur transaction costs (such as brokerage and custody settlement fees), estimates of which are set out above, and
- Other expenses which may be recovered from the Accounts which incur them or from the Scheme generally may include bank charges and government taxes such as stamp duty.

The estimated expense recovery does not include operating expenses which may be incurred due to abnormal events such as the cost of running investor meetings. The Responsible Entity reserves the right to recover those expenses from the fund if and when they arise.

MAXIMUM FEES OR WAIVED FEES

The Constitution entitles the Responsible Entity to charge the following fees (exclusive of GST), which are waived by the Responsible Entity in whole or part under this PDS:

- Contribution fee - up to 4.0% of the value of Application Money or further contributions. This fee is payable on cash and In-specie Transfers; however, the Responsible Entity waives this fee.
- Administration fee - up to 4.0% per annum of the aggregate value of the assets in an Investor's Account calculated on a daily basis. Lower administration fees are charged as stated in the Fees and Costs table of this PDS.
- Investment fee - up to 4.0% per annum of the aggregate value of the assets attributable to a Managed Portfolio calculated on a daily basis. The Responsible Entity waives part of its fee.

- Withdrawal fee - up to 2% of the value of assets the subject of a withdrawal request. This fee has been waived, however, note that transaction fees are payable when you withdraw all or part of your investment.
- Derivative issuer fee - a fee of up to 1% of the notional value of an over-the-counter derivative contract while the contract is in place. Currently the Responsible Entity waives this fee.
- Performance fee - the Responsible Entity has the ability to charge a performance fee of up to 25% of the amount of the outperformance of a Managed Portfolio in excess of its most recent high-water mark. This fee has been waived by the Responsible Entity but if the Investment Manager charges a performance fee, this may be deducted from your Account as a cost recovery.
- Cash Holdings Fee - up to 1% per annum of the value of all cash holdings in the Cash Accounts. The Responsible Entity currently receives a Cash Holdings Fee from the omnibus account which is up to 0.75% per annum on the average daily balance of all cash holdings in the account, although the Responsible Entity may elect not to take the full fee. Therefore, at least 0.25% per annum will be waived, until further notice.
- Finance arrangement fee - when the Responsible Entity arranges a margin loan or any other finance facility, it may charge up to 1% of the maximum limit of the facility or loan. This fee is currently waived.
- In-Specie Transfer fee - up to \$100 for each In-Specie Transfer of financial products (such as shares) to or from an Investor (or its nominee) as a processing fee. The Responsible Entity currently only charges a fee of \$33 for each inward In-Specie Transfer of an investment in Managed Funds.
- Transaction fee - a fee for processing any transaction of financial products to a maximum amount equal to the greater of \$35 or 0.25% of the value of the assets the subject of the transaction. The Responsible Entity currently charges less than this amount. See the 'Transaction Fees' section above for details.
- Dishonour fee - up to \$25 for each payment which is dishonoured or rejected. This fee has been waived.
- Communications fee - a fee of up to \$25 per copy of each communication the Responsible Entity (or its nominee) sends to an Investor. This fee has been waived.
- Switching fee - a fee of up to \$50 per request to change the allocation of any money or assets. This fee has been waived but please be aware that transaction fees apply.

- Custody fee - if the Responsible Entity acts as custodian and holds any of the assets of the Fat Prophets Managed Accounts, it may charge a fee of up to 0.2% per annum of the gross value of the assets it holds. Although the Custodian holds the Cash Accounts on behalf of the Responsible Entity through an omnibus arrangement, the Responsible Entity may hold other selected Scheme assets from time to time (for example, where it is impracticable for an external custodian to do so) but currently waives this fee.

Variation of fees

Under the Constitution, the Responsible Entity may waive, reduce or refund any part of the fees specified in this PDS. The Constitution sets out the limits for the fees that the Responsible Entity may charge and the method of recovery, the recurrence of the recovery and the timing of the recovery of the fees. If a change in fees results in an increase in fees or costs, then the Responsible Entity will give notice to Investors 30 days before the change takes effect.

Taxes

We may charge taxes to your Account. See the 'Taxation' section of this PDS for more details.

Future Of Financial Advice (FOFA) reforms

Under the FOFA reforms, certain commissions and other similar payments are prohibited in the Australian financial services industry. In particular, payments that could influence financial product advice to Retail Clients may be prohibited. Certain payments are permissible including payments to or from financial services licensees under ongoing arrangements that were in place before FOFA, commission payments that are fully rebated to clients, or payments made by a client to their financial adviser (or dealer) for advice or the sale of a financial product.

The Responsible Entity will not make payments to a financial adviser or dealer group where it is prohibited from doing so.

Differential fees

In accordance with the Corporations Act and ASIC policy, we may individually negotiate or rebate fees in some circumstances where we are permitted to do so from time to time. For example, we may negotiate with Investors classed as Wholesale Clients or "professional" investors for the purposes of the Corporations Act.

Example of annual fees and costs

This table gives an example of how the fees and costs for the Fat Prophets Managed Accounts can affect your investment over a 1 year period. You should use this table to compare this product with other managed investment products. Please note that the following example only includes the direct fees and costs for the Fat Prophets Managed Accounts, and does not include the costs of any investment options you may choose.

Example – Fat Prophets Managed Accounts	Balance of \$50,000 ¹ with a contribution of \$5,000 during the year	
Contribution Fee	Nil	For every additional \$5,000 you put in, you will be charged \$0.
PLUS		
Management Costs ²	0.34%	And, for every \$50,000 you have in the Fat Prophets Managed Accounts you will be charged fees of up to \$169.20 each year.
EQUALS		
Cost of investment in Fat Prophets Managed Accounts		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year ³ , you would be charged fees of: \$169.20 ⁴ What it costs you will depend on the investment options you choose and the fees you negotiate with the Responsible Entity or your financial adviser.

1. This example assumes \$49,000 in the Fat Prophets Managed Accounts and \$1,000 in cash. This example does not take into account any management or contribution fees that may be payable on the additional investments in the Managed Fund.

2. The Management Costs are made up of:

- a) Administration Fee (paid to the Responsible Entity): $\$49,000 \times 0.33\% = \161.70 each year; plus
- b) Cash Holdings Fee: $\$1,000 \times 0.75\% \text{ pa} = \7.50 .

3. This example does not take into account any returns and also does not take into account any fees on the \$5,000 contribution made during the year.

4. Additional Fees may apply. For example, you may choose to pay your financial adviser's AFSL holder an Adviser Service Fee (for example, you could pay them an amount of between 0% and 1.65% pa of your Account balance i.e. between \$0 and \$825 if your Account balance was \$50,000 for the whole year).

Note: the above example relates to the fees and costs of the Fat Prophets Managed Accounts platform, which will enable you to access the underlying investment options on the Investment Menu. However, it does not include the fees and costs within those underlying investment options, and additional costs will be charged by the issuers of the products that you choose to invest in. Please see below for worked examples that show the cumulative effect of fees and costs at the platform level, and in investments on the Investment Menu that you may select.

Example of annual fees and costs for a Managed Portfolio

This table gives a worked example of how fees and costs for the Fat Prophets Concentrated Australian Share Portfolio can affect your investment over a 1 year period. You should use this table to compare this product with other managed investment products.

Example – Managed Portfolio Balance of \$50,000 ¹ with a contribution of \$5,000 during the year		
Contribution Fee	Nil	For every additional \$5,000 you put in, you will be charged \$0.
PLUS		
Management Costs ²	0.8774%	And, for every \$50,000 you have in the Fat Prophets Managed Accounts you will be charged fees of up to \$438.70 each year.
EQUALS		
Cost of investment in Fat Prophets Concentrated Australian Share Portfolio		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year ³ , you would be charged fees from: \$438.70 plus transaction fees ⁴ . What it costs you will depend on the Managed Portfolio(s) you choose and the fees you negotiate with the Responsible Entity or your financial adviser.

- This example assumes \$49,000 in the Managed Portfolio and \$1,000 in cash.
- The Management Costs are made up of:
 - Investment management fee (paid to the Portfolio Manager) $\$49,000 \times 0.55\% \text{ pa} = \269.50 plus
 - Administration Fee (paid to the Responsible Entity) $\$49,000 \times 0.33\% = \161.70 each year. Note there are no administration fees on amounts held in cash outside a Managed Portfolio but if a proportion of the Managed Portfolio is invested in cash pursuant to the investment strategy then this is considered part of the Managed Portfolio and the fee is levied on the total amount invested via the Managed Portfolio; plus
 - Cash Holdings Fee: $\$1,000 \times 0.75\% \text{ pa} = \7.50 .
- This example does not take into account any returns or transaction fees (see note 4 below) and also does not take into account any fees on the \$5,000 contribution made during the year.
- Transaction fees depend on the Investment Manager's advice on the changes to the Managed Portfolio during the year and therefore cannot be estimated. Also, additional fees may apply. For example, you may choose to pay your financial adviser's AFSL holder an Adviser Service Fee (e.g. you could pay them an amount of between 0% and 1.65% pa of your Account balance i.e. between \$0 and \$825 if your Account balance was \$50,000 for the whole year). A Research Fee may relate to a Managed Portfolio and be payable from your Account to the Distributor; the Research fee varies from 0.55% to 1.65% (i.e., between \$0 and (if the fee is 0.55%) \$275 and \$0 and (if the fee is 1.65%) \$825, if your Account balance was \$50,000 for the whole year.

Additional information

Structure of the Fat Prophets Managed Accounts

To operate the Fat Prophets Managed Accounts, the Responsible Entity relies on the Class Order which provides certain relief from the fundraising and disclosure requirements of the Corporations Act as long as the Responsible Entity complies with certain conditions, such as the requirement to provide you with regular reports about your investment in the Fat Prophets Managed Accounts.

An investment through the Fat Prophets Managed Accounts is an investment in a registered managed investment scheme. You have rights and protections similar to investors of other registered managed investment schemes.

However, the Fat Prophets Managed Accounts is different to a unit trust in that, instead of units, Investors acquire an “interest” in the Fat Prophets Managed Accounts when they invest, i.e. Investors become a member of the managed investment scheme but each Investor has a separate Account to which their investments are allocated. We administer your Account only in accordance with your instructions.

Investments are generally held in the name of the Custodian, however each Investor is the beneficial owner of the assets referable to their Account. Each Investor is fully responsible for any liabilities that arise in respect of their selected investments.

In these ways it is an ‘indirect investment’, similar to a custodial arrangement or service available through a wrap account or other investor-directed portfolio service. An indirect investor’s rights are different to the rights if they had invested directly.

How investing in Fat Prophets Managed Accounts differs to investing directly

It is important to understand that acquiring interests in your investments through the Fat Prophets Managed Accounts is not identical to holding these investments in your own right.

Your investments are held on trust for your benefit. You remain the beneficial owner of your investments, receiving all the benefits such as distributions and gains, and retaining all the liabilities such as any expenses associated with your investment. The rights relating to the underlying investments are held and exercised by the Custodian under instruction from the Responsible Entity on your behalf, for example, the right to vote, receive income and to receive information and communications in relation to your underlying investments (see the ‘Reporting’ section for further details).

Some of the key differences between an investment in the Fat Prophets Managed Accounts and a direct investment are as follows:

Investing through Fat Prophets Managed Accounts	Investing directly
Consolidated reporting	
You will receive comprehensive consolidated reporting on all investments in your Account.	Your reporting would be on an investment-by-investment basis.
Beneficial ownership only	
The Custodian and the Responsible Entity (as applicable) hold title to the assets on your behalf (i.e. the legal title) while you retain the beneficial entitlement to the assets. The Administrator keeps a record of the assets held on your behalf. The Custodian as the registered holder of the assets may exercise the rights of an investor or decline to exercise them in accordance with the terms of the custody agreement with the Responsible Entity, and the arrangements specified for the relevant investment.	You would be the legal and beneficial owner of your investments and acquire all rights attaching to ownership.
No communications from managers of underlying investments	
As the legal title is not in your name, the communications relating to your underlying investments are received on your behalf and you do not normally receive communications such as annual reports, notices of meeting and notifications of changes to fees and investment policies. You can request a copy of these communications and, where possible, we will provide them to you directly or to your financial adviser directly or through our website, as soon as practicable.	You would receive regular communications relating to your assets, including annual reports, notices of meeting and notifications of changes to fees and investment policies.

Investing through Fat Prophets Managed Accounts

Investing directly

Cooling off rights

If you are a Retail Client, you may be able to request your money back during the cooling off period, which is the period of 14 days from the earlier of the day you receive confirmation of your initial application, and the end of the fifth day after the day your first investment is made through the Fat Prophets Managed Accounts. However, if you request your application money back during this period then:

- while the Responsible Entity is bound to take all reasonable steps to realise your investment and return your money or securities, if it reasonably considers that it would not be fair to all Investors to do so then it is possible you may not be granted cooling off rights, and
- if your request is granted, the money you receive back may be less than your Application Money as there may have been losses in the value of the investment on realisation relative to the purchase price, and fees and costs may also be deducted.

Cooling off rights are usually available to direct retail investors during the cooling off period of 14 days; they are governed by ASIC Class Order relief, namely Section 1019BA of the Corporations Act 2001 (Cth), as notionally inserted by ASIC Class Order [CO 13/762].

Voting rights

As the Custodian or the Responsible Entity (as applicable) holds your assets in custody, you are not the registered holder, and are unable to participate in regular or ad hoc meetings (such as annual general meetings for listed companies) nor do you have any voting rights. A copy of our policy regarding voting rights is available from your financial adviser on request.

Direct investors can exercise voting rights.

Withdrawal rights

As the Custodian or the Responsible Entity (in some cases) is generally the registered holder of the investments in the Fat Prophets Managed Accounts, it is the direct investor and holds all relevant withdrawal rights. These rights may differ due to the Custodian/Responsible Entity's wholesale client status and depending on whether the Custodian/Responsible Entity was provided with a PDS or other disclosure document for the purposes of investing on your behalf. Particularly, if an offer document through which you indirectly invest is found to be defective, you do not have the rights that are open to direct investors, as these are exercisable by the Custodian/Responsible Entity.

Direct investors may exercise the withdrawal rights relevant to the product. This includes the choices you are provided if an offer document is found defective, for example under sections 724 and 1016E of the Corporations Act.

Constitution

The Constitution, the Corporations Act and the terms of this PDS and the Investment Menu govern the rights of an Investor.

The Constitution is the primary document governing the relationship between the Responsible Entity and Investors and contains extensive provisions about the legal obligations and rights and powers of both the Investors and the Responsible Entity. It provides that the assets of each Account are vested in, and held by, us or any custodian we may appoint, on behalf of each Investor for whom an Account has been established.

It includes broad powers for the Responsible Entity to carry out its duties and deal with the assets, including the right to fees and reimbursement of expenses, details about how it must comply with Account Instructions and in what circumstances it is not obliged to act.

The Constitution also details the Responsible Entity's entitlement to be indemnified out of your investments in the Fat Prophets Managed Accounts for its fees and any losses or liabilities it incurs in the proper performance or exercise of any of its powers or duties as contemplated by this PDS, or in prosecuting or defending any action in respect of a provision of the Constitution.

The liability of the Responsible Entity is limited to the extent of the assets of the Fat Prophets Managed Accounts (including the assets of an Investor's Account), and the Responsible Entity will therefore not be personally liable to you for any losses or liabilities (including taxes) you may incur in relation to any action taken on your behalf (including the holding of investments), except to the extent that those losses arise from the Responsible Entity's negligence, fraud or breach of trust. The Responsible Entity will not be liable to you for any loss of profit and any other indirect or consequential losses.

The absolute beneficial entitlement of Investors to the assets in their Accounts is set out in the Constitution. The liability of Investors is limited under the Constitution to the value of their investment. However, the question of limited liability for investors of managed investment schemes has not been tested in a court of law.

All Investors are bound by the Constitution, and any amendments to it. A special resolution of Investors at a properly convened meeting is required to amend the Constitution, unless the change does not adversely affect the rights of Investors. Upon request to us, you (or your financial adviser) can obtain a copy of the Constitution (and any amendments) free of charge.

Compliance plan

The Compliance Plan outlines the principles and procedures which the Responsible Entity will apply to ensure that it complies in all respects with the provisions of the Corporations Act, ASIC policy, and the Constitution. The Compliance Plan deals with an extensive range of issues in relation to the operation of the Fat Prophets Managed Accounts and a copy of the Compliance Plan has been lodged with ASIC.

Legal title to the assets

The Custodian will provide custody services in relation to certain investments made through the Scheme and will hold legal title of those investments. The Custodian holds these assets on behalf of the Responsible Entity and is responsible to the Responsible Entity under a contractual relationship pursuant to a custody agreement.

The Trust Company (RE Services) Limited in its capacity as Responsible Entity of the Fat Prophets Managed Accounts holds legal title to all cash (including your Cash Account) in an omnibus account held in its name with an Australian ADI, however the appointed Custodian holds the omnibus account on the Responsible Entity's behalf. The Administrator administers the omnibus account and Cash Account arrangements.

Custodians of the Fat Prophets Managed Accounts

The following refers to each of the custodians appointed by the Responsible Entity, as above.

By completing the Application Form and investing through the Fat Prophets Managed Accounts, each Investor acknowledges the Custodian's role with respect to the Fat Prophets Managed Accounts and the investments held through it and agrees that the Custodian's obligations are limited to the provision of the services to the Responsible Entity under its custody agreement with the Responsible Entity and that the Custodian's liability is limited to the Responsible Entity under the terms of its custody agreement with the Responsible Entity and that the Custodian has no liability to Investors.

The Custodian will accept instructions with respect to underlying investments from the Responsible Entity, and will not accept any instructions from Investors.

Under the agreement with the Custodian, the Responsible Entity may instruct the Custodian to sign documents, buy and sell investments and make and receive payments in connection with the assets the Custodian holds on behalf of the Responsible Entity.

The Custodian will segregate assets it holds on behalf of the Responsible Entity from the assets of the Custodian or its related entities. It is generally accepted that assets held by the Custodian pursuant to the agreement between the Responsible Entity and the Custodian, will not form part of the Custodian's assets and therefore will not be available to the creditors of the Custodian or its related entities.

The Custodian will segregate all assets it holds on behalf of the Responsible Entity from those of other clients of the Custodian, unless such assets are listed or are held in a securities depository account, in which case they may be comingled with the assets of other clients of the Custodian.

You acknowledge that the Responsible Entity may, at its absolute discretion, appoint alternative custodians for the Fat Prophets Managed Accounts.

Limited cooling off rights

Your rights to cooling off in respect of an investment in the Fat Prophets Managed Accounts differ to those when investing in other funds because they are governed by ASIC Class Order relief, namely Section 1019BA of the Corporations Act 2001 (Cth), as notionally inserted by ASIC Class Order [CO 13/762].

Retail Clients may request their money back during the cooling off period, which is the period of 14 days from the earlier of the day you receive confirmation of your initial application, and the end of the fifth day after the day your first investment is made through the Fat Prophets Managed Accounts. If you request your application money back during the cooling off period then the Responsible Entity is bound to take all reasonable steps to realise your investment and return your money or securities unless the Responsible Entity reasonably considers that it would not be fair to all Investors to do so. You should note that the money you receive back may be less than your Application Money as there may have been losses in the value of the investment on realisation relative to the purchase price, and there may be fees and costs that are entitled to be deducted.

Additionally, in some cases, such as where Managed Funds are frozen, it may not be possible to realize your underlying investment. The procedures to withdraw all or part of your investment are set out in the 'Withdrawing All or Part of Your Investment' section of this PDS.

Information from underlying investments

The Responsible Entity will, via the Custodian, receive reports and other relevant communications in relation to your investments in your Account from the relevant Fund Manager, company or issuer. You can request a copy of these communications free of charge and, where possible, we will provide them to you or to your financial adviser directly.

Voting policy

Where the Responsible Entity receives notice of meetings or resolutions that relate to your underlying investments, we do not proactively make this information available to you or your financial adviser.

The Responsible Entity maintains a voting policy under which it does not offer voting rights. However, there are limited circumstances when we may:

- allow Investor instructions to be made via proxy in writing, and/or
- actively solicit your voting instruction.

These circumstances include:

- fulfilling our obligations under applicable law
- where the Investors are 'key management personnel' as defined by the Corporations Act
- where there are Investors who hold a material interest in the investment that could reasonably be expected to impact the outcome of a resolution.

Subject to our discretion, the Constitution and the terms of our voting policy, where such matters are brought to our attention:

- We will endeavour to provide you with the material that would have been sent to you if you were a direct investor.
- We will not permit you to act as a corporate representative on behalf of the Custodian. Instead, we will accept your written voting instructions so that the Custodian can endeavour to lodge the instructions via proxy.
- We may require confirmation in writing from the relevant company secretary or other representative to confirm your eligibility to participate in some or all of the resolutions. Where this confirmation is sought, we will not pass on your instructions until this has been provided.
- The Administrator and the Responsible Entity do not accept any liability for acting on your instructions (including where such an instruction may contravene the law or any regulation).
- Any instruction to vote must be received at least three Business Days prior to the registry cut-off time.
- A standing instruction for future resolutions cannot be provided; we must receive direction from you for each voting opportunity as it arises.
- The Custodian generally does not vote on company or scheme resolutions and other corporate actions.

A copy of the Responsible Entity's voting policy is available free of charge on request from your financial adviser.

Corporate actions

Where the Responsible Entity receives notice of corporate actions that relate to your investments, we do not proactively make this information available to you or your financial adviser. The Responsible Entity will, in conjunction with the Investment Manager (if applicable), determine the best course of action for investors of Fat Prophets Managed Accounts as a whole regarding particular corporate actions such as takeovers, mergers and buybacks. Be aware that what is best for investors as a whole may not be best for an individual investor. This is a risk inherent in being an investor in a managed investment scheme.

Split instructions

Please note that the terms of some underlying investments may not permit the Responsible Entity to 'split' instructions to the underlying issuer or Fund Manager in order to take account of an individual Investor's instructions. If this situation arises, the Responsible Entity will generally provide instructions to the Custodian, issuer or Fund Manager based on the majority (by value) of instructions received from Investors. In this case, Investors who provided instructions in the minority will be deemed to have provided instructions in accordance with the majority. By becoming an Investor, each Investor acknowledges and agrees that corporate actions will be determined and processed as set out above.

How the Responsible Entity selects investments for the Investment Menu

The Responsible Entity may appoint third parties to assist with investment consulting services in the selection of investments for the Investment Menu. Before we add a Managed Portfolio, financial product or other investment to the Investment Menu, it is subject to the Responsible Entity's review and approval process. This includes considering the relevant portfolio, product or investment against our suitability criteria. The Investment Menu is reviewed regularly; generally, on a monthly basis.

The Responsible Entity's criteria for selection and on-going review of investments include:

- the Investment Manager's or Fund Manager's qualifications, skills and track record
- the nature of the proposed underlying financial products or investments, the liquidity of those assets and, where the products are not listed, the rights of the issuer to suspend or freeze redemptions
- the potential demand for the portfolio or investment amongst Investors and financial advisers
- the costs and operational resources necessary to maintain and monitor the proposed Managed Portfolio, Managed Fund or other investment
- the degree to which an Investment Manager and/or investment product have already received ratings by professional ratings agencies and the strength of those ratings
- whether a financial product or other investment has met its stated objectives (if any) and whether those are consistent with the Fat Prophets Managed Accounts' investment strategies and philosophy
- access to pricing, performance, attribution and allocation data
- the ability of the relevant issuer to integrate with the platform technology of the Fat Prophets Managed Accounts, and
- the costs and operational resources necessary to maintain the financial product or investment and whether the issuer is prepared to pay a fee in return for the services provided by the Responsible Entity to the issuer.

Where matters are brought to the attention of the Responsible Entity that require a financial product or other investment on the Investment Menu to be reassessed, we may close an investment option to new investments if we deem this the most appropriate course of action. Where this occurs and you hold the investment, we will communicate this to you directly or via your financial adviser.

In adding or removing a financial product or other investment to or from the Investment Menu, we do not take any liability for any movement in asset price or costs as they relate to delays in admitting or removing the investment, nor do we make any representations as to the suitability of the investment either generally or with regard to your personal circumstances or needs.

How the Responsible Entity selects listed securities for the Self-Directed Investments

Requests to add listed securities to the Investment Menu are in accordance with the policy at the discretion of the Responsible Entity.

The Responsible Entity may consider any of the following criteria in determining whether to include listed securities in the Investment Menu:

- the liquidity of the investment
- the tax treatment
- approved exchanges (i.e. our systems will only interface with certain securities exchanges)

- fully paid ordinary or common stock - investments must be classified as 'fully paid' or common stock by the approved exchange, and
- whether the listed securities are listed or quoted on a major index (to be approved for purchases, the securities must be in a major index selected by the Responsible Entity).

Complaints handling policy

The Responsible Entity has established procedures for dealing with complaints. If an investor has a complaint, they can contact the Responsible Entity during business hours.

The Responsible Entity will use reasonable endeavours to deal with and resolve the complaint within a reasonable time but in any case, no later than 45 days after receipt of the complaint.

If an investor is not satisfied with the outcome, the complaint can be referred to the Australian Financial Complaints Authority (AFCA), an external complaints resolution scheme of which the Responsible Entity is a member.

You can contact AFCA on 1800 931 678, or by writing to:

Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Email: info@afca.org.au

Website: www.afca.org.au

If you have a complaint about financial product advice or other services provided to you by your financial adviser, you should make your complaint to your Australian licensed or authorised financial adviser, who is required to have their own complaints handling process in relation to the services they provide.

Privacy

The Responsible Entity may collect personal information from you in the application and any other relevant forms to be able to process your application, administer your investment and comply with any relevant laws. If you do not provide us with your relevant personal information, we will not be able to do so. In some circumstances we may disclose your personal information to Perpetual's related entities or service providers that perform a range of services on our behalf and which may be located overseas.

Privacy laws apply to our handling of personal information and the Responsible Entity will collect, use and disclose your personal information in accordance with its privacy policy, which includes details about the following matters:

- the kinds of personal information the Responsible Entity collects and holds;
- how the Responsible Entity collects and holds personal information;
- the purposes for which the Responsible Entity collects, holds, uses and discloses personal information;
- how you may access personal information that the Responsible Entity holds about you and seek correction of such information (note that exceptions apply in some circumstances);
- how you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds the Responsible Entity, and how the Responsible Entity will deal with such a complaint;
- whether the Responsible Entity is likely to disclose personal information to overseas recipients and, if so, the countries in which such recipients are likely to be located if it is practicable for the Responsible Entity to specify those countries.

The privacy policy of the Responsible Entity is publicly available at www.perpetual.com.au or you can obtain a copy free of charge by contacting the Responsible Entity.

Consents of named parties

Where required by the law, each of the parties named in this PDS has given its consent to be named in this PDS in the form and context in which it is named. Each of the parties (other than the Responsible Entity, which is the issuer of this PDS) has not caused the issue of this PDS and does not make, nor purport to make, any statement in this PDS. Each of the parties has not, before the issue of this PDS, withdrawn its consent to be named. Each of the parties expressly disclaims and takes no responsibility for any part of this PDS other than the reference to its name.

Related parties and conflicts of interest

The Perpetual group, including the Responsible Entity, have in place governance frameworks, group policies and divisional procedures to ensure conflicts are identified and managed appropriately. These conflict policies are aimed at ensuring that conflicts involving individuals or related entities in the Perpetual group are identified, reported, assessed and managed in a timely and appropriate manner in order to uphold the best interests of clients, members and shareholders. This ensures that Perpetual and its related entities are adopting and promoting a culture of awareness and effective management of conflicts of interests when carrying out its operations. As part of the management of conflicts, Perpetual maintains a register of generic corporate conflicts, including related party conflicts, acting in multiple capacities on the same transaction and service provider to multiple entities, and how these conflicts are to be managed. When such a conflict is identified, the register provides for certain controls to be utilised in order to manage this conflict. Examples of controls include engaging on 'arm's length' or third party terms, use of information barriers and compliance plans.

The Responsible Entity has appointed Margaret Street Administration Services Pty Ltd, to carry out the administration of the Fat Prophets Managed Accounts, including the Cash Account.

The Administrator has also entered into contracts with third party providers of financial services and products to facilitate certain features of the Fat Prophets Managed Accounts.

Labour standards or environmental, social or ethical factors

The Responsible Entity does not take into account labour standards or environmental, social or ethical considerations in the selection, retention or realisation of investments for this product. Unless otherwise stated in the Investment Menu in the Mandate for a Managed Portfolio or the PDS of a Managed Fund, the Investment Managers and Fund Managers whose products are offered through the Fat Prophets Managed Accounts do not take into account labour standards or environmental, social or ethical considerations in relation to investment decision-making relating to their Mandates or investment strategies. Refer to the Mandates for each Managed Portfolio and in Product Disclosure Statements for Managed Funds, set out or available from the Investment Menu via the Fat Prophets Portal for information about which Investment Managers or Fund Managers take labour standards or environmental, social or ethical considerations in the selection, retention or realisation of investments, and the extent to which and how they take these factors into account.

Continuous disclosing entity

The Scheme is a 'disclosing entity' under the Corporations Act and is therefore subject to regular reporting and disclosure obligations, including obligations to disclose when an important event occurs. Any reports and disclosures of important information will be lodged with ASIC and can be obtained from ASIC. We will also provide copies to Investors via the Fat Prophets Portal or email free of charge on request.

Margin lending

It may be possible to invest in the Fat Prophets Managed Accounts using a margin lending facility approved by the Responsible Entity in accordance with its policies.

If you wish to make an application for a margin lending facility, you should complete the relevant forms which are available by contacting your financial adviser. If your Application to invest in the Fat Prophets Managed Accounts using a margin lending facility is approved by the margin lender you select, you or your Representative (if applicable) will be able to apply funds drawn down from your margin loan to your Account.

If you choose to fund your Account using a margin lending facility, all or part of the investments in your Account are used as security for the facility. The Responsible Entity does not enter into a lending agreement with the margin lender as a means of providing this security. The margin lender's interest is limited to your Account balance only, and it is not entitled to any recourse against assets in other Investors' Accounts.

A margin lending facility may be subject to additional risks not set out in this PDS. You should discuss this in detail with your financial adviser before considering taking a margin loan.

Anti-money laundering compliance

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML Act) and other applicable anti-money laundering and counter terrorism laws, regulations, rules and policies which apply to the Responsible Entity (AML Requirements), regulate financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing. The AML Act is enforced by the Australian Transaction Reports and Analysis Centre (AUSTRAC). In order to comply with the AML Requirements, the Responsible Entity is required to, amongst other things:

- verify your identity and source of your application monies before providing services to you, and to re-identify you if we consider it necessary to do so; and

- where you supply documentation relating to the verification of your identity, keep a record of this documentation for 7 years.

The Responsible Entity and the Administrator as its agent (collectively the Entities) reserve the right to request such information as is necessary to verify your identity and the source of the payment. In the event of delay or failure by you to produce this information, the Entities may refuse to accept an application and the application monies relating to such application or may suspend the payment of withdrawal proceeds if necessary to comply with AML Requirements applicable to them. Neither the Entities nor their delegates shall be liable to you for any loss suffered by you because of the rejection or delay of any subscription or payment of withdrawal proceeds.

The Entities have implemented several measures and controls to ensure they comply with their obligations under the AML Requirements, including carefully identifying and monitoring investors. Because of the implementation of these measures and controls:

- transactions may be delayed, blocked, frozen or refused where an Entity has reasonable grounds to believe that the transaction breaches the law or sanctions of Australia or any other country, including the AML Requirements;
- where transactions are delayed, blocked, frozen or refused the Entities are not liable for any loss you suffer (including consequential loss) caused by reason of any action taken or not taken by them as contemplated above, or because of their compliance with the AML Requirements as they apply to the Fund; and
- The Responsible Entity or the Administrator may from time to time require additional information from you to assist it in this process.

The Entities have certain reporting obligations under the AML Requirements and are prevented from informing you that any such reporting has taken place. Where required by law, an entity may disclose the information gathered to regulatory or law enforcement agencies, including AUSTRAC. The Entities are not liable for any loss you may suffer because of their compliance with the AML Requirements.

Authorisations

Investment authority to Responsible Entity

By becoming an Investor in the Fat Prophets Managed Accounts you agree and authorise us to make investments on your behalf in accordance with the Account Instruction(s) that you or your Representative provide. Under this authority, we will invest your contributions by buying or selling investments according to your instructions or, if you invest in Managed Portfolios, we will also invest pursuant to changes made to your selected Managed Portfolio(s) by the relevant Investment Manager(s).

We will accept instructions to change the composition of your Account from you or your Representative on your behalf and will act on these instructions subject to the discretions in the Constitution and described in this PDS. By investing in the Fat Prophets Managed Accounts, you are providing us with a standing authorisation to pay funds into and withdraw funds from your Account in accordance with Account Instructions from you or your Representative and also to make payments for settlement of trades and related fees and other costs. This authorisation continues until you withdraw your investments completely from the Fat Prophets Managed Accounts. Please refer to the Application Form for further details about the authority provided to the Responsible Entity.

Online terms and conditions

When your Account is activated, you will be provided with access to the Fat Prophets Portal via a password and user ID. We will not generally be liable for any loss incurred by you if your password is used by someone without your authority, except to the extent that such liability is attributable to our own negligence. However, you need to be aware that, when you, your financial adviser or your Representative accesses your Account by entering your password, you discharge, release and agree to indemnify us from and against all proceedings, actions, liabilities and claims arising out of the use of your password. Investors should take care to safeguard their passwords and store their password separately from their Account records.

The Fat Prophets Portal will show the date and details of each transaction made in relation to your Account, including the amount paid for the securities and any associated fees, costs and charges that have been deducted from your Account.

Portfolio values, including cash balances, are generally current as at the end of the previous Business Day, allowing you and your financial adviser to more accurately manage your tax positions. Please note that all positions may at times be subject to delays beyond our control.

Online instructions

Investors should note that there is a risk persons with access to your Account details may provide us with fraudulent or other unauthorised instructions. Therefore, you agree to indemnify and release the Responsible Entity from all potential actions and liabilities arising from us acting on what appeared to be genuine instructions from you or from your Representative on your behalf.

Appointment of a Representative

When you invest in the Fat Prophets Managed Accounts you may appoint a Representative (generally your financial adviser) who can provide instructions to us on your behalf. To appoint and authorise us to provide your Representative with information about your Account, you must complete and sign the relevant section of the Application Form. The appointment of a Representative is subject to the following terms and conditions. Your Representative will be permitted to:

- make Applications on your behalf, with the exceptions of setting up a Regular Contribution Plan, Regular Payment Plan or changing the nominated bank account for withdrawals;
- transmit your requests relating to your Account and all investments relating to your Account including (without limitation), making additional investments or ad hoc withdrawals from your Account, changing your Account details, or selecting and switching investments, including Managed Portfolios and Self-Directed Investments;
- obtain information regarding the assets that make up your Account and make enquiries about your investment strategy; and
- transmit your requests to the Responsible Entity on your behalf in relation to the transactions listed above and any incidental transactions.

If we receive directions or an enquiry from a person whom we reasonably believe is your Representative, we will act on such directions and enquiries as if they were your personal acts. Until we receive a written cancellation of the appointment, we will continue to act on any instructions from your Representative. We reserve the right to cancel or vary the terms of the appointment of a Representative upon providing you with 14 days' notice. Where your Representative is a company or partnership, all actions taken by any director, partner, or authorised officer of the Representative is deemed to be an act of the Representative.

The Responsible Entity is not responsible for and does not provide personal advice in relation to your investments. The Responsible Entity, our successors, and assigns disclaim any liability for direct or consequential loss, damage or injury arising from your appointment of a Representative. By signing the Application Form, you agree that the Responsible Entity is not responsible for acts, matters and things done or purported to be done by your Representative even if not authorised by you, provided we have no reasonable reason to believe that they are not your Representative. Neither you nor any person making a claim on your behalf will have any right or claim against the Responsible Entity, our related bodies corporate successors, and assigns regarding any matter, act, or thing done or purported to be done by your Representative.

Any payment made, requested or received by your Representative shall constitute a full release of the Responsible Entity's obligations.

Defined terms

ABN	Australian Business Number.
Account	Each Investor's account including all assets, liabilities (if applicable) and cash in the Cash Account.
Account Instruction	The instructions from you or on your behalf from your Representative regarding your Account. All account instructions are provided online via the Fat Prophets Portal; your financial adviser can assist.
Administrator	Margaret Street Administration Services Pty Ltd ABN 63 163 681 678
Adviser	Means the Fat Prophets representative who provides you with general financial product advice.
Adviser Service Fees	The amounts that you consent to, authorise and instruct the Responsible Entity to deduct from your Account and pay to the AFSL holder who authorises your financial adviser for the general or personal advice or execution only services (or a combination of these services) they provide to you.
AML/CTF	Anti-money laundering and counter-terrorism financing.
AML/CTF Booklet	Guide for Applicants and their financial advisers on what documents are satisfied to meet the requirements of the AML/CTF legislation. The AML/CTF booklet is available at https://www.perpetual.com.au/resources-and-documents/ and via the Fat Prophets Portal.
ANZ	Australia and New Zealand Banking Group Limited ABN 11 005 357 522
Applicant	A person who submits an Application Form in accordance with this PDS to become a member of the Fat Prophets Managed Accounts.
Application	An application for an investment in the Fat Prophets Managed Accounts.
Application Form	The application form to be used for investment in the Fat Prophets Managed Accounts. This can be completed via the Fat Prophets Portal with assistance from your financial adviser or a paper copy can be requested. We require an original signed copy of the application form with all supporting documents in order to process your Application.
Application Money	The money received or non-cash assets transferred in connection with the offer pursuant to this PDS and the Constitution.
ASIC	Australian Securities and Investments Commission.
ASX	Australian Securities Exchange.
ASX Listed Securities	Listed securities that are traded on the ASX.
Business Day	A day on which banks are open for business in Melbourne other than a Saturday, Sunday or public holiday, or such other day as the Responsible Entity determines.
Cash Account	The segregated cash account which forms part of your Account.
CGT	Capital Gains Tax.
Class Order	ASIC Class Order 13/762 in force on 28 September 2017, it includes any commenced amendment affecting the legislative instrument to that date Investor directed portfolio-like services provided through registered managed investment scheme and any supplementary and amending instrument which varies, supplements or replaces it.
Compliance Plan	The compliance plan that provides a framework for monitoring the operation of the Scheme, as amended from time to time.
Constitution	The constitution of the Scheme as amended from time to time.
Corporations Act	Corporations Act 2001 (Cth) and the associated regulations, as amended from time to time.
EFT	Electronic fund transfer.
Fat Prophets Portal	You will be provided with a user ID and password for a secure internet website where you can view your Account details, receive reports and view updated information about the Fat Prophets Managed Accounts. Information is generally correct as at the close of the previous Business Day.
FIFO	First in first out (FIFO) method refers to tax parcels which are acquired first and also disposed of first.
Fixed Interest Securities	A debt instrument such as a bond which pays a specified rate of interest that does not change over the life of the instrument. Generally, the face value is returned when the security matures.
Fund Managers	The responsible entities of the Managed Funds.

GST	Australian Goods and Services Tax pursuant to the A New Tax System (Goods and Services) Tax Act 1999 (Cth).
Hedge Funds	An investment fund that trades in a wide range of financial instruments, derivatives and other alternative assets and uses more complex strategies and risk management techniques than Managed Funds.
In-specie Transfer	A transfer of securities where there is no change in the beneficial ownership of the securities.
Investment Managers	Investment managers who either construct or provide advice to the Responsible Entity on the construction of and in certain cases the implementation of transactions for Managed Portfolios, as listed in the Investment Menu.
Investment Menu	The investment menu located via the Fat Prophets Portal which contains the full list of investment options for investment. The menu forms part of this PDS and may be updated from time to time at the Responsible Entity's discretion. You can receive a hard copy free of charge upon request.
Investor	An investor in the Fat Prophets Managed Accounts, also referred to as "member", "you" or "your".
Listed International Securities	Listed securities that are traded on securities and investment exchanges other than Australian domestic exchanges.
Managed Funds	Registered managed investment schemes in which you may invest via the Fat Prophets Managed Accounts. Details of managed funds available through Fat Prophets Managed Accounts can be found in the Investment Menu, with a copy of their PDS. You should read the PDS for each managed fund before investing via your Account in a managed fund.
Mandate	The instructions of the Investment Manager on how it manages each Managed Portfolio according to that Managed Portfolio's risk and return profile and in order to achieve a stated investment objective.
Max Gain	Maximise capital gains or, if no capital gains are available, minimise your capital losses.
Min Gain	Maximise capital losses or, if no capital losses are available, minimise your capital gains.
Managed Portfolio (also known as Model Portfolios)	A portfolio of assets invested by an Investment Manager according to the Mandate of the Managed Portfolio. Details of available Managed Portfolios, their Mandate, and other details including specific risks and fees can be found in the Investment Menu.
PDS	A product disclosure statement, such as this product disclosure statement, including any supplementary or replacement product disclosure statement or other updates from time to time.
RBA	Reserve Bank of Australia.
Regular Contribution Plan	A regular investment in the at Fat Prophets Managed Accounts whereby the Responsible Entity direct debits a set amount each month from an Investor's nominated bank account.
Regular Payment Plan	A regular withdrawal from the Fat Prophets Managed Accounts whereby the Responsible Entity directly credits a fixed amount each month or a monthly payment of any dividend or distribution that has been received into your Account over the preceding month to a nominated bank account.
Representative	A person who an Investor nominates as their representative and is authorised to transact on behalf of the Investor. Generally, an Investor's financial adviser.
Responsible Entity	The Trust Company (RE Services) Limited ABN 45 003 278 831, AFS licence number 235150.
Retail Client	As defined under section 761G of the Corporations Act.
RITC	Means reduced input tax credits within the meaning of the GST Law.
Scheme	Xplore Managed Account ARSN 128 111 857.
Self-Directed Investments	The investments you or your Representative select (outside of the Managed Portfolios) which you choose to hold through the Fat Prophets Managed Accounts. See the Investment Menu for available options.
Wholesale Client	As defined under section 761G of the Corporations Act.
Your Own Savings Plan	An arrangement put in place by an Investor to make regular additional investments to their Account.

Corporate directory

Distributor

Fat Prophets Pty Limited

ABN 62 094 448 549

AFSL 229183

Address

Level 3, 22 Market Street

Sydney NSW 2000

Phone 61 (02) 9024 6788

Website www.fatprophets.com.au

Email wealth@fatprophets.com.au

Responsible Entity

The Trust Company (RE Services) Limited

ABN 45 003 278 831

AFSL 235150

Address

Angel Place, Level 18

123 Pitt Street Sydney NSW 2000

Phone 1800 022 033

Website www.perpetual.com.au

Email investments@perpetual.com.au

Administrator

Margaret Street Administration Services Pty Ltd

ABN 63 163 681 678

Corporate Authorised Representative No 440581 of

Investment Administration Services Pty Ltd

Address

PO Box 482

Collins Street West VIC 8007

Phone 1300 669 891

Email support@xplorewealth.com.au

