

This Investment Menu is issued by Praemium Australia Limited (ABN 92 117 611 784, AFSL 297956).

The information in this document forms part of the following Product Disclosure Statement:

- InvestSMART Diversified Portfolios Product Disclosure Statement (PDS) dated 22 December 2015.



# InvestSMART

DIVERSIFIED PORTFOLIOS

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Investment Menu Dated 18 January 2016

INVESTSMART FINANCIAL SERVICES

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# MODEL PORTFOLIO MANAGERS & MODEL PROFILES

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## **INVESTSMART FINANCIAL SERVICES PTY LTD**

The company aims to provide Australian retail investors with low cost access to quality financial information and products. The business was established in 1999, and has over 20,000 clients, with over \$750 million in assets under advice.



## **INTELLIGENT INVESTOR**

Intelligent Investor is Australia's leading value-focused investment research and education service. Intelligent Investor has been helping Australian investors make more from the stock market since 1998.

# MODEL PORTFOLIO PROFILE: IV0001

## INVESTSMART DIVERSIFIED INCOME MODEL

### Investment objective

The investment objective is to maximise annual income while minimising capital losses over three year rolling periods by investing in a diverse mix of asset classes covering Australian equities, international equities, property, infrastructure, alternatives, fixed interest and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Require relatively high levels of income while maintaining capital levels over the medium term;
- Seek a portfolio diversified across a range of different asset classes; and
- Want a portfolio where the asset allocation is actively managed based on changes in market valuation.

### Investment Strategy and approach

The manager believes that prevailing market valuations tend to be indicative of final outcomes over long-time periods. By undertaking a forward looking view of expected returns and implied risks, the manager aims to understand if the market is sufficiently rewarding investors for the risks they are undertaking across different asset class.

The portfolio does not have a pre-defined asset allocation, instead the manager employs an objective based approach which aims to determine the appropriate mix of asset classes that is likely to achieve the stated objective while minimising the level of risk. As investment markets fluctuate and therefore expected returns change, the manager alters the asset allocation accordingly.

The portfolio will invest across a mix of asset classes including Australian equities, international equities, property, infrastructure, fixed interest, alternatives and cash.

### Benchmark Index

Morningstar Multisector Moderate Index

### Indicative number of stocks

5 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Growth Assets	0	50
Defensive Assets	50	100

# MODEL PORTFOLIO PROFILE: IV0002

## INVESTSMART CONSERVATIVE MODEL

### Investment objective

The investment objective is to achieve a return of 1% above the RBA Cash rate per annum over three year rolling periods by investing in a diverse mix of asset classes covering Australian equities, international equities, property, infrastructure, alternatives, fixed interest and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Seek a return above inflation but with a low to medium tolerance for risk and are therefore willing to accept lower returns for a lower level of risk;
- Seek a portfolio diversified across a range of different asset classes; and
- Want a portfolio where the asset allocation is actively managed based on changes in market valuation.

### Investment Strategy and approach

The manager believes that prevailing market valuations tend to be indicative of final outcomes over long-time periods. By undertaking a forward looking view of expected returns and implied risks, The manager aims to understand if the market is sufficiently rewarding investors for the risks they are undertaking across different asset class.

The portfolio does not have a pre-defined asset allocation, instead the manager employs an objective based approach which aims to determine the appropriate mix of asset classes that is likely to achieve the stated objective while minimising the level of risk. As investment markets fluctuate and therefore expected returns change, the manager alters the asset allocation accordingly.

The portfolio will invest across a mix of asset classes including Australian equities, international equities, property, infrastructure, fixed interest, alternatives and cash.

### Benchmark Index

Morningstar Multisector Moderate Index

### Indicative number of stocks

5 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Growth Assets	0	60
Defensive Assets	40	100

# MODEL PORTFOLIO PROFILE: IV0003

## INVESTSMART BALANCED MODEL

### Investment objective

The investment objective is to achieve a return of 2% above the RBA Cash rate per annum over five year rolling periods by investing in a diverse mix of asset classes covering Australian equities, international equities, property, infrastructure, alternatives, fixed interest and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Seek a return above inflation but with a low to medium tolerance for risk and are therefore willing to accept lower returns for a lower level of risk;
- Seek a portfolio diversified across a range of different asset classes; and
- Want a portfolio where the asset allocation is actively managed based on changes in market valuation.

### Investment Strategy and approach

The manager believes that prevailing market valuations tend to be indicative of final outcomes over long-time periods. By undertaking a forward looking view of expected returns and implied risks, the manager aims to understand if the market is sufficiently rewarding investors for the risks they are undertaking across different asset class.

The portfolio does not have a pre-defined asset allocation, instead the manager employs an objective based approach which aims to determine the appropriate mix of asset classes that is likely to achieve the stated objective while minimising the level of risk. As investment markets fluctuate and therefore expected returns change, the manager alters the asset allocation accordingly.

The portfolio will invest across a mix of asset classes including Australian equities, international equities, property, infrastructure, fixed interest, alternatives and cash.

### Benchmark Index

Morningstar Multisector Balanced Index

### Indicative number of stocks

5 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Growth Assets	10	70
Defensive Assets	30	90

# MODEL PORTFOLIO PROFILE: IV0004

## INVESTSMART GROWTH MODEL

### Investment objective

The investment objective is to achieve a return of 3% above the RBA Cash rate per annum over seven year rolling periods by investing in a diverse mix of asset classes covering Australian equities, international equities, property, infrastructure, alternatives, fixed interest and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Seek a high return above inflation but with a medium to high tolerance for risk and therefore are willing to accept a degree of volatility in their portfolio in order to achieve their long-term investment objective;
- Seek a portfolio diversified across a range of different asset classes; and
- Want a portfolio where the asset allocation is actively managed based on changes in market valuation.

### Investment Strategy and approach

The manager believes that prevailing market valuations tend to be indicative of final outcomes over long-time periods. By undertaking a forward looking view of expected returns and implied risks, the manager aims to understand if the market is sufficiently rewarding investors for the risks they are undertaking across different asset class.

The portfolio does not have a pre-defined asset allocation, instead the manager employs an objective based approach which aims to determine the appropriate mix of asset classes that is likely to achieve the stated objective while minimising the level of risk. As investment markets fluctuate and therefore expected returns change, the manager alters the asset allocation accordingly.

The portfolio will invest across a mix of asset classes including Australian equities, international equities, property, infrastructure, fixed interest, alternatives and cash.

### Benchmark Index

Morningstar Multisector Growth Index

### Indicative number of stocks

5 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Growth Assets	50	90
Defensive Assets	10	50

# MODEL PORTFOLIO PROFILE: IV0005

## INVESTSMART HIGH GROWTH MODEL

### Investment objective

The investment objective is to achieve a return of 4% above the RBA Cash rate per annum over rolling ten year periods by investing in a diverse mix of asset classes covering Australian equities, international equities, property, infrastructure, alternatives, fixed interest and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Seek a high return above inflation but with a medium to high tolerance for risk and therefore are willing to accept a degree of volatility in their portfolio in order to achieve their long-term investment objective;
- Seek a portfolio diversified across a range of different asset classes; and
- Want a portfolio where the asset allocation is actively managed based on changes in market valuation.

### Investment Strategy and approach

The manager believes that prevailing market valuations tend to be indicative of final outcomes over long-time periods. By undertaking a forward looking view of expected returns and implied risks, the manager aims to understand if the market is sufficiently rewarding investors for the risks they are undertaking across different asset class.

The portfolio does not have a pre-defined asset allocation, instead the manager employs an objective based approach which aims to determine the appropriate mix of asset classes that is likely to achieve the stated objective while minimising the level of risk. As investment markets fluctuate and therefore expected returns change, the manager alters the asset allocation accordingly.

The portfolio will invest across a mix of asset classes including Australian equities, international equities, property, infrastructure, fixed interest, alternatives and cash.

### Benchmark Index

Morningstar Multisector Aggressive Index

### Indicative number of stocks

5 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Growth Assets	60	100
Defensive Assets	0	40



# MODEL PORTFOLIO PROFILE: IV0006

## INVESTSMART INTERNATIONAL EQUITIES MODEL

### Investment objective

The objective of this model portfolio is to provide investors with a high level of exposure to the international equities share markets. The portfolio is invested across a range of ASX-listed ETFs aimed at achieving a diversified portfolio. The portfolio is expected to display high levels of volatility and will have a high level of currency risk.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Seek a long-term, reliable return above inflation with a tolerance for high market and currency volatility; and
- Seek exposure to international equities in a low cost product.

### Investment Strategy and approach

The investment objective will be met through a portfolio of ETFs, where each ETF invests in a different market sector to the others, thereby lowering volatility, minimising overall risk, and increasing the potential for long-term growth. The allocation between ETFs is active and will change over time, typically being reviewed on a quarterly basis. The active allocation process takes current market information along with expectations of future economic conditions into consideration.

### Benchmark Index

MSCI World (ex-Australia) Index, unhedged

### Indicative number of stocks

The number of ETF and listed investment trusts covering all other asset classes will typically range between 5 and 12.

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
International Equities	90	100
Cash	0	10

# MODEL PORTFOLIO PROFILE: IV0007

## INTELLIGENT INVESTOR GROWTH MODEL

### Investment objective

The investment objective is to achieve a return of 1% above the All Ordinaries Accumulation Index per annum over three year rolling periods by investing in a diverse mix of Australian equities and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Seek active management of Australian equities in a concentrated portfolio; and
- Seek exposure to the Australian equity market, though well-researched share selections.

### Investment Strategy and approach

The Intelligent Investor approach is buying and holding shares with market prices at material discounts to their estimated value. Value is defined as the net present value of future cash flows though, given the difficulty of estimating future cash flows, in practice a number of other valuation measures are used, such as price-earnings ratio and free cash flow yield, having regard to a company's perceived long-term growth prospects and underlying business quality. The underlying business quality is assessed according to the value added by a company's products or services and the competitive environment in which they sell them.

### Benchmark Index

All Ordinaries Accumulation Index (including franking credits)

### Indicative number of stocks

10 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Australian Equities	50	100
Cash	0	50

# MODEL PORTFOLIO PROFILE: IV0008

## INTELLIGENT INVESTOR EQUITY INCOME MODEL

### Investment objective

The investment objective is to achieve an income return of 5% from a portfolio of high yielding shares selected from the All Ordinaries Index per annum.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Seek active management of Australian equities in a concentrated portfolio;
- Seek exposure to the Australian equity market, though well-researched share selections; and
- Seek shares with a sustainable high yield in an expertly managed portfolio..

### Investment Strategy and approach

The Intelligent Investor approach is buying and holding shares with market prices at material discounts to their estimated value. Value is defined as the net present value of future cash flows though, given the difficulty of estimating future cash flows, in practice a number of other valuation measures are used, such as price-earnings ratio and free cash flow yield, having regard to a company's perceived long-term growth prospects and underlying business quality. Underlying business quality is assessed according to the value added by a company's products or services and the competitive environment in which they sell them. The portfolio aims to have a current dividend yield higher than the average for the All Ordinaries Index, by exercising a bias towards stocks with higher than average current dividend yields, while also meeting our definitions for value.

### Benchmark Index

All Ordinaries Accumulation Index (including franking credits)

### Indicative number of stocks

10 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Australian Equities	50	100
Cash	0	50

# MODEL PORTFOLIO PROFILE: IV0009

## INVESTSMART PROPERTY MODEL

### Investment objective

The investment objective is to achieve a return equal to or greater than the S&P/ASX 300 A-REIT Accumulation index per annum over rolling seven year periods by investing across Australian real estate securities and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Are seeking a portfolio with a core exposure to Australian real estate securities that can opportunistically shift to cash subject to valuation and portfolio risk considerations.

### Investment Strategy and approach

The portfolio aims to deliver similar returns to the benchmark index by investing in a core exposure of Australian REITs. The portfolio may shift to higher levels of cash subject to valuation and portfolio risk considerations in order to deliver a lower risk outcome than the index and achieve its overall long-term objective.

### Benchmark Index

S&P/ASX 300 A-REIT Accumulation Index

### Indicative number of stocks

2 - 25

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

ASSET ALLOCATION RANGES (%)		
	Minimum	Maximum
Australian REITs	0	100
Cash	0	50

# MODEL PORTFOLIO PROFILE: IV0010

## INVESTSMART FIXED INCOME MODEL

### Investment objective

The investment objective is to achieve a return above the RBA Cash rate over rolling three year periods by investing across Australian fixed income, global fixed income, floating rate securities, inflation linked bonds and cash.

### Model Portfolio Manager

InvestSMART Financial Services

### Designed for investors who...

- Are seeking a defensive portfolio with a core exposure to Australian fixed and floating rate income securities that can opportunistically invest in global fixed income securities and inflation linked bonds as well as hold significant exposures to cash.

### Investment Strategy and approach

The portfolio will hold a core allocation to Australian fixed income and floating rate securities but may tactically allocate to global fixed income, inflation linked bonds and cash in order to achieve its long-term objective.

### Benchmark Index

Bloomberg AusBond Composite 0+Yr TR AUD Index

### Indicative number of stocks

2 - 20

### Minimum Model Investment

\$5,000

### Investment Fee\*

Up to \$250,000	0.97% p.a.
\$250,001 - \$500,000	0.89% p.a.
\$500,001 - \$1,000,000	0.84% p.a.
\$1,000,001 - \$2,000,000	0.79% p.a.
More than \$2,000,000	0.67% p.a.

\* The Investment Fee is tiered – for example an Account balance of \$500,000 would be charged 0.97% for the first \$250,000 and 0.89% for the next \$250,000.

### ASSET ALLOCATION RANGES (%)

	Minimum	Maximum
Australian Fixed Interest	0	100
Global Fixed Interest	0	100
Floating Rate Securities	0	100
Inflation Linked Bonds	0	100
Cash	0	100



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**Product Disclosure Statement**

Separately Managed Accounts

ARSN 114 818 530

Dated: 22 December 2015

**Responsible Entity & Issuer**

Praemium Australia Limited

ABN 92 117 611 784 | AFSL 297956

**Marketing & Distribution**

InvestSMART Financial Services Pty Limited

ABN 70 089 038 531 | AFSL 226435

[www.investsmart.com.au](http://www.investsmart.com.au)



# InvestSMART

## DIVERSIFIED PORTFOLIOS

Product Disclosure Statement

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INVESTSMART FINANCIAL SERVICES



**InvestSMART**



**INTELLIGENT INVESTOR**

# PRODUCT DISCLOSURE STATEMENT

## IMPORTANT INFORMATION

Application is invited for investment in the Separately Managed Accounts ARSN 114 818 530 registered with the Australian Securities and Investments Commission ("ASIC") as a managed investment scheme under the Corporations Act 2001 (Cth). This portfolio service is established and offered within the Separately Managed Accounts managed investment scheme and is referred to in this Product Disclosure Statement (PDS) as the "InvestSMART Diversified Portfolios". This is called the "Offer".

Praemium Australia Limited (referred to in this PDS as "Praemium Australia Limited", "Praemium", "we", "our" or "us") is the Responsible Entity of the InvestSMART Diversified Portfolios and the issuer of this PDS.

None of Praemium Limited, its associates and subsidiaries (other than Praemium Australia Limited) have prepared this PDS, or are responsible for its contents. None of Praemium Australia Limited, Praemium Limited, any of its associates and subsidiaries, or any Model Portfolio Manager guarantees the success of the InvestSMART Diversified Portfolios or any particular Model Portfolio, or the repayment of capital or a particular rate of return, income or capital.

## UPDATING INFORMATION

**Certain information in this PDS may change. We will issue a supplementary PDS in respect of any changes that have a materially adverse impact from the point of view of a retail investor deciding whether to invest. Updated performance information and other general information relating to the InvestSMART Diversified Portfolios can be obtained free of charge at any time from the website at [www.investsmart.com.au](http://www.investsmart.com.au)**

**A paper copy of updated information is available free of charge upon request (see InvestSMART contact details on this page).**

**We reserve the right to change the features of the InvestSMART Diversified Portfolios, including the Model Portfolios offered, at any time.**

## MARKETING & DISTRIBUTION



The InvestSMART Diversified Portfolios is marketed and distributed by InvestSMART Financial Services Pty Ltd (InvestSMART) (ABN 70 089 038 531, AFSL No. 226435). The InvestSMART Diversified Portfolios is issued by Praemium Australia Limited. InvestSMART is not the issuer of the InvestSMART Diversified Portfolios. InvestSMART markets and distributes the InvestSMART Diversified Portfolios under an agreement with Praemium Australia Limited. InvestSMART is not an agent of Praemium Australia Limited, and has no authority to bind or make statements on behalf of Praemium Australia Limited or any of its related entities.

## YOUR RESPONSIBILITY

The information contained in this PDS is general only and does not take into account your individual objectives, financial situation, needs or circumstances. It is your responsibility to determine whether investing in the InvestSMART Diversified Portfolios is appropriate for you having regard to your objectives, financial situation, needs and circumstances. InvestSMART does not provide personal advice that takes into account your individual objectives, financial situation, needs or circumstances. If you believe you need personal advice, you should seek the services of a financial adviser.

## Contact details for enquiries about the InvestSMART Diversified Portfolios

InvestSMART Financial Services Pty Limited  
PO Box 2801  
Bowral NSW 2576

Email: [admin@investsmart.com.au](mailto:admin@investsmart.com.au)  
Phone: 1300 880 160  
Website: [www.investsmart.com.au](http://www.investsmart.com.au)

## The name and contact details of the Responsible Entity are:

Praemium Australia Limited  
Level 3, 50 Queen Street  
Melbourne VIC 3000

PO Box 322  
Collins Street West  
MELBOURNE VIC 8007

Email: [support@praemium.com.au](mailto:support@praemium.com.au)  
Website: [www.praemium.com.au](http://www.praemium.com.au)



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# WHAT IS THE INVESTSMART DIVERSIFIED PORTFOLIOS SEPARATELY MANAGED ACCOUNT?

The InvestSMART Diversified Portfolios Separately Managed Account (SMA) is established and offered within the registered managed investment scheme known as the Separately Managed Accounts. Each investor has a separate "Account" to which their investments are allocated.

Your Account can be constructed by using a range of available investment strategies that you select. Each investment strategy is referred to as a Model Portfolio, and they can be found in the Model Portfolio profiles in the Investment Menu at [www.investsmart.com.au](http://www.investsmart.com.au). Once you decide which Model Portfolio(s) are best suited to your investment needs and objectives, we will purchase securities to be included in your Account so that it reflects the Model Portfolio, or combination of Model Portfolios, that you have selected.

You will be the beneficial owner of the securities in your Account. You can view online all of the securities which are included in your Account as a single Account, even if you have decided to have securities invested in accordance with more than one Model Portfolio.

Your investment strategy and preferences may only be communicated to us by your Nominated Representative (InvestSMART) – refer to "Your Nominated Representative" for more information. The Model Portfolio Manager will manage the Model Portfolio on an ongoing basis, and we will buy and sell securities to be included in, or removed from, your Account as the Model Portfolio changes.

## KEY FEATURES

<b>Income</b>	Income from investments held in your Account is added to your Account; when paid it is added to your cash holding and included in the next rebalance (refer to "How the SMA works" for additional information on the rebalance process). OR You may choose to have your investment income paid into your nominated bank account periodically.
<b>Contributions and withdrawals</b>	Investments and withdrawals can be in cash or by way of transfer of CHESSE eligible Australian securities to or from you. See "How the SMA works" for details.
<b>Model Portfolio weighting: fixed or floating?</b>	If you select more than one Model Portfolio you have the choice of applying the Model Portfolio weightings on a fixed or floating basis. This is explained in more detail under "How the SMA works".
<b>Minimum Cash Holding</b>	2% of your Account.
<b>Minimum initial investment, Minimum withdrawal amount, Minimum account balance</b>	Model specific minimum investment amounts are specified in the Model Portfolio profiles in the Investment Menu. There is currently a minimum initial investment amount and a minimum balance amount of \$5,000. There is currently no minimum withdrawal amount.
<b>Additional investments</b>	You can make additional investments of any amount at any time.
<b>Regular Contribution Plans</b>	You can make regular contributions to your investment, either by signing up to our Regular Contribution Plan or by making your own arrangements directly with your bank, CMT or financial institution. See "How the SMA works" for full details.
<b>Reporting</b>	All reporting for the SMA is made available online and applications will only be accepted from persons who agree to receive reports through this facility. Some of the key reports available include: <b>Portfolio Report</b> This gives a full valuation broken down by asset class of your Account. <b>Performance Report</b> The performance of your Account is available daily. <b>Transaction Report</b> Lists all buys and sells, brokerage and fees and charges deducted in respect of your Account. <b>Income and Expense Reporting</b> Lists all income and expenses including franking credits. <b>Tax Reporting</b> Tax reporting is available online.

## NEED HELP?

If you have any queries regarding the SMA, please speak to your Nominated Representative.

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# SIGNIFICANT BENEFITS

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The significant benefits of investing in the SMA include:

- **Construct a unique Account using our blending facility**

If a number of Model Portfolios are available through the Investment Menu – you can mix them in any proportion that you choose. Your individual blend of Model Portfolios will result in a single Account that you have tailored to your needs.

- **Change Models in a tax-advantaged manner**

If you change your blend of Model Portfolios (which your Nominated Representative can do at any time) we update your Account, based on the new Model weightings, and then trade securities so that your Account matches your new combination of Model Portfolios. This means that we don't unnecessarily sell down securities from your Account to adjust it to the new combination of Model Portfolios.

- **View the securities that make up your Account at any time**

You own a portfolio of securities, not a unit in a trust. You can log into the investor website at any time to view the individual securities that make up your Account.

Please note, in some circumstances, such as when trading is being conducted in respect of your selected Model Portfolio(s), your exact security holdings will not be available for the period of the trading or longer at the discretion of the Model Portfolio Manager.

- **Move securities into or out of your Account at any time**

Contributions and withdrawals can be in cash or in kind – all CHESS-eligible listed Australian securities are accepted. Moving securities into or out of the SMA does not result in a realisation for capital gains tax purposes. Once you have selected your blend of Model Portfolio(s) we will sell those securities not required and invest the proceeds as per your selection.

- **Keep your trading costs down with our netting policy**

Trading within the SMA is conducted at a pooled level. This means that each day we assess the net trading requirements of the whole SMA and trade securities on this basis.

For example, if investors in one Model Portfolio of the SMA are selling securities in ABC Company and at the same time investors in another Model Portfolio of the SMA are buying the same number of securities in ABC Company we will simply transfer that security from one group of Accounts to the other without incurring any brokerage cost. The benefits (in terms of lower brokerage costs) are passed on to investors.

- **Retain the key benefits of managed funds**

The Model Portfolios (i.e. investment strategies) in the Investment Menu are all professionally constructed and managed by our Model Portfolio Managers and provide investors with access to professional investment managers and wholesale rates of brokerage not available individually.

- **You don't inherit other investor's capital gains**

Unlike most other managed investment schemes, your tax position as a result of investing in the SMA is affected only by the activity within your own Account. You do not buy into gains which have built up from other investors' earlier investments, and you do not realise gains as a result of other investors' decisions to withdraw from the SMA.

- **You can easily arrange for regular additional investments**

It is easy to arrange to make a regular additional contribution into your Account. Full details are set out under "How the SMA works".

- **You can easily arrange for regular withdrawals**

It is easy to arrange to make a regular withdrawal from your Account. Full details are set out under "How the SMA works".

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# SIGNIFICANT RISKS

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Before you make an investment decision, it is important to identify your investment objectives and the level of risk you are prepared to accept. This may be influenced by factors such as:

- the timeframe over which you are expecting a return on your investment and your need for regular income versus longer-term capital growth.
- your level of comfort with volatility in returns.
- the general and specific risks associated with a particular Model Portfolio.
- risks associated with the structure through which your investments are made.

It is important for you to obtain personal advice about your financial circumstances and needs, as well as the suitability of the SMA and Model Portfolio selection before you apply to establish an Account within the SMA or select any Model Portfolio(s).

## GENERAL RISKS

All investments have an inherent level of risk. Investment risk may result in loss of income or capital and possible delays in repayment. You could receive back less than you initially invested and there is no guarantee that you will receive any income.

## PORTFOLIO INVESTMENT RISK

Historically securities have offered higher returns over the long-term than other asset classes, however they are volatile and can perform poorly over the short to medium term.

Securities of smaller capitalisation companies may, from time to time, and especially in falling markets, become less liquid and experience short-term price volatility. They may also be less financially secure than larger more established companies and depend on a small number of key personnel, which increases the risk of a company's failure if a product fails, management changes or if there are other adverse developments.

Some Model Portfolios may only hold a small number of securities compared to the relevant benchmark index for that Model Portfolio. The performance of Model Portfolios holding a concentrated portfolio of securities is likely to be more volatile than its benchmark index across all investment timeframes.

The Model Portfolio profiles in the Investment Menu provide general guidance on the types of securities likely to be contained in each model.

## REGULATORY RISK

This is the risk that a government or regulator may affect the value of securities that a Model Portfolio invests in, by introducing regulatory or tax changes.

## MARKET RISK

Economic, technological, political or legislative conditions and even market sentiment can (and do) change and this can mean that changes in the value of investment markets can affect the value of the investments in a Model Portfolio.

## DERIVATIVE RISK

A range of financial derivatives, for example futures and options, may be used to implement investment decisions and to manage risk in a Model Portfolio. An investment in derivatives can cause a Model Portfolio to make gains or incur losses. Derivative transactions may also involve the risk (including credit risk) that the counterparty on a transaction will be unable to honour its financial obligation to the SMA.

## SCHEME RISK

There are risks particular to investing in the SMA including that the SMA could be terminated, fees and charges could change, we could be replaced as Responsible Entity, Model Portfolio Managers may be changed and Model Portfolios could be closed or change.

## OPERATIONAL RISKS

In addition to the normal risks of investing, investors in the SMA are subject to certain operational risks that are inherent in the administration of the SMA such as processing errors and systems or technology failure, which may affect the value of your Account. Praemium has policies in place for managing operational risks and their consequences. Under these policies, Praemium has the discretion whether or not to compensate investors for immaterial or negligible losses arising from processing errors or systems failures.

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# HOW THE SMA WORKS

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## HOW TO APPLY

To make an investment in the SMA and open your Account, you must complete the Application Form that accompanies this PDS. The deadline for receipt of an application request is 10.00am Eastern Standard Time (EST) on any Melbourne or Sydney Business Day for scanned or mailed Application Forms. Requests received after this time will be treated as received on the following Melbourne or Sydney Business Day.

### Minimum application amount

The current minimum investment amount for the SMA is \$5,000 unless otherwise agreed with InvestSMART.

Please note that an initial investment of some cash and/or securities is required before your Account becomes active.

### Initial investment

You may choose to have a combination of cash and securities for your initial investment, however until we receive all components of your initial investment your Account will not be activated (start trading).

### Cash applications

Application amounts must be transferred electronically into the SMA. If you elect to use the direct debit facility we will collect money from your nominated bank account, otherwise you must transfer contributions to your Account within the SMA electronically. If a direct debit is rejected we will try to contact your Nominated Representative and may wait up to two (2) Business Days to receive a response. If we do not receive a response, we will sell down your Account the next trading day and any loss will be your responsibility.

### Transferring securities

Any existing holdings of CHESS eligible Australian securities may be transferred into your Account (any securities being transferred into your Account must be in the same name that you are applying for an Account under). Eligible securities transferred into the SMA will be sold if they do not form part of the selected Model Portfolio(s). We wait for all securities and cash to clear before including your Account in the rebalance process.

Original documents will be forwarded to us by your Nominated Representative who will also complete the details of your Account. Your Account will only become active once details are completed and we have received your completed Application Form, together with your application amount and any securities you are transferring to your Account.

Until your Account becomes active any securities transferred will be held apart from the rebalance process, you will receive interest on cash balances held in this period but may also incur fees.

Once your Account is active, your investment amount will be applied to your selected Model Portfolio(s) at the next rebalancing opportunity after we receive your investment instructions – generally each Business Day.

### Making additional investments

Additional investments can be made at any time by electronic cash transfer, direct debits or by transferring eligible securities into the SMA. The additional investments will be invested in or applied to (if eligible securities) your selected Model Portfolio(s) at the next available date for investment. Note that while a security transfer is in process, your Account will not be included in the daily rebalance process.

### Regular Contribution Plans

You can make regular contributions to your investment, either by signing up to our Regular Contribution Plan (where we debit an agreed amount from your nominated bank account each month) or by making your own arrangements directly with your bank (where you instruct your bank to pay an agreed amount into your Account on a regular basis).

#### Option 1 – SMA Regular Contribution Plan

Under the Regular Contribution Plan we will withdraw a regular amount from your nominated bank on or about the 15th of each month. Once you make the initial election on the Application Form you need take no further action – we will arrange for the transfer of funds each month. Note that this direct debit facility is not available on all bank accounts, and that if you change your financial institution we require you to notify us of this change in writing. You can reduce, change or stop contributions at any time free of charge, however two days notice is required prior to a change being effected. The minimum Regular Contribution Plan investment is \$100 per month. If a direct debit is rejected for a particular month we will sell down your Account the next trading day and any loss will be your responsibility. We will also try to contact your Nominated Representative to notify them of the rejection. If a direct debit is rejected for two consecutive months, Praemium may cancel the direct debit and your Regular Contribution Plan will cease operating.

## HOW THE SMA WORKS CONTINUED

### Option 2 – Your Own Savings Plan

Alternatively you can make your own arrangements directly with your bank to periodically transfer an amount into your Account via BPAY®. There is no restriction on the amount, frequency or timing of these investments.

These payments should be made by electronic transfer to:



Billers Code: 347112  
Ref: Your BPAY Customer  
Reference No.\*

\*You will be advised of your Account number and BPAY Customer Reference Number when your Account has been opened.

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Irrespective of the arrangements the money transferred will be invested in your selected Model Portfolio(s) at the next available date for investment.

As a regular contributor you should keep the PDS together with any updated information for future reference. You can download a current copy of the PDS from the website at [www.investsmart.com.au](http://www.investsmart.com.au) at any time. We will also inform your Nominated Representative by e-mail each time a new PDS or Supplementary PDS is issued.

### Regular Withdrawal Plan

You can make regular withdrawals from your Account by signing up to our Regular Withdrawal Plan. Under the Regular Withdrawal Plan we will deposit a regular amount to your nominated bank account. You can start, change or stop withdrawals at any time free of charge, however 4 days notice is required. If a direct credit is rejected we will buy back your Account at the next trading day and any loss will be your responsibility. We will also try to contact your Nominated Representative to notify them of the rejection. If a direct credit is rejected for two consecutive payments, Praemium may cancel the direct credit and your Regular Withdrawal Plan will cease operating.

### Margin lending or investment lending

If you wish to apply using a lending arrangement, you must complete Part 5 of the Application Form which accompanies this PDS as well as any separate loan application forms. The terms and conditions of using lending to invest in the SMA are set out in Part 5 of the Application Form.

### Receiving income or dividends

Unless specified otherwise income or dividends received will form part of your cash holding within your Account. If you would like your dividends to be excluded from your cash holding and paid periodically into your nominated bank account please ask your financial adviser to select this option for you.

If a direct credit to your nominated bank account is rejected for a particular month, we will try to contact your Nominated Representative to notify them of the rejection. If a direct credit is rejected for two consecutive months, Praemium may cancel the direct credit and all future income and dividends received will form part of your cash holding within your Account.

A description of how cash is managed is set out under "Investments in the SMA".

### WITHDRAWING YOUR INVESTMENT

You will normally be able to request a withdrawal on any Business Day and requests will be complied with promptly, subject to any requirements of the law and as set out below.

Withdrawal instructions must be given to us online by your Nominated Representative, or delivered to us by your loan provider if you are using an investment or margin loan. Once you give a withdrawal instruction, you cannot revoke the instruction unless we give our approval. Withdrawals from the SMA can be made in cash (to your nominated bank account) or via a transfer of securities to your name, or a combination of cash and securities.

If a combination of cash and securities is selected, the transfer out of securities must be confirmed before the remaining securities are sold to generate the cash portion of the withdrawal.

If applicable, the minimum withdrawal amount and minimum balance requirements which apply to your Account are set out in the "Key features" table.

If a full withdrawal is requested, your investment in the SMA will be treated as being terminated and your Account will be closed.

### Transfer of securities

A withdrawal request for the transfer of securities must indicate the name and number of securities to be transferred and the account number into which they are to be transferred. Securities can only be transferred into the same name as your Account.

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## HOW THE SMA WORKS CONTINUED

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Please note that if you are withdrawing by way of a transfer of securities a written approval from your loan provider may also be required. Requests will generally be actioned on the Business Day following receipt of your request.

If following the transfer of securities, your Account no longer reflects your Model Portfolio(s) (for example, because you requested a transfer of one security only), we will need to rebalance your Account at the next Rebalancing Date. Unless the rebalancing can be effected in full under the netting process described under "Investments in the SMA", the rebalancing may result in brokerage being charged to your Account.

While a security transfer is in process, your Account will not be included in the daily rebalance.

If insufficient cash is available in your Account to pay the In-Specie Transfer Fee, securities may be sold.

### **Cash withdrawals**

Cash withdrawals will be paid into your nominated bank account in your name. Any instruction to vary this account must be in writing and signed by you and accepted by Praemium. We cannot accept these instructions from your Nominated Representative. The sale of securities in your Account will commence at the next Rebalancing Date following receipt of your withdrawal request. Generally, each Business Day is a Rebalancing Date.

Securities will be sold across your selected Model Portfolio(s) (if applicable). The value you will receive will be that at which the securities are sold net of all fees, charges and expenses including transaction costs such as brokerage. The sale of securities will generally be actioned on the Business Day following receipt of your request and the proceeds will generally be available within 24 hours of settlement of the sale of securities. While this is typically within 4 Business Days, this cannot be guaranteed as there may be delays depending on liquidity of assets, market and other factors beyond our control.

Unless specifically requested, the withdrawal amount will accumulate as part of your cash holding until the full amount is available for transfer into your nominated bank account.

### **Suspension of withdrawals**

In unusual circumstances outside our control such as the closure or disruption of a relevant security exchange, we may suspend withdrawals from investor Accounts for the period that these circumstances prevail.

### **YOUR NOMINATED REPRESENTATIVE**

When you invest in the SMA, you appoint InvestSMART as your Nominated Representative to provide instructions to us and to receive communications from us, on your behalf. By completing the Application Form you will be authorising us to take all instructions in relation to your Account from your Nominated Representative on your behalf. We will also send any communications relating to your Account to your Nominated Representative, who will be responsible for providing these communications to you.

Generally, all instructions to transact in the SMA must be made on your behalf by your Nominated Representative. However, your Nominated Representative is not able to change your bank account details for payment of any withdrawal proceeds. Refer to "Investor authorisations, acknowledgements & agreements" for details of this authorisation.

The majority of instructions will be given online by your Nominated Representative or alternatively in writing or by fax. Terms and conditions relating to fax and online instructions are set out under "Investor authorisations, acknowledgements & agreements".

### **INVESTMENTS IN THE SMA**

#### **What investments are available?**

The Model Portfolios that are currently available for investment in the SMA are described in the Investment Menu at [www.investsmart.com.au](http://www.investsmart.com.au). We may update this Investment Menu at our discretion. The information relating to each Model Portfolio includes:

- the Model Portfolio Manager;
- investment objective and strategy;
- asset allocation ranges and performance benchmarks; and
- fees applicable to the Model.

As certain information about the Model Portfolios may change you should check for updated information at our website: [www.investsmart.com.au](http://www.investsmart.com.au)

Our relationship with the Model Portfolio Managers is governed by a Model Portfolio Manager Deed. This sets out the agreed investment objectives, strategy and any investment restrictions applicable to each Model Portfolio. Each of the Models is managed by the relevant Model Portfolio Manager within these investment guidelines.

## HOW THE SMA WORKS CONTINUED

Any changes to a Model Portfolio are advised to us by the Model Portfolio Managers, and we then buy and sell securities to implement the changes across all Accounts that are based on the affected Model Portfolios.

We reserve the right to change Model Portfolio Managers, change the Model Portfolios offered, offer new Model Portfolios or cease to offer Model Portfolios. Where a Model Portfolio ceases to be offered we will give prior written notice to your Nominated Representative, who will be responsible for seeking alternative instructions from you.

We do not make any representation as to the return of capital or any particular return of income or other performance by the SMA or any Model Portfolio.

### How your investments are held

All assets held within the SMA, including those held in your Account, are held in our name as the Responsible Entity or by any custodian that we appoint. Each investor's cash, selected securities and any liabilities are segregated into a separate Account and held separately on trust for them. Records of individual security holdings by each investor are retained by us within the SMA.

### Labour standards, environmental, social and ethical considerations

Unless otherwise indicated in the Model Portfolio profiles in the Investment Menu, our Model Portfolio Managers may not take into account labour standards or social, environmental or ethical considerations in the context of making investment decisions.

### Selecting investments

The securities selected for your Account will be determined by the Model Portfolio(s) that you select. When selecting a Model Portfolio you should consider carefully the number of securities held as well as your investment amount, as this could impact on the ability of your Account to reflect the stated investment strategy of the Model.

Your initial application amount will be invested, and your Account established, in accordance with your selection of Model Portfolio(s). Generally, this will occur on the next day (after your Account becomes active)\* on which we buy and sell securities for the SMA, which will usually be each Business Day (Rebalancing Date).

Where you have selected a combination of Model Portfolios, your Account will be viewed and treated as a single Account of your consolidated holdings.

\* Your Account will only become active once details are completed and we have received your completed Application Form together with your application amount and any securities that you are transferring to your Account.

### Model Portfolio weightings – fixed or floating?

If you select more than one Model Portfolio you have the choice of applying the Model Portfolio weightings on a fixed or floating basis. If no selection is made, this will default to floating.

Applying your Model Portfolio weightings on a floating basis means that when your selected Model Portfolios perform differently from each other the relative proportion of your Account attributable to each Model Portfolio will move (float) away from the Model Portfolio weights that you originally selected.

For example, if you originally invested \$100,000, allocating 50% to Model Portfolio 1 and 50% to Model Portfolio 2, your Account would notionally be broken down as:

	Model 1	Model 2	Cash	Total
Weighting	49%	49%	2%	100%
Value	\$49,000	\$49,000	\$2,000	\$100,000

If after one day Model 1 had a performance of -5% and Model 2 had a performance of +5% and you chose to apply the Model weights on the above floating basis, your approximate Account breakdown would be:

	Model 1	Model 2	Cash	Total
Weighting	46.5%	51.5%	2%	100%
Value	\$46,550	\$51,450	\$2,000	\$100,000

All values are approximate and indicative only, displayed purely to illustrate the effect of the fixed or floating basis for applying Model Portfolio weightings. It should not be inferred from this example that either basis is preferred or will result in higher value added.

Applying the Model Portfolio weights on a floating basis means that we will not act to adjust the relative values of the Model Portfolios – they will continue to move independently from each other according to each Model's relative performance.



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## HOW THE SMA WORKS CONTINUED

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If you choose to fix the weightings at every rebalance, the proportion of your Account attributable to each Model Portfolio will remain the same as the Model Portfolio weights that you originally selected. In the above example, this would involve selling down \$2,450 of securities from Model Portfolio 2 to apply to securities in Model Portfolio 1, restoring each to equal weightings.

You should be aware that choosing the fixed basis may mean that securities attributable to a highly-performing Model Portfolio are sold in order to purchase additional securities attributable to a Model Portfolio with lower performance.

You may change the basis at any time. If you have elected to use the floating basis you may reset your Model Portfolio weightings to your selected fixed percentages at any time, and then revert to a floating basis again.

Additional contributions and withdrawals are allocated to align with your current Model Portfolio weights. For fixed weightings this will be your nominated weighting, for floating weightings this will be the weights implied by your current Model Portfolio balances.

If no selection is made, this will default to floating.

### **Switching Model Portfolios**

You can switch between Model Portfolios, or alter the combination of Model Portfolios on which your Account was constructed, at any time. Your instruction to switch between, or alter, Model Portfolios will generally be acted upon during the next Rebalancing Date following receipt of such instructions from your Nominated Representative. Refer to the "Investment process and rebalancing" section.

### **Maintaining a Minimum Cash Holding**

In order to ensure there is sufficient cash to pay fees and satisfy charges in connection with the settlement of trades that are carried out in respect of your Account, you must maintain a minimum amount of cash in the SMA. This is in addition to any cash that a Model Portfolio may require to be maintained in your Account. The minimum cash amount is calculated as a percentage of your Account and is set out in the table under "Key features".

If at any time the cash in your Account falls below the required minimum, we may sell some of the securities in your Account to bring your cash back up to the required minimum level. Please refer to the section "Going above or below the Minimum Cash Holding".

The cash will be held in a bank account or invested in a cash fund selected by us. Any interest or income earned on any cash that is held in respect of your Account will be credited to your Account as and when it is received by us. If your Account has a negative cash holding (i.e. your cash holding is overdrawn as a result of trades carried out for your Account), your Account will be charged interest on the negative cash holding.

### **Going above or below the Minimum Cash Holding**

Where cash in excess of the Minimum Cash Holding accumulates, (for example from the receipt of income or dividends) it will be invested on the next Rebalancing Date (generally the next Business Day) subject to minimum trade sizes being achieved. To the extent practicable the funds will be invested in proportion to your current Model Portfolio(s) weights.

If the cash holding in your Account falls below the minimum required, additional securities will be sold (or purchases reduced) pro-rata across your Account. Any such transactions will not change the relative weightings of the Model Portfolios that your Account was constructed on, but will reduce the overall amount allocated to each Model.

Alternatively, you can elect to top-up your cash holding from your nominated bank account, as outlined under "Making additional investments".

### **Fees attributable to your Minimum Cash Holding**

The minimum cash holding held in your Account will be subject to the Administration Fee and any cash held in accordance with a Model Portfolio will be subject to the Administration Fee, the Investment Fee and Performance Fee applicable to that Model Portfolio. See "Fees and other costs" for details of applicable fees.

### **Investment process and rebalancing**

Rebalancing within the SMA is an automatic process whereby Model Portfolios are compared against investors' Accounts.

The rebalancing process within the SMA will be undertaken on each Rebalancing Date, generally each Business Day. However, your Account will only be affected in the following circumstances:

- a Model Portfolio Manager advises us of a change to Model Portfolio comprising your Account;
- you make an investment in or withdraw cash and/or securities from your Account;
- you switch Model Portfolios or make other alterations to your Account;

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## HOW THE SMA WORKS CONTINUED

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- as a result of market movements, for those investors who have chosen to fix their Model weights; and
- where your cash holding has moved away from the minimum required as a result of income received or fees paid.

The Model Portfolio Managers generally review their Models each Business Day and may advise us of changes to their Model Portfolios at any time.

A cash holding of 2% of your total investment will be retained. Interest is paid on any cash that is retained in your Account. From time to time, subject to the minimum trade size, your Account may be rebalanced to reflect the changing values of the securities you own, or to retain your 2% cash holding. This will be undertaken automatically through the buying or selling of securities within your Account.

### **Dealing in securities**

Dealing in securities for the SMA will be undertaken by us on the advice of the relevant Model Portfolio Managers. Dealing will occur on an aggregate basis across all Model Portfolios within the SMA to take advantage of scale and netting opportunities. All securities will be allocated to the relevant Accounts on a pro rata basis.

In order to minimise the amount of brokerage paid, we will generally use a single execution only broker. However, we may use other brokers if market conditions and security-specific factors warrant it, and may change brokers at any time.

### **Netting**

The SMA seeks to minimise brokerage costs by eliminating unnecessary trading; this process, known as netting, works to offset buy and sell trades in a security so that only the net position is traded.

If applicable the netting of transactions occurs first within each investor's Account. For example, if you invest in accordance with two Model Portfolios each holding ABC Company securities, and one Model is reducing their holding and the other is increasing their holding, this will not result in a transaction within your Account by the amount of the overlap. After this netting process has been applied within your Account, it will then be applied across all Accounts within the SMA.

If there is an exact netting of transactions within the SMA, the netted transactions are priced at ASX closing price. Other transactions are priced as traded. The value of the trades are averaged and attributed to all investors where trades were generated. Brokerage is applied on a pro rata basis to affected Accounts.

### **Trades outside of the normal rebalance process**

In the normal course of events trading for an individual security is aggregated across Accounts and transacted as a single net trade. However, from time to time, individual Model Portfolio Managers may trade directly in securities held in their Model Portfolios.

These trades may attract differing rates of commissions and charges. These Model Portfolio Manager initiated trades may result in multiple trades in the same security on the same day – as the Model Portfolio Managers would not be aware of other trades within the SMA.

### **Minimum trade size**

A minimum trade size is applied per security, per trade. The default minimum trade size is 0.20% of your Account value per security, per trade for Accounts under \$75,000, and \$150 per security, per trade for Accounts valued at \$75,000 and above.

A minimum trade size per security will generally ensure that trades (buys or sells) of a value less than the nominated amount will not be executed. A minimum trade size may also result in the performance of your Account deviating from the performance of the Model Portfolio(s).

### **Corporate actions**

As the Responsible Entity for the SMA, Praemium will receive communications relating to corporate actions affecting the securities held in your Account. For example, the issuers of the securities will send any notices of meetings relating to the securities, and any offers of dividend or distribution reinvestment plans, to our Custodian.

In dealing with corporate actions, we will act in the best interests of investors in the SMA as a whole, but will generally not be obliged to act on any individual investor's directions.

Our policy regarding corporate actions affecting securities held in the SMA is that generally:

- we will elect to receive dividends and distributions in cash, which will be credited to your cash holdings within your Account;

- 
- we will generally adopt a neutral position and not vote at meetings of holders of securities, although we may exercise our discretion and vote depending on the particular circumstances; and
  - we will deal with other corporate actions using our discretion.

In certain limited circumstances, entitlement to corporate actions may be subject to externally imposed limits or caps which may result in your entitlement to participate in the corporate action through your SMA holding being less than an entitlement of an individual investor holding the same number of securities directly.

# 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 fund 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](http://www.moneysmart.gov.au)) has a managed investment fee calculator to help you check out different fee options.

This PDS shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from returns on your investment or from the SMA assets as a whole. Information about taxes is set out under "Tax features".

You should read all the information about fees and costs because it is important to understand their impact on your investment. Fees and costs that relate to particular investment options are set out in each Model Portfolio Profile in the Investment Menu. All fees are in Australian dollars and are inclusive of Goods and Services Tax (GST) and net of any reduced input tax credit.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
<b>Fees when your money moves in or out of the Fund</b>		
<b>Establishment Fee.</b> The fee to open your investment.	Nil	Not applicable.
<b>Contribution Fee.</b> The fee on each cash amount contributed to your investment.	Nil	Not applicable.
<b>Withdrawal Fee.</b> The fee on each amount you take out of your investment.	Nil	Not applicable. However, the In-Specie Transfer Fee may apply.
<b>Termination Fee.</b> The fee to close your investment.	Nil <sup>1</sup>	Not applicable. However, the In-Specie Transfer Fee may apply.
<b>Management costs. The fees and costs for managing and administering your investment</b>		
<b>Investment Fee.</b> <sup>2</sup> The fee for investing in a Model Portfolio.	Each Model Portfolio has its own fee structure. Please refer to the Model Portfolio profiles in the Investment Menu.	The Investment Fee, if applicable, is calculated monthly in arrears based on the daily value of your Account and the particular Model Portfolio(s) selected. It is deducted directly from your Account.
<b>Service Fees</b> <sup>3</sup>		
<b>In-Specie Transfer Fee.</b> The fee for the transfer of securities out of your Account.	\$29.00 per stock line transferred out. Nil for transfers in.	The In-Specie Transfer Fee will be deducted from your Account at the time of transfer.

1. No Termination Fee is payable, however any Management Costs and Service Fees accrued but not yet paid would be deducted from your Account prior to the cash and securities in your Account being transferred out.
2. Refer to "Investment Fee" in the "Additional explanation of fees and costs" section in for further details on the calculation of Investment Fees.
3. Refer to the "Additional explanation of fees and costs" section for further details.

# FEES AND OTHER COSTS CONTINUED

## ADDITIONAL EXPLANATION OF FEES AND COSTS

### Management Costs

Management Costs are those fees and costs incurred by Praemium in managing your investments. Management Costs represent both direct and indirect costs.

For the purposes of this PDS, the direct Management Costs are set out in the 'Fees and other costs' section. Indirect costs include costs which Praemium ought reasonably to be aware or may reasonably estimate as reducing the return on your investment other than fees charged directly on your investment in interposed vehicles. Indirect costs generally attract most non-fee costs, but do not include the buy-sell spread or other costs associated with the acquisition or disposal of over-the-counter derivatives, used primarily for hedging. Indirect costs exclude amounts directly charged to members as fees.

Praemium is not aware, nor does it reasonably estimate there to be any indirect costs which should be deducted from your money, from returns on your investment or from the SMA assets as a whole.

Each Model Portfolio has its own separate fee structure, as agreed with the Model Portfolio's Manager. These fees are charged on the percentage of your Account that is linked to the Model Portfolio, and are calculated based on the daily value of your Account. This fee is paid to the Model Portfolio Manager for managing the relevant Model Portfolio and the Responsible Entity, Praemium, for administering the SMA.

The portion of this fee that is paid to the Responsible Entity is as follows:

Up to \$250,000	0.37% p.a.
\$250,001 - \$500,000	0.29% p.a.
\$500,001 - \$1,000,000	0.24% p.a.
\$1,000,001 - \$2,000,000	0.19% p.a.
More than \$2,000,000	0.07% p.a.

Full details of the fees applicable to each Model Portfolio can be found in the Model Portfolio profile in the Investment Menu.

### Investment Fee

The Investment Fee represents the base fee component of the Model Portfolio Manager's fee. This fee is charged on the value of your Account applied to the particular Model Portfolio, and is not linked to performance of the Model Portfolio.

### Establishment Fee

An Establishment Fee may be payable on the amount invested in the SMA.

The Establishment Fee is currently nil.

### Contribution Fee

A Contribution Fee may be payable on each cash amount invested in the SMA.

The Contribution Fee is currently nil.

### Withdrawal Fee

A Withdrawal Fee may be payable on amounts withdrawn from the SMA.

The Withdrawal Fee is currently nil. However, the In-Specie Transfer Fee may apply where securities are transferred out of your Account.

### Termination Fee

A Termination Fee may be payable on an amount withdrawn from the SMA when you close your investment.

The Termination Fee is currently nil. However, the In-Specie Transfer Fee may apply where securities are transferred out of your Account.

### In-Specie Transfer Fee

This is the amount that we deduct from your Account each time you transfer securities out of your Account. No fee is payable when securities are transferred into your Account.

### Underlying Management Costs

The Exchange Traded Funds (ETFs) into which certain Models may invest may have their own Management Costs, which are disclosed in their individual disclosure documents. These costs are paid out of the individual underlying ETF to the manager of the ETF.

The Managed Funds into which Models may invest may have their own Management Costs, which are disclosed in their individual disclosure documents. These costs are paid out of the individual underlying Managed Fund to the manager of the Managed Fund.

### Taxes

We may charge taxes to your Account. Refer to "Tax features" for further information.

## FEES AND OTHER COSTS CONTINUED

### TRANSACTIONAL AND OPERATIONAL COSTS

Transaction costs cover our costs of buying and selling securities in your Account, primarily brokerage but may include Government taxes, bank charges and stamp duty (if any). These costs are incurred when transactions are effected. Where transaction costs such as brokerage, Government taxes, bank charges and stamp duty are incurred in relation to more than one investor Account, they will be allocated pro rata across all affected investor Accounts. The SMA is expecting to take advantage of wholesale brokerage rates of around 0.05% plus GST.

Where for operational reasons there is insufficient cash for the settlement of a trade within the SMA, an overdraft facility is available for which interest and other expenses may be charged. Interest expenses will be allocated on a pro-rata basis across all investor Accounts with a negative cash holding. This is intended as a short term arrangement only.

A Model Portfolio Manager may elect to trade some or all of their securities outside the regular trading process. These trades will not be able to be netted and may attract varying amounts of brokerage, which will be deducted as an expense from the cash holding of your Account.

In addition, a Settlement Fee of \$0.33 per securities transaction will be deducted from the cash holding of your Account for each securities transaction within your Account. For managed fund trading, a transaction charge of \$27.50 will be split across all Accounts trading in managed funds on that day. If your Account is the only Account trading a managed fund that day your maximum charge would be \$27.50.

### Expense recoveries

We are entitled to be reimbursed from the SMA for all expenses which we properly incur or become liable for in connection with administering the SMA including audit, legal and tax consulting fees and custody fees. In addition, any compliance committee costs, expenses and liabilities can be paid or reimbursed from the SMA.

We may be entitled to input tax credits for certain costs or expenses that we incur in our capacity as Responsible Entity of the SMA. If any claim for input tax credits results in us, in our capacity as Responsible Entity, receiving a payment from the Australian Taxation Office (ATO), the amount of the ATO payment will be applied towards costs and expenses that we may incur in our capacity as Responsible Entity (and which we are otherwise entitled to deduct from investors Accounts).

To the extent that the costs, expenses and charges are attributable to a particular investor then they are deducted from that investor's Account. Otherwise, these amounts are allocated equitably amongst all SMA investors as we determine.

Unless we determine otherwise, costs, expenses and charges are allocated to SMA investors in proportion to their Account value expressed as a percentage of the total value of investors' Accounts with the resultant cost debited from your Account. We can also invoice you for the amount, or any part of the amount, allocated to you and this is a debt due to us notwithstanding that there may be insufficient funds in your Account to pay the debt.

You also indemnify us against any liability we may incur as a consequence of acting on your instructions.

DOLLAR FEE EXAMPLE	
Balance	Management Costs – InvestSMART Balanced Model
\$50,000	\$485
\$100,000	\$970
\$1,000,000	\$8,850

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## FEES AND OTHER COSTS CONTINUED

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Unless we advise otherwise, all expenses not attributable to a particular investor, other than abnormal expenses, will be paid by the Responsible Entity from the Administration Fees that it receives from the SMA.

Abnormal expenses are expenses we are entitled to deduct from your Account but they are not generally incurred during the day to day operations of the SMA and are not necessarily incurred in any given year. They are due to abnormal events such as the cost of running a meeting of the SMA or legal costs incurred by changes in the SMA constitution or defending legal proceedings. We will continue to seek reimbursement from your Account in relation to those expenses should they arise.

### **CAN FEES AND CHARGES CHANGE?**

Yes, all fees and charges can change. They may vary over time as a result of changes to the product, the Constitution of the SMA, changing economic conditions and changes in regulations.

The Constitution sets the range of fees we are entitled to charge and the maximum level of those fees.

These are (inclusive of GST)

Administration costs: up to 3.3% p.a.

#### *Investment costs*

Management Fee: up to 3.3% p.a.

Performance Fee: up to 55% of  
out-performance  
of a benchmark

The fees applicable to your investment are set out in the table under "Fees and other costs" and although we have the power to change our fee structure, we have no present intention to do so.

We will, however, provide a minimum of 30 days notice to your Nominated Representative if any existing fees are to be increased.

We are unable to charge more than the Constitution permits (to change the Constitution in this way, we would usually need to have investors' approval). Full details are set out under "Constitution".

### **Differential Fees**

In accordance with the Corporations Act, we may individually negotiate fees with investors classed as "wholesale" or "professional" investors.

We may also offer reduced fees to employees of the Responsible Entity and its related bodies corporate or come to different fee arrangements with different classes of interests. The constitution allows for more than one class of interest to be issued and there are currently a number of classes on issue. For more information, please speak to your financial adviser or contact the Responsible Entity.

We cannot enter into individual fee arrangements with other investors unless otherwise permitted by law.

## FEES AND OTHER COSTS CONTINUED

### EXAMPLE OF ANNUAL FEES AND COSTS FOR THE SMA

The table below gives an example of how the fees and costs in the SMA can affect your investment over a one year period. You should use this table to compare this product with other products.

EXAMPLE – INVESTSMART BALANCED MODEL PORTFOLIO		BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING THE YEAR
Contribution Fees	0%	For every additional \$5,000 you put in, you will be charged \$0
PLUS Management Costs	0.97% p.a.	<b>AND</b> , if you have a balance of \$50,000 in the SMA you will be charged Management Costs of \$485 each year
EQUALS Cost of the SMA		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 you would be charged fees of \$485. <b>What it costs you will depend on the investment option you chose.<sup>1</sup></b>

1. Additional fees may apply.

Please note that this is an example. In practice the actual investment balance of an investor will vary and the actual fees and expenses we charge are based on the value of your Account which also fluctuates.



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# INVESTOR REPORTING

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## ONLINE REPORTING

All investor reporting is available online from the investor website.

Once your Account has been set up, your Nominated Representative will provide you with a link to the investor website. By applying for an Account you agree to obtain reports electronically. Once your Account is activated, you will be able to access your Account information and view your Account valuations online.

During periods where the website is unavailable for any reason, you may obtain the information by contacting InvestSMART.

### Account information available includes:

- daily valuations of your Account
- cash account transactions
- security purchases and sales
- distribution and dividend details
- brokerage paid
- fees and other charges deducted

Please note, in some circumstances, such as when sensitive trading is being conducted in respect of your selected Model Portfolio(s), your exact security holdings will not be available for the period of the trading or longer at the discretion of the Model Portfolio Manager.

## CONFIRMATIONS OF TRANSACTIONS

By completing the Application Form, you agree that confirmation of transactions involving your Account will be provided to you by means of your Account which you access online using your password.

Your Account will indicate the date and details, including the amount paid for the securities and any associated fees and charges, of each transaction made in respect of your Account.

## VALUING YOUR ACCOUNT

Updated valuations of your Account will generally be available each Business Day. ASX listed securities will be priced at previous close of market prices. Other assets will generally be valued at the bid price for the relevant asset. Upon their disposal, such assets will be realised at the actual sell price for those assets, and accordingly, the realisation proceeds may be less than the value recorded in your Account for those assets.

## TAX REPORTING

Tax reports are available online at any time to assist you with your tax planning or in the preparation of your tax return.

## PERFORMANCE REPORTING\*

Daily performance reporting of your entire Account is available online.

\*Performance reporting is not always up to date on the website and tax reports may not be correct until after the end of financial year as some securities may not provide final positions until quite late.

## SEPARATELY MANAGED ACCOUNTS FINANCIAL INFORMATION

A copy of the Annual Financial Report for the Separately Managed Accounts will generally be available by the end of September each year and published on the website. This report will provide consolidated information on the overall financial position of the Separately Managed Accounts and will not contain any information particular to an individual investor's Account. We will send you a copy of the Annual Financial Report to your email or other notified electronic address if you have elected to receive it on your Application Form.

## RESPONSIBLE ENTITY REPORTING REQUIREMENTS

The Separately Managed Accounts is a disclosing entity as defined under the Corporations Act. As a disclosing entity, the Separately Managed Accounts is subject to additional regular reporting and disclosure obligations. Any continuous disclosure notices required pursuant to the Corporations Act will be available at [www.praemium.com.au](http://www.praemium.com.au).

You have a right to request us to provide to you free of charge, the half yearly condensed financial report, the audited annual financial report and any continuous disclosure notices.

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# TAX FEATURES

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**Investing, and dealing with investments, often has tax implications which can be complex, and which are invariably particular to your circumstances. The tax information set out below is a broad overview of the possible Australian income tax consequences for Australian Residents who invest through the SMA. As the taxation consequences of investing differ between investors, it is important that you seek your own professional advice before you make investment decisions.**

## TAXATION OF THE SMA

The SMA is not taxed since all investments are beneficially held by investors directly in their separate Accounts. You have a vested and indefeasible interest in your assets held through the SMA. All income and gains on the securities and other assets in your Account accrue directly to you.

## TAX ON INCOME

Depending on the types of investments made, your Account can derive income in the form of dividends, interest, gains on the disposal of investments and other types of income. Generally speaking such income is taxable, but tax credits (for example, franking credits or foreign income tax offsets) may be available to offset part or all of any resulting tax liability.

If you receive franking credits your entitlement to use those credits to offset tax or obtain a refund of tax may be affected by your holding of the underlying securities which resulted in the credits. Generally speaking you must hold the relevant securities at risk for more than 45 days (90 days for preference shares) to be entitled to the credit. Please see your tax adviser for further information, as some exceptions do apply. Tax reporting available online includes an estimate of the available tax credits in relation to your Account.

## TAX ON CAPITAL GAINS

The disposal of investments in your Account may result in a taxable gain or loss under the capital gains tax provisions of the Income Tax Assessment Act. These disposals may be triggered by the investment decisions of a Model Portfolio Manager or by you in the case of a withdrawal, or switching (transferring) between Model Portfolios (if available).

A feature of the SMA is that when you choose to move between Model Portfolios, your securities move with you to the extent that there is commonality between the Models.

This means that, where a security is held in both your old and new Model Portfolio, there will be no sale or disposal of the security in your Account for capital gains tax purposes, to the extent that the holdings offset each other.

Capital gains will be calculated based on the nominal gain on disposal of investments. Where the asset disposed of was held for 12 months or more, eligible investors may be able to claim concessional tax treatment.

Should a disposal result in a capital loss, the loss may be able to be offset against capital gains arising in that or subsequent years, but is not permitted to be offset against other income. This includes gains or losses realised outside the SMA; gains and losses are consolidated based on your overall tax position and are not isolated to or quarantined to your Account.

In some cases, (e.g. you are in the business of trading in securities) gains and losses on the disposal of some investments may be taxed on revenue account and not be subject to the capital gains tax rules. You should consult your tax adviser in this regard.

## FOREIGN INVESTMENTS

Foreign income (e.g. foreign dividends) may be subject to withholding tax in the country from which the income is derived. Generally speaking, this income will be taxable in Australia with foreign income tax offset available for the foreign withholding tax paid.

## TAXATION REFORM

The Federal Government can change taxation laws at any time. This could result in change to the taxation treatment of your investment. We strongly recommend that investors monitor reforms closely and seek their own independent professional advice on the potential application of those reforms to their specific circumstances.

## PROVIDING YOUR TAX FILE NUMBER

The Application Form attached to this PDS includes provision to quote your Tax File Number (TFN), Australian Business Number (ABN) or exemption. As outlined there, you may choose not to do so, however if you do not quote your TFN, ABN or exemption we will be obliged to deduct tax at the highest marginal rate plus the Medicare Levy on your behalf.

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## TAX FEATURES CONTINUED

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### **GOODS AND SERVICES TAX**

GST will be charged on or incorporated in various expenses paid by the SMA including the fees charged for managing the Model Portfolios and administering the SMA.

**All fees in this PDS are quoted inclusive of GST and net of reduced input tax credits.**

### **TAX REPORTING**

Tax reports are available online at any time to assist you with your tax planning or in the preparation of your tax return.

# GENERAL INFORMATION

The SMA Constitution and the Corporations Act govern an investor's rights. Under the SMA Constitution, an investor has the beneficial interest in the assets held in that investor's Account.

The legal interest is held by us or any custodian that we appoint. The table summarises the differences between an investor's rights as an investor in the SMA and their rights if they were to invest directly in the securities.

## COOLING OFF RIGHTS

You have a 14 day cooling off period in which to decide if the investment is right for you. The 14 day period commences from the earlier of the time your investment is confirmed by us and the 5th Business Day after your Account is activated.

Your refund will be paid by either an in specie transfer of securities or cash following the sale of securities (at your request) commencing at the next Rebalance Date following receipt of your instructions to exercise your cooling off right.

Irrespective of whether you choose to be paid in cash or by having the individual securities returned to you, the value of your investment is likely to have changed over the period due to market movements. For this reason, depending upon the circumstances, the amount returned to you may be greater or less than the amount you initially invested.

## THE RESPONSIBLE ENTITY'S LEGAL RELATIONSHIP WITH YOU

Praemium is the Responsible Entity of the SMA. Praemium holds AFSL No. 297956 which authorises it to operate the SMA.

We can retire as Responsible Entity on 30 days notice or we can be removed in accordance with the Corporations Act.

## CONSTITUTION

Our responsibilities and obligations as the Responsible Entity of the SMA are governed by the Constitution for the SMA, as well as the Corporations Act and general trust law.

The Constitution contains a number of provisions relating to the rights, terms, conditions and obligations imposed on both investors and us. Your Nominated Representative will be able to obtain a copy of the Constitution for you from us free of charge on request.

INVESTING THROUGH SMA	INVESTING DIRECTLY IN THE SECURITY
<p>The investor is the beneficial owner of the investments but they are registered in our name or any custodian that we appoint. Consequently, the investor does not automatically:</p> <ul style="list-style-type: none"> <li>• receive notices from the issuer of the underlying investments; or</li> <li>• have voting rights in relation to the underlying investments.</li> </ul>	<p>The investor receives notices about the securities, including notices of meetings and annual reports and retains full discretion to exercise voting rights.</p>
<p>The investor has online access to a single report consolidating the relevant information regarding the performance of underlying investments.</p>	<p>The investor receives reports and accounts from the issuer of each security, not a single consolidated report.</p>
<p>The timing of payments, rate of return (due to fees or taxes payable), timing of distributions and price of investments may differ from those available to direct investors.</p>	<p>The investor receives direct payment, rate of return and pricing of investments.</p>
<p>The time to acquire or withdraw from an underlying investment may be delayed by SMA administrative requirements.</p>	<p>Investment and withdrawal are made in accordance with the parameters of the particular investments.</p>
<p>A corporate action may impose a limit or cap on the number of entitlements per holding, which may result in an investor receiving fewer securities or a lesser entitlement than a direct investor.</p>	<p>The investor's entitlement under a corporate action is determined by their individual holding and is not affected by the holdings of others.</p>
<p>Generally, investors holding securities through the SMA will not be able to access shareholder discount cards and other similar schemes.</p>	<p>The investor has full access to any shareholder discount schemes.</p>

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## GENERAL INFORMATION CONTINUED

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The Constitution contains a provision that investors and all persons claiming through them are bound by the terms of the Constitution.

The main provisions which relate to your rights under the Constitution include:

- your absolute entitlement to the assets and cash credited to your Account;
- your right to withdraw from the SMA and what you are entitled to receive when you withdraw or if the SMA is wound up;
- your rights to attend and vote at meetings of the SMA – these mainly reflect the requirements of the Corporations Act which also deals with investor rights to requisition or call a meeting; and resolutions passed by a requisite majority at a meeting of investors are binding on all investors; and
- your ability to transfer or register security interests (where accepted by us) over your Account.

There are also provisions governing our powers and duties, some of which are discussed elsewhere in this PDS.

Others include:

- when we can terminate the SMA and what happens if we do. The SMA will terminate 80 years less one day after it was established unless terminated earlier. We can terminate the SMA by giving the required notice, and if we do, you share pro rata in the net proceeds from us selling the investments;
- our right to be paid by, or receive a benefit from, an incoming Responsible Entity, and not be required to account to investors for such payment or benefit;
- when we can amend the Constitution. Generally we can only amend the Constitution where we reasonably believe that the changes will not adversely affect your rights as an investor. Otherwise the Constitution can only be amended if approved by special resolution at a meeting of investors;
- our right to refuse to accept application for interests without giving any reason;
- our right to determine minimum application, withdrawal and holding amounts and powers in support of these minimums;
- our ability to terminate your participation in the SMA on 14 days notice or if you breach any terms and conditions of the SMA Constitution or your Account;
- our right to deduct amounts you owe us from withdrawal proceeds; and
- our broad powers including to act on properly authorised instructions, invest, and generally manage the SMA.

In particular, your Account will be credited with:

- all monies you pay into the SMA;
- all other monies and assets that we receive from you or on your behalf;
- any investments acquired on your behalf; and
- such other amounts and assets that we determine to be appropriate to credit to the Account.

Your Account will be debited with:

- all monies paid out to you or your Nominated Representative;
- any monies required to settle a securities transaction for you;
- any monies required for the payment of fees, charges, expenses and taxes associated with your Account or instructions;
- any assets disposed of on your behalf; and
- such other amounts as we determine to be appropriate to debit to the Account.

In some circumstances we need not act on your instructions (such as where your Account does not include sufficient funds or where it is impractical or impossible to do so – for instance when markets are closed or disrupted).

The Constitution provides that the liability of each investor is limited to its investment in the SMA. An investor is not required to indemnify us or our creditors in respect of the SMA. However, no complete assurance can be given in this regard as the ultimate liability of a member has not been finally determined by the courts.

All liabilities, which in our opinion are attributable to a particular investor or investor's Account, are to be satisfied either or both:

- from that investor's Account; and/or
- by you upon receipt of an invoice from Praemium.

No limitation of liability applies for such liabilities.

The Constitution also deals with our liabilities in relation to the SMA and when they can be reimbursed to us out of the SMA's assets, for example, subject to the Corporations Act:

- we are not liable for acting in reliance and in good faith on professional advice;
- we are not liable to investors for any loss provided we did not act negligently or we believed we acted in good faith in accordance with the law and the Constitution; and
- we can be reimbursed for all liabilities we incur in connection with the proper performance of our duties in respect of the SMA.

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## GENERAL INFORMATION CONTINUED

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A copy of our documented policy in relation to the exercise of discretions in determining the value of interests in the SMA is available from us at no charge.

### COMPLIANCE PLAN

We have lodged a Compliance Plan for the SMA with ASIC. The Compliance Plan sets out the measures we will take to ensure we comply with the Corporations Act and the Constitution for the SMA.

To oversee compliance with the Compliance Plan, we have established a Compliance Committee. The Compliance Committee is required to report breaches of the Constitution and the Corporations Act to the directors of the Responsible Entity and in some circumstances to ASIC.

### AUDITOR

The current auditor of the Separately Managed Accounts is Deloitte Touche Tohmatsu of 550 Bourke, Melbourne VIC 3000.

### CUSTODY

We have appointed HSBC Bank Australia Limited (HSBC) as the custodian of the SMA. Whilst HSBC holds the legal title to assets and investments, investors retain the underlying beneficial interest. HSBC does not perform any supervisory role and is required to act in accordance with proper instructions received from us, for example, effecting settlements on behalf of the SMA.

As a custodian, HSBC is required to meet prescribed regulatory and financial requirements. We may change the custodian at our discretion from time to time.

### ENQUIRIES AND COMPLAINTS

If you have a query or complaint, please contact your Nominated Representative who may be able to deal with this in the first instance on your behalf.

If you have a complaint that is not resolved by your Nominated Representative, you can either call Praemium on (03) 8622 1222 or write to our Complaints Handling Officer at Praemium, Level 3, 50 Queen Street, Melbourne Vic 3000; or send it by email to [complaints@praemium.com.au](mailto:complaints@praemium.com.au). Please provide us with all information relevant to the complaint that is in your possession or control. We will acknowledge receipt of the complaint as soon as practicable within two working days of its receipt.

We will deal with any complaint and respond to you as soon as practicable and may ask you for further information that we think is necessary to enable us to properly consider the complaint. If we cannot resolve the matter within 45 days of receiving your complaint we will provide a written explanation to explain our assessment.

If your complaint is not dealt with to your satisfaction within this timeframe, you may refer your complaint to the Financial Ombudsman Service ("FOS") of which we are a member and which is an independent entity at no cost.

The FOS contact details are:

Mail: GPO Box 3, Melbourne, Victoria, 3001

Telephone: 1800 367 287

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

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## GENERAL INFORMATION CONTINUED

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### PRIVACY

The information requested on the Application Form is used by us for the primary purpose of establishing and administering your Account. We may be unable to process your Application and provide you with the requested investment without this information.

Our Privacy Policy detailing our handling of personal information is available upon request. You may request access to the information held by us about you and your investment, and we ask that you advise us of any changes to such information you may have provided.

We may disclose your information (or parts thereof) to external parties who act on our behalf in the operation of our business from time to time. We may also disclose your information to external parties on your behalf, such as your Nominated Representative. Where reasonably possible we will not retain personal information received via unsolicited third parties which is not relevant to the operation of our business.

We may use your information on occasion, to advise you about other services or products offered by us or by Praemium Limited and its related bodies corporate, but you may elect to stop receiving such information by giving us notice to that effect at any time by contacting support@praemium.com.au.

Please note, that in accordance with the requirements of the Anti-Money Laundering and Counter Terrorism Financing Act, we may be requested to disclose your personal information to the Australian Transaction Reports and Analysis Centre (AUSTRAC).

We currently don't send personal information overseas; however, if we were to in the future it would only be with data centres in countries where their privacy standards are equivalent or better than the standards in Australia.

You may contact our Privacy Officer on (03) 8622 1222 if you wish to update or request access to your information or if you have any queries regarding our Privacy Policy.

### ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

We are required to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 ('the AML legislation'). The AML legislation requires us to (amongst other requirements) verify the identity of investors making applications into the SMA.

We cannot accept an application to invest in the SMA until satisfied that the identity of the investor has been verified in accordance with the AML legislation. The processing of applications may be delayed until the requested information is received in a satisfactory form and the identity of the investor is verified.

By completing the Application Form or any AML forms requested by Praemium during the application process, you agree that:

- you do not make an application for investment in the SMA under an assumed name;
- any money used by you to invest in the SMA is not derived from or related to any criminal activities;
- any proceeds of your investment will not be used in relation to any criminal activities;
- upon request, you will provide us with additional information we reasonably require for the purpose of AML Legislation; and
- we may obtain information about you or any beneficial owner of an investment from third parties if we believe this is necessary to comply with AML Legislation

In order to comply with AML Legislation, Praemium may be required to take action, including:

- delaying or refusing the processing of any application or redemption; or
- disclosing information that we hold about you or any beneficial owner of investments to our related bodies corporate or relevant regulators of AML Legislation; or
- request additional identification/verification documentation or other information from an investor or their Nominated Representative to verify the investor's identity or comply with the AML legislation. Where documentation provided is not in English, an English translation must be provided by an accredited translator (who is accredited by the National Accreditation Authority for Translators and Interpreters Ltd at the level of Professional Translator or above).

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## GENERAL INFORMATION CONTINUED

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### **Investor identification requirements**

We intend to rely on your Nominated Representative to verify the identity of their investors in accordance with the AML legislation. Part 7 of the Application Form (Nominated Representative) requires your Nominated Representative to confirm that they have verified the identity of the investor and agree that Praemium may access any document that has been used by the Nominated Representative to verify their identity.

Unless requested, we do not require original documents or certified copies used by the Nominated Representative to verify the identity of the investor. Where document(s) verifying the investor's identity are provided to us by the Nominated Representative, Praemium will still (as permitted under the AML legislation) be relying on the Nominated Representative to verify the identity of the investor.

### **Appointed representatives**

Praemium is required to verify the identity of legal representatives and agents appointed to act on behalf of an investor. We cannot proceed to act on the instructions of a nominated legal representative until such time as we verify the identity of that representative.

Appointed legal representatives include, but are not limited to, an attorney (appointed under power of attorney) and executors of estates.

### **Consents**

The Model Portfolio Managers listed in the Investment Menu have given and not withdrawn their written consent to being named in the Investment Menu as the Model Portfolio Manager in respect of their Models in the form and context in which they are included. They do not make any other statement in the Investment Menu.



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# INVESTOR AUTHORISATIONS, ACKNOWLEDGMENTS & AGREEMENTS

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## AUTHORISATIONS

### Authorisations to your Nominated Representative

To invest in the SMA, you are required to appoint a Nominated Representative to provide instructions on your behalf to us.

By appointing your Nominated Representative, you are also giving us the authority to provide your Nominated Representative with information about your Account on your behalf. You acknowledge that your Nominated Representative will be responsible for providing this information to you.

### Appointment of a Nominated Representative

This appointment is subject to the following terms and conditions. Please read them carefully.

Your Nominated Representative will be permitted to:

- make applications on your behalf;
- provide all instructions relating to your Account and all investments of your Account including (without limitation) selecting and switching Model Portfolios, making additional applications, making withdrawals from your Account, and changing your Account details;
- make enquiries regarding your investments and obtaining information about your Account and all assets held;
- provide instructions to the Responsible Entity of the SMA on your behalf including the above and any transactions incidental to any of the above; and
- receive any communication regarding your Account on your behalf.

Directions or an enquiry from a person who we have no reason to believe is not your Nominated Representative shall be deemed to be your personal acts.

We will continue to act upon any instructions from your Nominated Representative until we receive a written cancellation of the appointment.

We may cancel or vary the terms of this appointment by giving you 14 days notice.

You release, discharge, and indemnify us and all of our successors and assigns from and against all losses, actions, liabilities, claims, demands, and proceedings arising from your appointment of a Nominated Representative and all acts, omissions, matters and things done, not done or purported to be done by a Nominated Representative even if not authorised by you and neither you nor any person claiming through you will have any claim or right against us or any of our successors and assigns in relation to any act, omission, matter, and thing done, not done or purported to be done by your Nominated Representative or any person purporting to be your Nominated Representative provided that we do not have reasonable grounds to believe that they are not your Nominated Representative.

### Online and fax instructions by your Nominated Representative

Instructions may be given to us by your Nominated Representative online, in writing or by fax. Please be aware that fraudulent or other unauthorised instructions can be made by persons with access to your Account details. Accordingly, you agree to release and indemnify the Responsible Entity against all claims and demands arising as a result of our acting on what appeared to us to be instructions given by your Nominated Representative on your behalf.

If Praemium receives instructions online or by fax and also in writing from your Nominated Representative, Praemium will act in accordance with the written instructions to the extent of any inconsistency.

### Investment authority to the Responsible Entity

- by investing in the SMA you are providing us with a standing instruction to make investments on your behalf in accordance with one or more Model Portfolios that you/your Nominated Representative have nominated on your Application Form.
- under this authority, we will rebalance your Account by buying or selling securities in accordance with changes made to your selected Model Portfolios as advised by Model Portfolio Managers.
- instructions to change Model Portfolios will be accepted from your Nominated Representative on your behalf.
- additionally, you authorise us to move funds within your Account as instructed by your Nominated Representative and as described in the PDS to facilitate the payment of fees and settlement of trades.
- this authority will continue until your Account is closed.

# INVESTOR AUTHORISATIONS, ACKNOWLEDGMENTS & AGREEMENTS CONTINUED

## GENERAL DECLARATIONS

I/We:

- agree to be bound by the provisions of the Constitution (as may be amended from time to time) which governs the operation of the SMA.
- acknowledge and agree that the fees set out under "Fees and other costs" will be deducted directly from my/our Account.
- acknowledge and agree that neither the performance of any specific Model Portfolio offered through the Investment Menu ("Investment") nor any particular rate of return from, nor any repayment of capital invested in any Investment is guaranteed by Praemium, Praemium Limited or any of its associates or subsidiaries, nor the Model Portfolio Manager.
- acknowledge that my/our Account will be managed in accordance with the relevant Model Portfolio(s) I/we have selected and notified to the Responsible Entity. Therefore investments will be purchased and sold from my/our Account to reflect any changes made to the Model Portfolio(s) from time to time in accordance with the process outlined in the PDS.
- acknowledge that a Model Portfolio may cease to be offered at any time at the Responsible Entity's discretion and further contributions discontinued or the Model Portfolio terminated and all assets held as part of the Model Portfolio realised.
- represent that I/we have access to the internet on a substantial and continuous basis.
- agree to receive any PDS and other information by email or by a hypertext link sent by email, via my/our Nominated Representative and to access and read this information/ PDS, except that all confirmations of any transactions in connection with my/our Account, including the establishment of my/our Account in the SMA, will be provided to me/us by my/our logging onto my/our Account.
- agree that Praemium will not be responsible for any failure of a Nominated Representative to provide any such e-mail or other communications to me/us.
- agree to notify the Responsible Entity in writing of any change in my/our email address before or as soon as possible after the change.
- agree to the disclosure and use of information as contemplated in the section titled 'Privacy'.
- authorise the Responsible Entity to provide my/our Nominated Representative with information regarding my/our investments.

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

This section outlines the terms and conditions of the direct debit request arrangement between yourself and Praemium Australia Limited ("Praemium" or "us").

### Praemium's responsibilities

Praemium will only make direct debits from your nominated bank account. Your initial contribution amount will be confirmed in writing once Praemium receives your Application Form.

Praemium will not disclose your bank account details to any other party, unless:

- such disclosure is for the purpose of this agreement (including disclosing information in connection with any query or claim);
- you have agreed in writing that it can; or
- the law requires Praemium to do this.

If a payment date is a weekend or public holiday, your account will be debited on either the Business Day preceding or the Business Day following the weekend or public holiday. If you are unsure about which day your account has been debited, you should ask your financial institution.

Praemium reserves the right to cancel the direct debit arrangement without notice if any debits are returned unpaid by your nominated financial institution.

Praemium will give at least 14 days notice to your Nominated Representative if it proposes to change these terms and conditions.

### Your responsibilities

Before making a direct debit request you should:

- check with your financial institution that the account you want to nominate can support direct debits. Additional charges may also be applied by your financial institution for this service. We recommend that you contact them for further details.
- confirm that the account details that you have provided are correct.
- ensure that you have sufficient cleared funds in your account to cover payment when due. Your financial institution may charge a fee if payment cannot be met.
- ensure that the direct debit request is signed in the same way as the account signing instruction held by the financial institution for the nominated accounts.

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## INVESTOR AUTHORISATIONS, ACKNOWLEDGMENTS & AGREEMENTS CONTINUED

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You must tell us in writing if you close or change the account that you have previously nominated.

You may cancel your direct debit request, stop or defer an individual debit or request a change to the debit amount online through your Nominated Representative, in writing or by fax.

It is your responsibility to arrange with Praemium a suitable alternative payment method if the direct debit arrangements are cancelled, either by you or the nominated financial institution.

You should check your account statement from your financial institution to verify that the amounts debited from your account are correct. If you believe that a debit has not been correctly processed you should immediately contact our Client Services Team at [support@praemium.com.au](mailto:support@praemium.com.au) or on (03) 8622 1222.

Any disputes will be dealt with in accordance with Praemium's complaints process, which is outlined under "General information".

You agree to indemnify us against all losses, costs, damages and liability that we incur arising from you breaching these terms and conditions or providing us an invalid or non-binding direct debit request. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. This indemnity does not apply as a result of our fraud, negligence or breach of trust.



# InvestSMART

## DIVERSIFIED PORTFOLIOS

Product Disclosure Statement

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INVESTSMART FINANCIAL SERVICES

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**APPLICATION FORM**

# APPLICATION PROCESS

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## IMPORTANT INFORMATION

If you have received this PDS (and any supplementary documents) electronically we will provide a paper copy free of charge upon request.

If you are printing an electronic copy of this PDS you must print all pages including the Application Form.

If you make this PDS available to another person you must give them the entire electronic file or printout.

You cannot invest in the SMA unless you use the Application Form attached to, or accompanying, either a paper or electronic copy of this PDS.

## HOW TO APPLY TO THE SMA

1. The Application Form is to be completed and signed by the Applicant and Nominated Representative.
2. The Application Form is to be forwarded to InvestSMART. \*(Note: If lending has been used, then your Application Form should be forwarded to your loan provider.)
3. Payment or in specie transfer to be completed.

An application will generally only be processed once the completed documentation is received at Praemium together with payment of the application amount and/or receipt of securities to be transferred in specie.

**We consider that it is important for you to obtain personal advice about your financial circumstances and needs and the suitability of an SMA Account. If lending is utilised then your Nominated Representative may first send your application to the lender.**

## HOW TO COMPLETE THE APPLICATION FORM

Handwritten applications will be accepted by Praemium and completed online by your Nominated Representative.

Except where the Nominated Representative is able to make changes online, if there are any discrepancies between the Application Form completed online by your Nominated Representative and the signed Application Form received by Praemium, Praemium will act in accordance with the instructions set out in the signed Application Form. In this situation, Praemium is not liable for any loss you may suffer as a result of Praemium having acted in accordance with the instructions set out in the signed Application Form. Additional information is set out below:

## Part 1 – Applicant's Name

Please complete all relevant fields.

- for joint applications all investors must sign the Application Form.
- a parent or guardian may invest as trustee for a child. The Application Form should be completed in the adult's name followed by "for and on behalf of [name of child]". Where the child has no Tax File Number the Tax File Number of the adult should be provided.
- corporate investors should record their ACN or ABN.

## Part 2 – Registration Details

This information is needed to enable eligible securities to be transferred into or out of the SMA.

It must be in a form acceptable to the securities registrars and CHESS.

Further information and guidance is available from the website of the Securities Registrars Association of Australia Inc. at: [www.sraa.com.au](http://www.sraa.com.au)

## Part 3 – Initial Investment

Indicate the split of assets you will be contributing between cash and securities. The securities valuation is indicative only. For cash contributions, information regarding the BPAY Biller Code and reference details can be found in the online Application Form.

## Part 4 – Model Subscriptions

You should indicate here how your investment in the SMA should be applied between the available Model Portfolios on initial entry and whether this weighting should be applied on a fixed or floating basis (refer to "Investments in the SMA" for additional information on this choice). Once your Application has been processed you can amend your selection at any time, through your Nominated Representative.

## Part 5 – Margin Lending or Investment Lending

Please complete this section if you wish to invest in the SMA using a lending arrangement. Your lender may also have a separate Application Form for you to complete.

# APPLICATION PROCESS CONTINUED

## Part 6 – Annual Financial Report

As the Separately Managed Accounts is a registered managed investment scheme we are required to produce annual audited financial statements. These reports cover the overall activities and holdings of the Separately Managed Accounts and are separate from reports of financial information relating to your Account (which are available to you online at any time). The Annual Financial Report will be sent only to those investors who request a copy.

## Part 7 – Nominated Representative Details

Your Nominated Representative's details should be completed at Part 7.

## Part 8 – Nominated Bank Account(s)

Please complete this section to nominate one or more bank accounts.

**Please note at least one bank account (Account A: Default Account) must be listed. The default account (Account A) will be used for all bank account transactions unless a different bank account is specified in Parts 9-13.**

## Part 9 – Cash Contributions

Please complete this section if you want us to debit your nominated bank account to collect your initial contribution or any future cash contributions.

## Part 10 – Withdrawals from SMA

Please complete this section if you want us to pay all cash withdrawals to a bank account different from the default account (Account A).

## Part 11 – Regular Contribution Plan

Please complete this section if you want us to debit your nominated bank account to participate in the Regular Contribution Plan.

## Part 12 – Regular Withdrawal Plan

Please complete this section if you want us to credit your nominated bank account to participate in the Regular Withdrawal Plan.

## Part 13 – Income Payment

Please complete this section if you want us to pay any income (interest and dividends) to your nominated bank account.

## Part 14 – Direct Debit Request and Part 15 – Declaration and Signature

Who should sign the form?

### Individual or joint applications

The Form must be signed by the Applicant. If a joint application is made, all Applicants must sign.

### Power of Attorney

If signed under Power of Attorney, an originally certified copy of the relevant power of attorney must be attached to the application form and the attorney must declare that s/he has not received a notice of revocation of the power.

### Company

If the Applicant is a company, the form must be signed either:

- under seal;
- by two Directors or a Director and Company Secretary; or
- by the Sole Director (if applicable).

Please state your title – Director, Company Secretary or Sole Director as applicable.

### Payment process



Biller Code: 347112  
Ref: Your BPAY Customer  
Reference No.\*

\* You will be advised of your Account number and BPAY Customer Reference Number when your Account has been opened.

### Where should the form be returned to?

The completed and signed Application Form should be mailed to:

InvestSMART Financial Services Pty Limited  
PO Box 2801  
Bowral NSW 2576

# APPLICATION PROCESS CONTINUED

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**DIVERSIFIED PORTFOLIOS****APPLICATION FORM**

You should read the Product Disclosure Statement (PDS) before completing the Application Form.

Individual applicants must be over 18 years of age.

**PART 1 – APPLICANT'S NAME**

Account type (Individual, Joint, Company, Trust, Super Fund)

**1st Investor/Signatory**

Title

Given names

Surname

Date of birth

Capacity

**2nd Investor/Signatory**

Title

Given names

Surname

Date of birth

Capacity

**AND/OR**

**Company/Trustee(s)/Partnership name(s)**



Super Fund/Trust name (if applicable)

Contact name

ABN/ACN/ARBN

**Address**

**Street address (mandatory)**

Town or suburb

State



Postcode

Country



Telephone (home)

Telephone (business)

Telephone (mobile)

Facsimile

**Email (mandatory)**

**Postal address (if different)**

Town or suburb

State



Postcode

Country



### TAX FILE NUMBER NOTIFICATION OR EXEMPTION

Please complete the details below.

Collection of Tax File Number information is authorised and its use and disclosure are strictly regulated by the tax laws and Privacy Act. It is not an offence if you choose not to quote your Tax File Number however, if you do not, tax at the highest marginal rate plus the Medicare levy will be deducted from income credited to your Account.

If you carry on an enterprise of investing and are entitled to quote your ABN as an alternative, you may quote your ABN instead.

Only one Tax File Number should be provided unless the Account is held in joint names in which case all individuals should provide their Tax File Numbers.

### FIRST INVESTOR

Name/Company/Partnership/Superannuation Fund

Tax File Number/ABN

If an exemption is to be quoted, please complete the box below.

### SECOND INVESTOR

Name/Company/Partnership/Superannuation Fund

Tax File Number/ABN

If an exemption is to be quoted, please complete the box below.

### FATCA CERTIFICATION

The Foreign Account Tax Compliance Act (FATCA) requires Praemium to report on US citizens and US tax residents via the Australian Tax Office (ATO). The below details are required to facilitate our due diligence requirements.

### FIRST INVESTOR

Name

Are you a US citizen or resident for tax purposes?

YES  NO

If YES, please provide your US Taxpayer Identification Number (TIN)

### SECOND INVESTOR

Name

Are you a US citizen or resident for tax purposes?

YES  NO

If YES, please provide your US Taxpayer Identification Number (TIN)

### COMPANY/TRUST

Is the Company/Trust organised or incorporated in the US?

YES  NO

If YES, please provide the Company's/Trust's US Taxpayer Identification Number (TIN)

Is the Company/Trust a Financial Institution (a custodial or depository institution, an investment entity for FATCA purposes)?

YES  NO

If YES, please provide the Company's/Trust's Global Intermediary Identification Number (GIIN)

If the Company's/Trust does not have a GIIN, please provide its FATCA status:

Are any of the individuals who exercise control over the Company/Trust a US citizen or resident of the US for tax purposes?

YES  NO

## PART 2 – REGISTRATION DETAILS

Name that your securities are currently registered in, and will be returned to you under.

Registered address in CHES format (mandatory)

## PART 3 – INITIAL INVESTMENT

Details of in specie transfers will be provided online by your Nominated Representative.

Initial cash contribution	<input type="text"/>
In specie (approximately)	<input type="text"/>
Total	<input type="text"/>

Call your participating financial institution to make a cash contribution from your nominated cheque, savings, or cash management trust account.

**The minimum initial investment is currently \$5,000.**

## PART 4 – MODEL SUBSCRIPTIONS

Model code/name from the Investment Menu	% Weight
IV00	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Fixed

Floating

If no selection is made, this will default to floating.

## PART 5 – CONDITIONS APPLICABLE TO INVESTORS USING MARGIN OR INVESTMENT LENDING

I wish to invest in the InvestSMART Diversified Portfolios using a margin or investment loan.

Praemium Australia Limited (Praemium) will record in the register, the margin or investment loan provider's (Lender) interest subject to the terms and conditions set out below:

1. The entry of a Lender on the register will only be removed upon receipt by Praemium of a request from the Lender.
2. Praemium will only give effect to a withdrawal instruction if it has the written permission of the Lender.
3. Praemium is not taken to be bound by, or obliged to enquire into, the terms of the particular lending arrangement.
4. Praemium will pay all withdrawal requests (whether on winding up or otherwise and whether of capital or income) to the Lender unless such a direction is revoked by the investor with the written consent of the Lender.
5. When acting in good faith, Praemium is not liable either to the investor or the Lender if a payment made to the investor or Lender is not in accordance with paragraph 4 above.
6. Praemium must provide to the Lender any notice or information provided to the investor.
7. If Praemium becomes aware that a dispute has arisen between an investor and a Lender as to any right to a payment relating to the investor's Account in respect of which the Lender's interest is noted on the register, Praemium may at its election pay the disputed amount to the Lender or pay the disputed amount into any court in which proceedings in relation to the dispute are to be conducted, and Praemium will not be liable either to the investor or the Lender for any consequences of so doing.

Reference to a "request" or "direction" (Request) in the above Terms and Conditions refers to a written, signed and dated Request given to Praemium by the Lender or Investor (as applicable) to perform a particular action or do some other thing as stated in the Request, and includes any amendment made to any Request.

Institution name

Please note the investor must sign Part 15 of the Application Form.

**PART 6 – SEPARATELY MANAGED ACCOUNTS ANNUAL FINANCIAL REPORT**

Please tick if you would like to receive a copy of the Separately Managed Accounts Annual Financial Report

**PART 7 – NOMINATED REPRESENTATIVE DETAILS**

InvestSMART Financial Services

**FUTURE OF FINANCIAL ADVICE**

- I am aware of my obligations under the Future of Financial Advice Act and Regulations (FOFA Provisions);
- any payment made to me by a retail investor in the Separately Managed Account fund (Fund) is made in consideration of the provision of financial product advice I provide to that retail client;
- no payments I receive, either directly or indirectly, in connection with the Fund breach the FOFA Provisions including charging an asset based fee on any borrowed amounts used to acquire financial products.

**AML INVESTOR IDENTIFICATION CERTIFICATION**

Where an investment is made via a Nominated Representative Praemium will, in accordance with the AML legislation, rely upon the Nominated Representative to verify the identity of the investor.

**In verifying the identity of the investor:**

- I confirm that I have complied with the requirements of the Anti-Money Laundering (AML) and Counter Terrorism Financing (CTF) Act 2006 and associated AUSTRAC rules. I understand that I am legally required to have verified the identity of the investor prior to providing the designated service (that is, arranging for the investor to invest in the SMA).
- I understand that, as permitted by the AML/CTF Act, Praemium will rely on the investor identification that I conduct. Unless requested, Praemium does not require certified copies or originals of documents used by me to verify the identity of the investor. Regardless of whether I provide Praemium documents verifying the investor's identity, I acknowledge that Praemium (as permitted under the AML legislation) will rely on me to verify the investor's identification.
- Praemium may (as required) seek additional information from me or the investor to verify the investor's identity. I acknowledge that Praemium may not accept an application until it is satisfied that the identity of the investor is verified.
- I confirm that, in accordance with the requirements of the AML legislation, I will retain all documentation used by me to verify the identity of the investor.

I have read, understood and agree to comply with the above.

**Signed (must be signed by the Nominated Representative)**

**Date**

### PART 8 – NOMINATED BANK ACCOUNT(S)

#### A: Default Account (mandatory)

This account will be used for all bank account transactions unless you specify a different account

Financial Institution

BSB Number

Account Number

Account Name

**Note:** You must specify one account (A). Additional nominated account details for Parts 9-13 may be completed below.

#### Optional Accounts

##### B:

Financial Institution

BSB Number

Account Number

Account Name

##### C:

Financial Institution

BSB Number

Account Number

Account Name

##### D:

Financial Institution

BSB Number

Account Number

Account Name

##### E:

Financial Institution

BSB Number

Account Number

Account Name

**Note 1** Direct debiting may not be available on certain bank accounts. If in doubt, please contact your financial institution.

**Note 2** For bank accounts in the applicant's name(s), please ensure that you sign this application form in the same way as the signing instructions held by the financial institution for the nominated accounts.

**Note 3** For bank accounts not in the applicant's name(s), please download and complete the Direct Debit authorisation form at [www.praemium.com.au](http://www.praemium.com.au), and attach to this application.

**Note 4** By providing your bank account details on this section, you authorise Praemium to use these details for all future transaction requests that you nominate.

### PART 9 – CASH CONTRIBUTIONS

**YES** Please tick if you wish us to direct debit your initial contribution to the InvestSMART Diversified Portfolios from your nominated bank account.

Please select the nominated bank account to be used for Cash Contributions if different from the default account (Account A) noted in Part 8.

**B**  **C**  **D**  **E**

### PART 10 – WITHDRAWALS FROM SMA

Please select the nominated bank account to be used for Withdrawals if different from the default account (Account A) noted in Part 8.

**B**  **C**  **D**  **E**

### PART 11 – REGULAR CONTRIBUTION PLAN – OPTIONAL

**YES** Please tick if you wish to participate in the InvestSMART Diversified Portfolios Regular Contribution Plan. The minimum Regular Contribution Plan investment is \$100 per month.

Amount: \$

Please select the nominated bank account to be used for Regular Contributions if different from the default account (Account A) noted in Part 8.

**B**  **C**  **D**  **E**

### PART 12 – REGULAR WITHDRAWAL PLAN – OPTIONAL

**YES** Please tick if you wish to participate in the InvestSMART Diversified Portfolios Regular Withdrawal Plan.

Amount: \$

Start Date:  End Date:

Frequency:  (specific date, 3mths, 6mths, 12mths, never)

(monthly, quarterly, six monthly, annually)

Please select the nominated bank account to be used for Regular Withdrawals if different from the default account (Account A) noted in Part 8.

**B**  **C**  **D**  **E**

### PART 13 – INCOME PAYMENT - OPTIONAL

**YES** Please tick if you wish to have income (interest and dividends) paid to the nominated bank account. If not, income or dividends received will form part of your cash holding and be included in the next rebalance.

Please select the nominated bank account to be used for Income Payment if different from the default account (Account A) noted in Part 8.

**B**  **C**  **D**  **E**

**PART 14 – DIRECT DEBIT REQUEST**

- I/we acknowledge that I/we have read and understood the Direct Debit Request Service Agreement contained in the PDS and agree with its terms and conditions.
- I/we request and authorise Praemium (user identification number 368281) to:
  - a) if indicated in Part 9, debit the amount (specified in Part 3) from the nominated account (named in Part 8) to make the initial cash contribution to the specified Account;
  - b) if indicated in Part 11, periodically (as indicated in Part 11) debit the amount (specified in Part 11) from the nominated account (named in Part 8) to make investment contributions to the specified Account;
- Any debit will be made through the Bank Electronic Clearing System (BECS).
- I/we agree to be bound by the conditions set out in the PDS under which Praemium will use the direct debit authority as authorised above.
- I/we understand that subsequent cash contributions CAN be made via Direct Debit upon receipt of instructions from my/our Nominated Representative.
- I/we understand and acknowledge that:
  - a) Praemium may by prior arrangement and advice to me/us, vary the amount and/or frequency of future debits;
  - b) Praemium may in its absolute discretion cancel the direct debit arrangement under the Direct Debit Request Service Agreement and may withdraw the Regular Contribution Plan facility.

**PART 15 – DECLARATION AND SIGNATURE**

Individual applications should be signed personally or under Power of Attorney. In the case of companies or trusts, the Application Form should be signed by two Directors, one Director and a Secretary or Sole Director, by the Trustee(s) personally or under Power of Attorney.

If this is a joint application, all applicants must sign here.

All subsequent instructions, including withdrawal requests, must include all signatories.

When documents are signed under a Power of Attorney, a certified copy of the Power of Attorney must be enclosed with the Application Form.

The attorney certifies that he/she has not received notice of revocation of that power.

- You declare that all information provided to us is correct and that you will promptly notify us of any changes.
- This application is made upon and subject to the terms and conditions of the PDS dated 22/12/2015 which I/we have read.
- I/we agree to be bound by the Constitution as it may be amended from time to time.
- I/we appoint InvestSMART Financial Services named above as the Nominated Representative and I/we agree to be bound by the terms and conditions of the appointment of a Nominated Representative as set out in the PDS.
- I/We have read and understood the information in the "Anti-Money Laundering and Counter Terrorism Financing" section in the PDS.

By completing this Application Form, you acknowledge and agree that:

- your information will be used by Praemium to establish your identity for the purposes of the AML Legislation; and
- Praemium is not responsible nor liable for any loss suffered (including consequential loss) where transactions are effected or declined or we cease to provide you with a product or service in circumstances where we are unable to establish your identity or where Praemium reasonably believes you are a Proscribed Person\*.

In relation to the FATCA section of this Application Form, you declare and agree:

- that the information provided by me/us may be disclosed by Praemium to the Australian Taxation Office or any other government bodies, including bodies located overseas, to be reported and used in compliance with any FATCA Regulations; and;
- I/we will promptly notify Praemium with any change to the information provided by me/us and provide any further information reasonably required by Praemium to comply with any obligation under the FATCA Regulations.

A 'Proscribed Person' means any person or entity who Praemium reasonably believes to be (i) in breach of the laws of any jurisdiction regarding economic or trade sanctions, or laws prohibiting money laundering or terrorism financing, or (ii) on a list of persons with whom dealings are proscribed by Australian laws or the laws of another recognised jurisdiction. A 'Proscribed Person' includes any person or entity who Praemium reasonably believes to act on behalf, or for the benefit of, a person or entity referred to in (i) and/or (ii).

'FATCA Regulations' means all laws, rules, regulation and other legal requirement(s) in force from time to time in Australia in relation to the United States' Foreign Account Tax Compliance Act (FATCA).

Signature	Date
<input type="text"/>	<input type="text"/>

Name

Title (Director/Secretary/Sole Director/Trustee/POA) (mandatory)

Signature	Date
<input type="text"/>	<input type="text"/>

Name

Title (Director/Secretary/Sole Director/Trustee/POA) (mandatory)

Company seal

Note for corporate investors, this form must be signed either: (a) under seal; (b) by two Directors or a Director and Company Secretary; or (c) by the Sole Director (where applicable). If this is a joint application, all applicants must sign here. All subsequent instructions, including withdrawal requests, must include all signatories. If your application is signed under a Power of Attorney, please enclose a certified copy of the Power of Attorney with your Application Form.

**THE COMPLETED AND SIGNED APPLICATION FORM SHOULD BE MAILED TO:**

**INVESTSMART FINANCIAL SERVICES PTY LIMITED**  
**PO BOX 2801**  
**BOWRAL NSW 2576**

# INVESTOR CHECKLIST

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Before you send us your Application Form, please check that you have completed the following checklist. It identifies information that must be provided by you under law and the sections you must complete before an application can be processed. Ensuring that all information is provided will assist in a smooth application process. For further information on each part of the Application Form please see the section "Application Process".

- Have you read the InvestSMART Diversified Portfolios Product Disclosure Statement? Please keep this document for your reference.
- Are you aged 18 years or over? Parents or guardians may invest as trustee for a child.
- Have you provided a street/residential address in Part 1 of the Application Form? A street/residential address is MANDATORY. PO Boxes will not be accepted as a sole address.
- Have you provided your Tax File Number notification or exemption? If not you will be taxed at the highest marginal tax rate, as well as the Medicare levy.
- If you have elected to have your initial investment direct debited, have you checked there are sufficient funds in your bank account?
- Have you fully completed the Application Form? Please remember to sign and date the Application Form.
  - Have you indicated your initial investment amount in Part 3?
  - If you have elected to invest in the InvestSMART Diversified Portfolios using a loan in Part 5, has the lender authorised your loan application?
  - Have you provided your bank account details in Part 8?

# GLOSSARY

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**Account** means your interest in the SMA that is issued under this PDS.

**Application Form** means the application form which accompanies this PDS.

**Business Day** means an ASX trading day.

**ETF** means Exchange Traded Fund.

**Investment Menu** means the list of Model Portfolios that are available for investment.

**Minimum Cash Holding** means the cash held in your Account in addition to any cash held in the Model Portfolio(s) which may be used to maintain your Account.

**Model Portfolio(s) or Model(s)** means the investment model(s) offered under the SMA that are applied to your Account.

**Model Portfolio Manager(s)** means the person(s) responsible for providing and administering the relevant Model Portfolio(s) for your Account.

**Nominated Representative (InvestSMART)** means the person who is authorised by you to provide instructions to us and receive certain information and communications from us on your behalf.

**PDS** means this Product Disclosure Statement.

**Praemium, us, we or our** means Praemium Australia Limited ABN 92 117 611 784, AFSL No 297956, the Responsible Entity of the SMA.

**Rebalancing Date** is generally each Business Day.

**Regular Contribution Plan** is the arrangement where we direct debit regular monthly contributions from a linked bank account to your Account.

**Responsible Entity** is Praemium Australia Limited.

**SMA or Separately Managed Accounts** means the registered managed investment scheme which is known as the Separately Managed Accounts ARSN 114 818 530.







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