



For personal use only

Replacement Product Disclosure Statement

Incorporating Fund Supplement

15 NOVEMBER 2018

ETFS Physical US Dollar ETF (ZUSD) ARSN: 605 617 829

ISSUER AND RESPONSIBLE ENTITY:

ETFS Management (AUS) Limited ACN 150 433 828 AFSL No.466778

Important Information

IMPORTANT NOTICE TO RECIPIENT

ABOUT THIS DOCUMENT

This Replacement Product Disclosure Statement (“RPDS”) is dated 15 November 2018 and has been prepared by ETF Management (AUS) Limited, ACN 150 433 828, AFSL number 466778 (“ETFS”) or (the “Responsible Entity”) who is responsible for its content. This RPDS replaces the Product Disclosure Statement issued by the Responsible Entity dated 9 June 2017 and each of the Supplementary Product Disclosure Statements dated 3 April 2018 and 18 May 2018.

This RPDS sets out information and is an offer document for the ETFS Physical US Dollar ETF (the “Fund”). The Fund is a registered managed investment scheme and a copy of this RPDS has been filed with the Australian Securities and Investments Commission (“ASIC”).

Investments in Units are subject to investment risk, including possible delays in repayment and loss of income and principal invested. Neither ETFS, ETFS Capital Limited nor any other member of the ETFS Capital Group guarantees the performance of any products issued by ETFS or the repayment of capital or any particular rate of return therefrom.

Units in the Fund are traded on the ASX under the AQUA Rules. A copy of this RPDS has been lodged with both ASIC and ASX. No responsibility as to the contents of this RPDS is taken by ASIC or ASX.

ABOUT THE OFFER

Creation Requests for Units of the Fund are only available to Authorised Participants who have been authorised as ‘trading participants’ under the ASX Operating Rules. The offer contained within this RPDS is therefore made to Authorised Participants only.

Any other investors may not apply for Units in the Fund via this RPDS, however Units can be purchased in the secondary market on the ASX via a broker, investment advisor or ASX participant. Although non-Authorised Participants cannot submit Creation Requests under this RPDS, the RPDS may be used for information purposes.

This RPDS does not constitute an offer or invitation in relation to the Fund in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this RPDS may be restricted by laws of places where it is distributed and therefore persons into whose possession this RPDS comes (including nominees, trustees or custodians) should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws. No cooling off period applies to investment in the Fund.

Information in this document is subject to change from time to time. To the extent that the change is not materially adverse to Holders, it may be updated by the Responsible Entity posting a notice of the change on its website at www.etfsecurities.com.au. In addition, any material updates will also be notified to Holders through the Market Announcements Platform on the ASX. The Responsible Entity will provide to Holders, free of charge, a paper copy of the updated information upon request. Please refer to the “Corporate Directory” at section 13 of this RPDS for contact details of the Responsible Entity.

CONTINUOUS OFFER NOTICE

The Offer (being the invitation made to the Authorised Participants under this RPDS) is a continuous offer made during the term of this RPDS. There is no minimum subscription condition that must be fulfilled before the Units offered will be issued.

As a disclosing entity, the Fund is subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at, an ASIC office. People have the right to obtain a copy of the following documents during the application period for the RPDS:

- > the annual financial report most recently lodged with ASIC by the Fund (if any);
- > any half-year financial report lodged with ASIC by the Fund after lodgement of that annual financial report (if any); and
- > any continuous disclosure notices given by the Fund after the lodgement of that annual financial report.

Such information may be obtained from, or inspected at, an ASIC office and shall also be available for download free of charge from the Responsible Entity’s website www.etfsecurities.com.au. Upon request, the Fund shall also make a copy of the documents available free of charge to anyone who asks during the application period for the RPDS.

AQUA MARKET ON THE ASX

The Units have been admitted to trading status on the ASX under the AQUA Rules. The AQUA Rules form part of the ASX Operating Rules. The Units will not be listed on the ASX under the ASX Listing Rules.

The AQUA Rules have been designed to offer greater flexibility and are specifically designed for managed funds, exchange-traded funds, and structured products.

Since an investor may be more familiar with the ASX Listing Rules, it is important they familiarise themselves with the main differences between the AQUA Rules and the ASX Listing Rules.

Trading status

In operational terms, the market for products quoted under the AQUA Rules operates in the same way that it does for listed equities, with continuous matching of bids and offers and an opening and closing auction.

AQUA Rules: The key distinction between products admitted under the ASX Listing Rules and those quoted under the AQUA Rules is the level of control and influence that an issuer has over the value of the underlying assets of the entity.

Under the ASX Listing Rules, listed equity securities typically reflect the value of the business operated by the issuer. By contrast, the value of a product quoted on AQUA typically reflects the performance of the underlying assets.

Key specific differences between the ASX Listing Rules and the AQUA Rules

Due to the different nature of shares quoted under the ASX Listing Rules and AQUA Products quoted under the AQUA Rules, the requirements relating to AQUA Products differ from those relating to products listed under the ASX Listing Rules. The key differences for AQUA Products are as follows:

1. Continuous disclosure – the continuous disclosure requirements for AQUA Product issuers are different to those under the ASX Listing Rules because of the nature and regulation of the underlying asset. There is a requirement under the AQUA Rules that an AQUA Product issuer provide the ASX with any information the non-disclosure of which may lead to the establishment of a false market in the products or which would materially affect the price of its products. The Fund must also disclose information about net tangible assets or net asset value, dividends and distributions to the ASX and must make disclosure to the ASX and market participants using the Market Announcements Platform of the ASX at the same time information is disclosed to ASIC. The Responsible Entity also intends to post any such information on its website www.etfsecurities.com.au at the same time.
2. Periodic disclosure – AQUA Product issuers are not required to disclose half yearly and annual financial information or annual reports to the ASX. However, periodic financial reports relating to the AQUA Product must be disclosed to the ASX at the same time they are lodged with ASIC under Chapter 2M of the Corporations Act.
3. Spread requirements – the requirements under the ASX Listing Rules that issuers satisfy certain minimum spread requirements (i.e. a minimum number of holders each having a minimum parcel size) do not apply to AQUA Products. Under the AQUA Rules, unless and until a suitable spread of holders is achieved, an AQUA Product issuer must ensure a bid/ask spread and volume requirement is maintained for

the AQUA Product on the ASX, generally through the appointment of a market maker, or have in place other arrangements which meet ASX's requirements for providing liquidity.

4. Corporate control – the ASX requirements in relation to matters such as takeover bids, share buy-backs, change of capital, new issues, restricted securities, disclosure of directors' interests and substantial holdings are not relevant and do not apply to AQUA Products. The Responsible Entity and the Fund are subject to general Corporations Act requirements in respect of some of these matters in some circumstances. Unlike the responsible entity of a managed investment scheme listed under the Listing Rules, the Responsible Entity can only be replaced by a resolution passed by the votes of at least 50% of all the votes eligible to be cast. The Corporations Act provisions that apply to takeovers and substantial shareholding requirements for listed managed investment schemes do not apply to AQUA Products.
5. Related party transactions – ASX requirements relating to transactions between an entity and persons in a position to influence the entity, do not apply to AQUA Products. However, Corporations Act requirements (i.e. Chapter 2E) applicable to public companies will still apply to the Responsible Entity.
6. Auditor rotation obligations – AQUA Product issuers, including the Responsible Entity and the Fund, will not be subject to the requirements in Division 5 of Part 2M.4 of the Corporations Act in relation to auditor rotation, however the Responsible Entity is required to undertake an independent audit of the compliance plan for the Fund.

More information about the AQUA Rules is available from the ASX's website: www.asx.com.au.

DISCLAIMERS

It is impossible in a document of this type to take into account the investment objectives, financial situation and particular needs of each potential investor. Accordingly, nothing in this RPDS is a recommendation by the Responsible Entity, or any other person, concerning investments in the Units. Potential investors should not rely on this RPDS as the sole basis for any investment decision and should seek independent professional investment and taxation advice before making a decision whether to invest in the Units. Prospective investors should read the entire RPDS before making any decisions to invest in the Units. If prospective investors have any doubt as to their course of action they should consult their stockbroker, solicitor, accountant or other professional adviser.

Important Information

This RPDS has been prepared by ETFS Management (AUS) Limited from sources which ETFS Management (AUS) Limited believes to be correct. However, none of ETFS Management (AUS) Limited nor any other member of the ETFS Management (AUS) Limited or ETFS Capital Group, nor any of their employees or agents make any representation or warranty as to or assume any responsibility or liability for the accuracy or completeness of, or any errors or omissions in, any information, statement or opinion contained in this RPDS or in any accompanying, previous or subsequent material or presentation. To the maximum extent permitted by law, ETFS Management (AUS) Limited and each of those persons disclaim all and any responsibility or liability for any loss or damage which may be suffered by any person relying upon any information contained in, or any omissions from, this RPDS.

SELLING RESTRICTIONS

New Zealand

Mutual recognition of securities offerings —warning statements

Warning statement

1. This offer to New Zealand investors is a regulated offer made under Australian and New Zealand law. In Australia, this is Chapter 8 of the Corporations Act 2001 (Aust) and regulations made under that Act. In New Zealand, this is subpart 6 of Part 9 of the Financial Markets Conduct Act 2013 and Part 9 of the Financial Markets Conduct Regulations 2014.
2. This offer and the content of the offer document are principally governed by Australian rather than New Zealand law. In the main, the Corporations Act 2001 (Aust) and the regulations made under that Act set out how the offer must be made.
3. There are differences in how financial products are regulated under Australian law. For example, the disclosure of fees for managed investment schemes is different under the Australian regime.
4. The rights, remedies, and compensation arrangements available to New Zealand investors in Australian financial products may differ from the rights, remedies, and compensation arrangements for New Zealand financial products.
5. Both the Australian and New Zealand financial markets regulators have enforcement responsibilities in relation to this offer. If you need to make a complaint about this offer, please contact the Financial Markets Authority, New Zealand (<http://www.fma.govt.nz>). The Australian and New Zealand regulators will work together to settle your complaint.
6. The taxation treatment of Australian financial products is not the same as for New Zealand financial products.
7. If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

Additional warning statement: currency exchange risk

1. The offer may involve a currency exchange risk. The currency for the financial products is not New Zealand dollars. The value of the financial products will go up or down according to changes in the exchange rate between that currency and New Zealand dollars. These changes may be significant.
2. If you expect the financial products to pay any amounts in a currency that is not New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.

Additional warning statement: trading on financial product market

If the financial products are able to be traded on a financial product market and you wish to trade the financial products through that market, you will have to make arrangements for a participant in that market to sell the financial products on your behalf. If the financial product market does not operate in New Zealand, the way in which the market operates, the regulation of participants in that market, and the information available to you about the financial products and trading may differ from financial product markets that operate in New Zealand.

Additional warning statement: dispute resolution process

The dispute resolution process described in this offer document is available only in Australia and is not available in New Zealand.

Singapore

This RPDS has not been registered as a prospectus with the Monetary Authority of Singapore. This RPDS and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Units may not be circulated or distributed, nor may the Units be offered or sold, or be made the subject of any invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except to an institutional investor as defined in the Securities and Futures Act, Cap. 289 (the "Act"), or otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the Act.

United States

This RPDS and the Units offered under this RPDS have not been and will not be registered under the U.S. Securities Act of 1933, as amended or any US state or other securities laws. Accordingly, the Units offered in this RPDS may not be granted to or taken up by, and the Units may not be offered or sold to, any person that is in the United States or that is, or is acting for the account or benefit of, a US person.

DEFINED TERMS

Certain terms used in this RPDS are defined in Section 12 (*Glossary*). This RPDS should be read in conjunction with these defined terms.

Table of Contents

SECTION OF THIS PDS	PAGE	WHAT IS COVERED BY THIS SECTION?
1. Key Features	5	This section provides an overview of the Fund in the format of a table.
2. Frequently Asked Questions	9	This sections sets out the answers to some frequently asked questions about the Units.
3. About the Responsible Entity	12	This section sets out a summary of key information in relation to the Responsible Entity, its directors, shareholders and financial position.
4. Investment Objective and Strategy of the Fund	14	This section provides an overview of the investment objective and strategy of the Fund to help an investor decide whether an investment in a product which tracks movements in the level of an underlying currency is appropriate for them.
5. Risks	15	This section sets out the material risks known to the Responsible Entity associated with an investment in Units and should be carefully considered by a prospective investor.
6. Trading of Units	18	This section contains a summary of the application and redemption process for Units.
7. Valuation and Unit Pricing	23	This section sets out how an investor can work out the value of their investment and provides the relevant formulae and worked examples.
8. Fees and Expenses	24	This section sets out the fees and expenses which will be payable in relation to applications, redemptions and the ongoing management of the Fund.
9. Distributions	28	This section sets out information about distributions which may be paid in relation to the Units.
10. Additional Information	29	This section sets out the key additional information applicable to the Fund, particularly the key services providers, key documents, privacy policy and complaints handling procedures.
11. Taxation Considerations	36	This section sets out the tax treatment of holding Units in Australia. You should note that this is a general summary and you should seek your own tax advice in relation to the taxation consequences of holding Units in the Fund.
12. Glossary	40	This section sets out the definitions that apply throughout this RPDS.
13. Corporate Directory	44	This section sets out the names and addresses of the key service providers to the Fund.
14. Fund Supplement	45	This section sets out the information applicable to the Fund for this RPDS.

For personal use only

1. Key Features

1.1 OVERVIEW

The Fund is a registered managed investment scheme which has its Units quoted on the ASX under the AQUA Rules. The Fund is an exchange traded fund (“ETF”) which aims to provide investors with an exposure (before fees and expenses) to the performance of a currency (the “Reference Currency”) against the Australian Dollar (“AUD”). Details of the applicable Reference Currency in respect of the Fund are set out in the Fund Supplement.

The following table summarises the key features of the Fund offered in this RPDS. Any decision to invest in the Units of the Fund should be based upon the RPDS in its entirety and investors should seek professional advice before making any decision with respect to an investment in the Fund.

KEY FEATURES OF THE FUND

Fund Name	ETFS Physical US Dollar ETF
Responsible Entity	ETFS Management (AUS) Limited is the Responsible Entity and trustee of the Fund and the issuer of this RPDS.
Investment Objective	The investment object of the Fund is to provide a return to investors that tracks the performance (before fees and expenses) of the relevant Reference Currency against the Australian Dollar (AUD). No significant change to the investment objective will be made unless such change is approved by a resolution of Holders representing at least 75% of votes cast.
Investment Strategy	The Fund seeks to meet its investment objective by investing cash received in connection with Creations in the Reference Currency in interest bearing deposit accounts at a Deposit Bank. Cash received from Authorised Participants in connection with a Creation that is in the form of the Reference Currency will be deposited into the deposit account at the Deposit Bank. Cash received from Authorised Participants in connection with a Creation that is in the form of AUD will be converted by the Responsible Entity into the Reference Currency through a foreign exchange transaction at the relevant Benchmark Rate. The resulting cash will then be deposited in the Reference Currency into the appropriate interest-bearing deposit account at the Deposit Bank.
Investment Type	A unit trust managed investment scheme. Units in the Fund (“Units”) will be able to be traded on the AQUA market of the ASX. The issue of Units is covered by the Responsible Entity’s Australian Financial Services Licence.
Reference Currency	The Reference Currency for the Fund is set out in the Fund Supplement. The Fund will attempt to replicate the performance of the Reference Currency against the AUD by holding cash deposits in the Reference Currency.
Net Asset Value (NAV)	The Net Asset Value for the Fund shall be determined by the Responsible Entity at the Valuation Time on each Dealing Day (or at such other time as the Responsible Entity may determine) by valuing the assets of the Fund and deducting the Liabilities of the Fund (including, without limitation, management costs). Please refer to Section 7 (<i>Valuation and Unit Pricing</i>) for more detail.

Fees and Expenses	<p>Fees and expenses that an investor may be charged include:</p> <p>Creation Fee</p> <p>Authorised Participants will be charged a fee on each Creation Request regardless of the size of the Creation Request. The applicable Creation Fee for the Fund is set out in the Fund Supplement.</p> <p>Redemption Fee</p> <p>Authorised Participants will be charged a fee on each Redemption Request regardless of the number of Units being redeemed.</p> <p>The applicable Redemption Fee for the Fund is set out in the Fund Supplement.</p> <p>Management Costs</p> <p>The Management Costs of the Fund will be 0.30% of the Net Asset Value of the Fund. The Management Costs are made up of a Management Fee, recoverable expenses (where applicable) and indirect costs (where applicable). The Management Costs for the Fund are also set out in the Fund Supplement. You may also have to fund Transaction Costs or you may be charged a brokerage fee or commission when buying and selling units through a broker and/or on the ASX. Please refer to your broker for further details on their fees and charges.</p> <p>Please refer to Section 8 (<i>Fees and Expenses</i>) for more detail.</p>
Trading in Units of the Fund	<p>As at the date of this document, all units in the Fund are quoted on the ASX under the AQUA Rules. It is expected that most investors will buy and sell their Units through trading on this secondary market where they can be bought and sold like any other stocks. Investments in Units through transactions on the ASX are not governed by the terms of this RPDS.</p> <p>Creation Requests and Redemption Requests made directly to the Fund may only be made by Authorised Participants.</p>
Creations	<p>The offer of Units in the Fund under this RPDS is made to Authorised Participants only and only Authorised Participants may apply to the Fund for Units.</p> <p>Creation Requests for Units may be submitted on any Dealing Day during the term of this RPDS. Creation Requests will be settled by the Authorised Participants delivering either AUD or the Reference Currency to the Responsible Entity.</p> <p>Creation Requests must be for a minimum number of Units (the “Minimum Creation Amount”). The Minimum Creation Amount in respect of the Fund is set out in the Fund Supplement.</p> <p>The Responsible Entity may reject any Creation Request in its discretion.</p> <p>Please refer to Section 6 (<i>Trading of Units</i>) for more detail.</p>
Redemptions	<p>Generally, only Authorised Participants who are Australian residents may submit Redemption Requests in respect of some or all of their holdings in the Fund.</p> <p>Redemption Requests will be settled by the Authorised Participant delivering the relevant Units in return for delivery by the Fund of an amount of AUD or the Reference Currency.</p> <p>Redemption Requests must be for a minimum number of Units (the “Minimum Redemption Amount”). The Minimum Redemption Amount in respect of the Fund is set out in the Fund Supplement.</p> <p>Please refer to Section 6 (<i>Trading of Units</i>) for more detail.</p>
Distributions	<p>To the extent that there is any income received by the Fund in respect of interest on deposits holding the Reference Currency or otherwise, it is expected that it will be distributed to Holders annually. There is no guarantee the Fund will make any distributions.</p> <p>Holders can choose to have their distributions paid directly into a nominated bank account in cash (via electronic funds transfer) or participate in the Distribution Reinvestment Plan.</p> <p>Further information in respect of distributions is set out in Section 9 (<i>Distributions</i>).</p>

1. Key Features

Distribution Reinvestment Plan	<p>A Distribution Reinvestment Plan is available to eligible Holders. Participation in the Distribution Reinvestment Plan is subject to the rules of the Distribution Reinvestment Plan policy document available from the Responsible Entity's website www.etfsecurities.com.au. Pursuant to the Distribution Reinvestment Plan all distributions made to a Holder in respect of the Fund are reinvested in additional Units in the Fund. Partial reinvestment will not be available.</p>
Key Risks	<p>Risks in relation to the Reference Currency:</p> <p>Past performance is not an indication of future performance and the investment performance of the Units could be volatile. An investment in the Units involves a significant degree of risk. The following are just some of the risk factors which should be carefully considered by prospective investors before deciding whether to invest in the Units.</p> <p>Factors affecting the performance of a Reference Currency may adversely affect the value of Units including:</p> <p>Market Risk – Day to day positive or negative movements in local and international financial markets and exchanges and factors that affect the investment climate and investor sentiment could all affect the level of the Reference Currency relative to the AUD. Such movements may have an adverse effect on the level of the Reference Currency which could, accordingly lead to a fall in the market price of the Units which will result in an investor in the relevant Units incurring losses;</p> <p>Volatility – In recent years, rates of exchange between currencies have become more volatile and this volatility may continue in the future, particularly in relation to emerging or developing nations' currencies. Historic fluctuations in a particular exchange rate are not necessarily indicative of future movements in that exchange rate and a significant movement in an exchange rate can occur in a very short period of time.</p> <p>Factors that may influence the rate of exchange between currencies may include, without limitation:</p> <ul style="list-style-type: none"> > changing supply and demand for a particular currency, government and monetary authority policy; > intervention, interest rate levels between two countries and the differential between such levels; or > global or regional political, economic or financial events that effect foreign exchange markets and a country's debt level and trade deficit. <p>Any change in the spot exchange rate of a Reference Currency (which is the standard rate offered in the market for immediate settlement (usually within 1-2 days of the trade being placed)) against the AUD on any day will have either a positive or a negative impact on a Reference Currency.</p> <p>Accordingly exchange rate volatility on a particular day will have a positive or negative impact on the level of the Reference Currency and therefore the value of the Units of the Fund;</p> <p>Government Policy and Intervention – Currency exchange rates can either float freely or be fixed by sovereign governments. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to other currencies. However, governments of other nations may, from time to time, prevent their currencies from floating freely by using a variety of techniques, such as intervention by a country's central bank, restrictions on local exchanges or markets, limitations on foreign investment in a country, other regulatory controls or taxes or changes in interest rates to influence the exchange rates of their currencies. These events and actions can be unpredictable and may cause unexpected volatility and instability with respect to a particular exchange rate. This could have a substantial and adverse effect on the Fund whose Reference Currency is impacted by these events and actions and, consequently, on the price of the Units. Any reduction in the Price of the Units could lead to losses for Holders if the value of the Units drops below the price the Holder paid for those securities; and</p> <p>Interest Rate Risk – The Fund will hold the relevant Reference Currency in an interest bearing bank account denominated in the relevant Reference Currency. Rates of interest paid can increase or decrease which will impact the amount of income which the Fund earns in any given year and which is therefore available for distribution to Holders.</p>

For personal use only

Key Risks (continued)	<p>Risks in relation to the Fund:</p> <p>An investment in the Reference Currency via the Fund will expose investors to risks inherent in holding the exposure via a Unit. These include:</p> <ul style="list-style-type: none"> > <i>Traded Price vs Net Asset Value</i> – in some circumstances the price of Units traded on the ASX may trade at a discount or premium to the Net Asset Value of those Units; > <i>Liquidity Risk</i> – although the Units are quoted on the ASX there is no guarantee that there will be a liquid market for the Units. Furthermore, in certain circumstances the ASX may suspend trading of the Units or remove the Units from quotation on the AQUA market. There are also certain circumstances where the Responsible Entity may limit, reject, and scale or delay redemptions; > <i>Regulatory Risk</i> – changes in regulations or laws may adversely affect the performance of the Fund or the ability of the Fund to continue to meet its investment objectives. Similarly, changes in taxation regulations or laws may impact the after-tax returns of the Fund; > <i>Operational Risk</i> – the occurrence of operational risk events such as system break downs or operational failures may impact the day to day operations of the Fund; > <i>Redemption Risk</i> – there are certain circumstances in which an early redemption of Units may be imposed on investors, which may result in an investment in Units being redeemed earlier than desired. > There are also certain circumstances where the Responsible Entity may limit, reject, and scale or delay redemptions. Please see Section 10.2 (a) (<i>Trust Deed of the Fund</i>) for more information; and > <i>Counterparty Credit Risk</i> – where the Fund is owed obligations by third parties under contractual relationships, a failure by the relevant counterparty to perform their obligations may impact the Fund. <p>This is not an exhaustive list of risks in the relation to an investment in Units. Prospective investors should read Section 5 (<i>Risks</i>) of this RPDS in relation to the risks of an investment in Units and consider the specific and general risks of an investment in Units. Prospective investors should also consult with their financial adviser prior to making any investment.</p>
Reporting	<p>Information relating to the Fund including its Net Asset Value and the performance of each Benchmark Rate will be published on the website of the Responsible Entity at www.etfsecurities.com.au.</p>
No Leverage	<p>The Fund will not use leverage to achieve its investment objective.</p>
Registrar	<p>Computershare Investor Services Pty Limited will maintain the Register of the Units of the Fund in Sydney.</p>
Transaction Documents	<p>The documents which, in addition to this RPDS, set out the terms and conditions relating to the Fund comprise of:</p> <ul style="list-style-type: none"> > The Trust Deed; > The Registrar Agreement; and > The Administration Agreement. <p>Please refer to Section 10.2 (<i>Summary of Material Documents</i>) for more information on these documents.</p>

2. Frequently Asked Questions

This section is intended to answer some of the questions which a prospective investor may have when considering an investment in the Fund. It is not intended to be a summary of or a complete description of the information contained in this RPDS and an investment in Units should only be made after careful consideration of this RPDS.

2.1 WHAT ARE UNITS IN A FUND?

Units represent interests in the Fund. The Fund is a registered managed investment scheme and Units in the Fund represent an interest in its assets. Each Unit has a "Net Asset Value" which is the value of the assets of the Fund represented by each Unit.

2.2 WHAT IS THE AIM OF THE FUND?

The Fund aims to provide investors with an exposure (before fees and expenses) to the performance of the Reference Currency relative to the Australian Dollar (AUD).

The Reference Currency for the Fund is set out in the Fund Supplement.

2.3 WHAT ARE THE SIGNIFICANT RISKS OF ACQUIRING A UNIT?

An investment in the Fund will involve a degree of financial and investment risk. Investors should carefully consider the risks set out in Section 5, as well as the other information contained in this RPDS, before making an investment in the Fund. The key risks of an investment in the Fund are market risk, volatility, government policy and intervention risk, interest rate risk, currency and liquidity risk, credit risk, tax risk, regulatory change risk and change of law risk, potential conflicts of interests, compliance with FATCA and limited recourse risk. These risks are fully described in Section 5.

2.4 HOW DOES HOLDING A UNIT GIVE ECONOMIC EXPOSURE TO THE REFERENCE CURRENCY?

The Responsible Entity will obtain exposure to the Reference Currency by physically holding the Reference Currency in bank accounts. The bank accounts may be interest bearing and any interest earned will be for the benefit of Holders.

The Responsible Entity will hold the Reference Currency in bank accounts held with deposit taking financial institutions. As at the date of this RPDS the only bank with whom deposit accounts are held is the Deposit Bank.

2.5 WHO IS THE DEPOSIT BANK?

The Deposit Bank is the financial institution at which the Responsible Entity maintains the accounts of the Fund for the holding of the Reference Currency. As at the date of this RPDS the only Deposit Bank is Australia and New Zealand Banking Group Limited. In selecting the bank in which to maintain any account the Responsible Entity may take into account several factors including the credit worthiness of the financial institution, the rates of exchange offered, any interest rate offered, the regulatory status of the financial institution and the terms of the account.

The Responsible Entity will continue to assess the performance of the Deposit Bank and may open or close accounts with other financial institutions in order to ensure the best interests of Unit holders continue to be served.

Investors should note that deposits with a Deposit Bank held by the Fund will not benefit from the Australian Governments Financial Claims Scheme.

2.6 HOW CAN I APPLY FOR UNITS?

The offer of Units in the Fund under this RPDS is made to Authorised Participants only and only Authorised Participants may apply to the Fund for Units. Units may be created at any time during the term of this RPDS subject to any applicable Minimum Creation Amount.

2.7 WHAT IS AN AUTHORISED PARTICIPANT?

Authorised Participants are financial institutions which meet certain eligibility criteria and who have been appointed by the Responsible Entity. Authorised Participants may, but do not have to, act as market makers for the Units by buying and selling Units to and from investors either on exchange or in over the counter transactions.

2.8 IF I AM NOT AN AUTHORISED PARTICIPANT, HOW CAN I ACQUIRE UNITS?

As at the date of this RPDS, Units in the Fund have been admitted to trading status on the AQUA market of the ASX. Investors (other than Authorised Participants) may buy and sell their Units through trading on this secondary market where they can be bought and sold like any other securities.

You should note that your broker, investment advisor or ASX participant may charge you brokerage or other fees in relation to your transaction.

2.9 WHAT IS THE NET ASSET VALUE OF A UNIT?

The Net Asset Value per Unit is the value in AUD of the assets of the Fund represented by each Unit. It is the value at which Units in the Fund will be issued to and redeemed from Authorised Participants.

The Net Asset Value is determined by the Responsible Entity at the Valuation Time on each Dealing Day (or at such other time as the Responsible Entity may determine) by valuing the assets of the Fund and deducting the liabilities of the Fund (including, without limitation, any management costs), and dividing that amount by the number of Units on issue in the Fund. Please refer to Section 7 (*Valuation and Unit Pricing*) for further detail on the calculation of the Net Asset Value.

2.10 CAN I BUY UNITS AT THEIR NET ASSET VALUE ON THE ASX?

The cash value at which the Units will trade on exchange is expected to be close to the Net Asset Value per Unit but may not be exactly the same as the Net Asset Value per Unit, because the market on exchange is subject to factors beyond the value of the assets of the Fund.

The value of an investment in Units on the ASX will depend on the bid and offer prices quoted by market makers at the particular time an investor attempts to sell their Units. Any purchases of Units will generally be done at a “bid price” and any sales of Units will generally be done at an “offer price”. The bid and offer prices of Units will not match exactly the Net Asset Value per Unit because bid and offer prices also take account of other market conditions such as market liquidity (supply and demand) at the time that the investor is looking to buy or sell their Units.

You should also note the amount you receive in respect of any sales on the ASX will be net of any brokerage or other fees charged by your broker.

2.11 WHAT IS THE CURRENCY OF MY INVESTMENT?

The Net Asset Value of the Fund is calculated in AUD and the Units trade on the AQUA market of the ASX in AUD.

2.12 WILL THE FUND PROVIDE REPORTING?

Information relating to the Fund including the Net Asset Value, and performance of the Units is published on the website of the Responsible Entity at www.etfsecurities.com.au. The Responsible Entity will also publish the annual financial statements of the Fund on its website.

2.13 HOW DO I REALISE MY INVESTMENT IN UNITS?

As noted above, it is expected that any Holders who are not Authorised Participants will generally realise their investment in Units in the secondary market on the AQUA market of the ASX. Please note the above information in relation to pricing of such transactions on the ASX.

All Holders who are not Authorised Participants may redeem their Units directly with the Fund in limited circumstances, including where there are no Authorised Participants, or where the Responsible Entity has announced that they may do so.

2.14 WHAT FEES ARE PAYABLE IN RELATION TO MY INVESTMENT IN THE UNITS?

The fees and expenses are set out in Section 8 (*Fees and Expenses*) of this RPDS.

2.15 CAN I LOSE ALL OF MY INITIAL INVESTMENT?

Yes, an investor may lose all of their initial investment. Please refer to Section 5 (*Risks*) for more information about the risks associated with the Units.

2.16 CAN I LOSE MORE THAN MY INITIAL INVESTMENT?

Provided an investor has not leveraged or otherwise borrowed to purchase Units, an investor who buys and hold their Units cannot lose more than their initial investment.

2.17 WHAT IS THE MINIMUM INVESTMENT?

Applications must be for at least the Minimum Creation Amount. The Minimum Creation Amount for the Fund is set out in the Fund Supplement.

2.18 WHAT ARE THE TAX CONSEQUENCES OF HOLDING A UNIT?

See Section 11 (*Taxation Considerations*) of this RPDS for a general discussion of some of the significant tax consequences of acquiring a Unit. You should be aware the tax summary does not take into account the specific circumstances of investors. Therefore you should seek your own independent tax advice on the tax consequences of acquiring a Unit having regard to its specific terms and your individual circumstances.

2. Frequently Asked Questions

2.19 WHO IS THE REGISTRAR?

Computershare Investor Services Pty Limited has been appointed as Registrar and will maintain the register of the Fund in Sydney, Australia.

2.20 IS THERE A COOLING OFF PERIOD?

No cooling off period applies in relation to an investment in Units.

For personal use only

3. About the Responsible Entity

3.1 ABOUT ETFS MANAGEMENT (AUS) LIMITED

ETFS Management (AUS) Limited (the “**Responsible Entity**”) is a company formed in the Commonwealth of Australia with ACN 150 433 828. The Responsible Entity holds an Australian financial service licence (AFSL No. 466778) and is regulated by ASIC.

The business purpose of ETFS Management (AUS) Limited is the establishment and management of an investment scheme platform to issue and offer exchange traded fund interests in Australia, including on the AQUA Market of the ASX.

The Responsible Entity is a wholly owned subsidiary of ETFS Capital Limited.

The Responsible Entity operates 9 managed investment schemes, including the Fund. The Responsible Entity draws on the experience and expertise from its parent company.

ETFS Capital Limited (“**ETFSC**”) is a Jersey company which was incorporated under the Companies (Jersey) Law 1991 on 20 August 2004 and prior to 8 May 2018 was named ETF Securities Limited. Its registered office is Ordnance House, 31 Pier Road, St Helier, Jersey, JE4 8PW, Channel Islands. ETFSC is the ultimate holding company of a group of companies which prior to the sale of its European and U.S. businesses issued and provided management and other services to more than 300 exchange traded products similar to the Fund across Europe, Asia, Australia and the United States including 15 products currently quoted on the ASX. Immediately prior to the sale of its European and U.S. businesses in April 2018 funds under management across all products issued or managed by the ETFS Capital Group totalled approximately US\$25 billion. The Responsible Entity has sufficient working capital to operate the Fund in accordance with this RPDS.

The Directors of the Responsible Entity as at the date of this RPDS are:

Graham Tuckwell

Mr. Tuckwell is the founder and chairman of ETF Securities Limited (now ETFS Capital Limited). Prior to the sale of the U.S. and European businesses of ETF Securities in April 2018, Mr Tuckwell was director of ten other companies issuing exchange-traded commodities: Gold Bullion Securities Limited in Jersey, ETFS Metal Securities Australia Limited, ETFS Metal Securities Limited, ETFS Oil Securities Limited, ETFS Commodity Securities Limited, ETFS Foreign Exchange Limited, ETFS Hedged Commodity Securities Limited, Swiss Commodity Securities Limited, ETFS Hedged Metal Securities Limited and ETFS Equity Securities Limited. He was also a director of GO UCITS ETF Solutions plc and of its manager GO UCITS Management Limited in Ireland, a trustee of ETFS Trust in the U.S., as well as the President and Chief Executive Officer of ETF Securities USA LLC. Assets under management immediately prior to the sale of those businesses were in excess of US\$25 billion. Previously,

Mr. Tuckwell was the founder and managing director of Investor Resources Limited, a boutique corporate advisory firm which specialised in providing financial, technical and strategic advice to the resources industry. He has more than 20 years of corporate and investment banking experience. Prior to the above activities, Mr. Tuckwell was Head of Mining Asia/Pacific at Salomon Brothers, Group Executive Director at Normandy Mining responsible for Strategy and Acquisitions and Head of Mergers and Acquisitions at Credit Suisse First Boston in Australia. He holds a Bachelor of Economics (Honours) and a Bachelor of Laws degree from the Australian National University.

Dr. Vince FitzGerald

Dr. FitzGerald has been a Director of ACIL Allen Consulting Group Pty Ltd, an Australian consulting company in economics, public policy and economic and financial regulation. He has been a director of that company since April 2013. From 1989 to 2013 he was a director of a predecessor company - Allen Consulting Group Pty Ltd. Prior to that time, he was a senior government official in Canberra, his career involving assignments in the Treasury, Prime Minister and Cabinet, Finance (Deputy Secretary), Trade (Secretary) and Employment, Education and Training (Secretary). He is a well-known expert on the superannuation industry in Australia, and is a superannuation fund trustee. He was until April 2018 the President of the Board of Governors of the Australian National University Endowment for Excellence. He was a member of the Victorian State Council of the Australian Institute of Company Directors, and for a number of years until 2015 its President and a member of the Institute's national board. He is a Fellow of the Institute and of the Institute of Public Administration, Australia. He was until July 2017 a director of The Conversation Media Group Limited. He was formerly a director of ING Australia Holdings Limited and Chairman of its Audit and Risk Management Committees. He was previously a director of ETF Securities Limited prior to the sale of its European and U.S. businesses in April 2018. He holds a Bachelor of Economics (First class Honours in Econometrics and a University Medal) from the University of Queensland, a PhD in Economics from Harvard University, an Honorary Doctorate of Laws from Monash University and an Honorary Doctorate of Economics from the University of Queensland. Dr. FitzGerald was made an Officer of the Order in Australia in June 2016.

3. About the Responsible Entity

Kris Walesby

Mr Walesby is the Chief Executive Officer and a director of ETFS Management (AUS) Limited. He has over 10 years' experience in the ETF industry. Prior to joining ETFS Management (AUS) Limited, he was Head of Capital Markets for Invesco PowerShares covering Europe, the Middle East and Africa, with responsibility for all aspects of business development and distribution. From 2010 to 2014, Mr. Walesby was the Global Head of Capital Markets for ETF Securities (UK) Limited with overall responsibility for the entire Capital Markets function including sell-side relationship management and development and buy-side sales support. Prior to that time, he worked at Blackrock and Deutsche Bank. He holds a Bachelor of Science (Honours) in Management from the University of Manchester Institute of Science and Technology (UMIST) and a Masters of Science in Investment Management from Cass Business School.

For personal use only

4. Investment Objectives and Strategy of the Fund

4.1 INVESTMENT OBJECTIVES OF THE FUND

The Fund aims to provide investors with an exposure (before fees and other costs) to the performance of the Reference Currency against the AUD. The investment objective, Reference Currency and Benchmark Rate for the Fund is set out in the Fund Supplement.

There is no guarantee that the returns provided by the Fund will meet this objective.

4.2 INVESTMENT STRATEGY

The Fund seeks to meet its investment objective by investing cash received in connection with Creations in the Reference Currency in interest bearing deposit accounts at a Deposit Bank. Cash received from Authorised Participants in connection with a Creation that is in the form of the Reference Currency will be deposited into the deposit account at the Deposit Bank. Cash received from Authorised Participants in connection with a Creation that is in the form of AUD will be converted by the Responsible Entity into the Reference Currency through a foreign exchange transaction at the relevant Benchmark Rate. The resulting cash will then be deposited in the Reference Currency into the appropriate interest bearing deposit account at the Deposit Bank.

The Responsible Entity may choose to hold its cash deposits with different financial institutions and in selecting which such institution will consider several factors such as the credit worthiness of the financial institution, the regulatory status of the financial institution, any interest rate offered and other terms applicable to any accounts. Again, in so doing, the Responsible Entity will take into account a number of factors and will act in such a way as to ensure that the best interests of Holders are protected.

ETFS Management (AUS) Limited does not take into account labour standards or environmental, social or ethical considerations in the selection, retention or realisation of an investment.

Further details relating to the Deposit Bank can be found in Section 10 (*Additional Information*).

4.3 PERFORMANCE

Details of the performance of the Fund and how its performance compares to the performance of the Benchmark Rate will be published on the website of the Responsible Entity at www.etfsecurities.com.au. Information relating to the past performance of the Fund can be found on the website of the Responsible Entity at www.etfsecurities.com.au. Investors should note that past performance is not an indicator or guarantee of future performance of the Fund.

For personal use only

5. Risks

An investment in the Fund will involve a degree of financial and investment risk. Investors should carefully consider the risks in this Section, as well as the other information contained in this RPDS, before making an investment in the Fund. The key risks of an investment in the Fund are set out below. However, these are not the only risks and investors should speak to their financial, legal and tax advisers to determine if an investment in the Fund is appropriate for their particular circumstances and to understand the risks involved before investing.

The return of capital and the performance of the Fund is not guaranteed by any person or organisation, including the Responsible Entity or any entity within the ETFS Capital Group. Investors should be aware that there is no guarantee that the investment strategy used will meet the investment objective of the Fund or that the process will not result in losses.

5.1 MARKET RISK

Day to day positive or negative movements in local and international financial markets and exchanges and factors that affect the investment climate and investor sentiment could all affect the level of the Reference Currency relative to the AUD. Such movements may have an adverse effect on the Benchmark Rate which could, accordingly, lead to a fall in the market price of the Units and a loss for investors.

5.2 VOLATILITY

In recent years, rates of exchange between currencies have become more volatile and this volatility may continue in the future, particularly in relation to emerging or developing nations' currencies. Historic fluctuations in a particular exchange rate are not necessarily indicative of future movements in that exchange rate and a significant movement in an exchange rate can occur in a very short period of time.

Factors that may influence the rate of exchange between currencies may include, without limitation:

- > changing supply and demand for a particular currency, government and monetary authority policy and intervention;
- > interest rate levels between two countries and the differential between such levels; or
- > global or regional political, economic or financial events that effect foreign exchange markets and a country's debt level and trade deficit.

Any change in the spot exchange rate of the Reference Currency (which is the standard rate offered in the market for immediate settlement (usually within 1-2 days of the

trade being placed)) against the AUD on any day will have either a positive or a negative impact on the Reference Currency.

5.3 GOVERNMENT POLICY AND INTERVENTION

Currency exchange rates can either float freely or be fixed by sovereign governments. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to other currencies. However, governments of other nations may, from time to time, prevent their currencies from floating freely by using a variety of techniques, such as intervention by a country's central bank, restrictions on local exchanges or markets, limitations on foreign investment in a country, other regulatory controls or taxes or changes in interest rates to influence the exchange rates of their currencies. These events and actions can be unpredictable and may cause unexpected volatility and instability with respect to a particular exchange rate. This could have a substantial and adverse effect on the Fund and, consequently, on the price of the Units of the Fund. Any reduction in the price of the Units could lead to losses for Holders if the value of the Units drops below the price the Holder paid for those Units.

Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a specified currency. Even if there are no actual exchange controls, it is possible that a currency may become unavailable.

Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by a change or reduction in the value of a currency. These governmental actions could change or interfere with currency valuations and currency fluctuations that would otherwise occur in response to economic forces, as well as in response to the movement of currencies across borders.

Again, any such events may have a substantial and adverse effect on the performance of the Fund which track an exchange rate referable to the Reference Currency and, consequently, on the price of Units.

5.4 INTEREST RATE RISK

The Fund will hold the Reference Currency in an interest bearing bank account denominated in the Reference Currency. Rates of interest paid can increase or decrease which will impact the amount of income which the Fund earns in any given year and there is no guarantee that the Fund's Assets will attract any interest.

5.5 LIQUIDITY RISK

Although it is expected that all of the Units of the Fund will be admitted to trading status on the AQUA market of the ASX, and a market maker has been appointed, there is no guarantee that there will be a liquid market for the Units. Investors are dependent on there being market makers

making a market in Units to ensure liquidity. If a market maker becomes unable to provide the market making services, the liquidity of the market for Units will be adversely affected. In these circumstances, the Responsible Entity will assume the obligations of a market maker and will seek to appoint another market maker.

Furthermore, in certain circumstances the ASX may suspend trading of the Units or remove the Units from quotation on the AQUA market, and the Responsible Entity may suspend Creations or Redemptions of the Fund in certain circumstances, which may or may not coincide with a trading suspension by the ASX. If during such a suspension those Units continue to trade on the AQUA market of the ASX, it is likely that the trading price for Units would differ from the Fund's Net Asset Value.

5.6 RESPONSIBLE ENTITY RISK

There is a risk that the Fund could terminate, that fees and expenses could change or that the Responsible Entity could be replaced as responsible entity of the Fund. Further, operational risks which arise as a result of carrying on a funds management business require the Responsible Entity and its external service providers to implement sophisticated systems and procedures. Some of these systems and procedures are specific to the operation of the Fund, and inadequacies within these systems and procedures or the people operating them could lead to a problem with the Fund's operation.

5.7 CURRENCY LIQUIDITY

Currencies may be difficult to buy or sell, particularly under adverse market conditions. This reduced liquidity would be likely to have an impact on the Benchmark Rate of a Reference Currency. This would have a corresponding effect on the value of Units and a Holder may suffer a loss as a result.

5.8 CREDIT RISK

In the case that the Fund transacts with or holds cash on deposit with a financial institution, the Fund and the Holders in the Fund may be exposed to the credit risk of that financial institution. If that financial institution fails or becomes insolvent, the Fund may lose some or all of its investments.

Nothing in this RPDS is, or may be relied upon as being, a representation as to any future event or a promise as to the future of the ability of any institution with which the Fund transacts to perform its obligations.

The Responsible Entity is not responsible for the credit worthiness of any financial institution with which it deals on behalf of the Fund. The Responsible Entity will undertake reasonable due diligence on any counterparties as part of its risk management and compliance system and will only transact with a counterparty where it meets the Responsible Entity's criteria, from time to time.

5.9 TAX RISK AND REGULATORY CHANGE RISK

The expected tax treatment of the Fund or an investment in the Fund may change as a result of changes in the applicable taxation and laws and interpretation of them and may impact the value of the Units of the Fund. A general summary of the treatment of the holding of Units is set out in Section 11 (*Taxation Considerations*).

We recommend that all investors seek independent advice before investing in the Fund. None of the Responsible Entity nor any member of the ETFs Capital Group provides tax advice to investors and, does not take any responsibility for, the taxation implications in respect of an investment in the Fund.

The operation of the Fund and the offer of the Units and investments therein are subject to various laws and regulations which may change during the term of a Holder's investment.

5.10 CHANGE OF LAW RISK

No assurance can be given as to the impact of any possible individual decision or changes to those laws and regulations which could have a negative impact on an investor's return.

5.11 POTENTIAL CONFLICTS OF INTEREST

The Responsible Entity and members of the ETFs Capital Group or related entities may conduct transactions as principal or as agent in various financial instruments, including the Reference Currency of the Fund. These activities, trading activities or any other activities may affect (positively or negatively) the value of such financial instruments at any point in time.

Further, the Authorised Participants or their Affiliates also trade in various sectors of the currency markets.

These activities could give rise to conflicts of interest which are adverse to the interests of Holders and could have a negative impact on the Net Asset Value of the Units the Fund which could result in a loss to Holders. For example, a market maker in a financial instrument linked to the performance of a currency may expect to hedge some or all of its position in that currency. Purchase (or selling) activity in the currency or related financial instruments in order to hedge the market maker's position may affect the market price of the currency which is the Reference Currency of the Fund, which in turn would affect the level of the Benchmark Rate and thus the Net Asset Value of the Units of the Fund.

With respect to any of the activities described above, no company in the ETFs Capital Group, the Authorised Participants or their respective Affiliates has any obligation to the Fund to take the needs of any buyers, sellers or Holders of Units into consideration at any time when conducting such transactions.

5. Risks

5.12 COMPLIANCE WITH FATCA

The U.S. Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the U.S. known as the Foreign Account Tax Compliance Act (“FATCA”). Under FATCA, a 30 per cent. withholding tax may be imposed on payments of U.S. source income and certain payments of proceeds from the sale of property that could give rise to U.S. source income, unless the Responsible Entity complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect U.S. Holders issued by a Fund to the U.S. Internal Revenue Service (“IRS”) or to the relevant Australian authority for onward transmission to the IRS. A Holder of Units that fails to provide the required information to the Responsible Entity may be subject to the 30 per cent withholding tax with respect to any payments directly or indirectly attributable to U.S. sources and the Responsible Entity might be required to redeem any Units held by such Holder.

Although the Responsible Entity will attempt to satisfy any obligations imposed on it to avoid the imposition of this withholding tax, no assurances can be given that the Responsible Entity will be able to satisfy such obligations. If the Fund becomes subject to a withholding tax as a result of FATCA, the return on some or all Units issued by the Fund may be materially and adversely affected. In certain circumstances, the Responsible Entity may compulsorily redeem some or all of the Units held by one or more Holders and/or may reduce the redemption proceeds payable to any Holder of Units.

5.13 LIMITED RECOURSE

Upon Redemption, the Holder only has recourse to the redemption price of the redeemable Unit which is payable by the Fund in the form of:

- (a) cash in AUD; or
- (b) cash in the Reference Currency.

Should there be insufficient assets in the Fund, the Holder will have no recourse to any assets of the Responsible Entity (except, in the case of the Responsible Entity, to the extent that the shortfall is due to fraud, wilful default or negligence of the Responsible Entity).

5.14 COMPULSORY EARLY REDEMPTION OF UNITS

The Fund may, in certain circumstances, redeem all or a portion of a Holder's Units of a particular class or classes.

Circumstances which may result in the Fund redeeming a Holder's Units early, and the notice period that applies to such redemptions are set out in Section 10.2 (a) (*Trust Deed of the Fund*) of this RPDS. In these circumstances, the Fund will elect to redeem the outstanding Units.

Consequently, an investment in Units may be redeemed earlier than desired by a Holder.

5.15 PERFORMANCE BY THE FUND AND PARTIES TO MATERIAL CONTRACTS

The value of a Unit depends on the ability of the Fund to perform its obligations under the Trust Deed as well as the ability of various persons to perform their obligations under the material contracts summarised in Section 10.2 (*Summary of Material Documents*) of this RPDS. These obligations are unsecured contractual obligations of the Fund or other third parties which will rank equally with other unsecured contractual obligations of these parties other than liabilities mandatorily preferred by law. Investors must make their own assessment of the ability of the Fund and any person involved in performing an obligation under the Transaction Documents in meeting their obligations concerning the Units.

5.16 TRADING RISK

In certain circumstances, the ASX may suspend trading of the Units of the Fund and therefore Holders will not be able to buy or sell Units on the ASX. In these circumstances, the Responsible Entity may suspend the application and redemption process. There may be other occasions where the Responsible Entity may suspend the application and redemption process, such as around the end of a distribution period or where other actors prevent the accurate calculation of Unit prices.

The ASX also imposes certain requirements for Units to continue to be quoted. The Responsible Entity will endeavour to meet these requirements at all times to ensure the Units remain quoted, although there can be no assurance that Units will remain quoted on the ASX. Under these circumstances, the Responsible Entity may take measures such as suspending the application and redemption process or potentially terminating the Fund. Although the Units are quoted on the AQUA market of the ASX there can be no assurances that there will be a liquid market for Units.

There is a risk that the market maker or an Authorised Participant may not satisfy their obligations in relation to delivery of the Reference Currency. This may affect the ability of Holders to trade Units on the secondary market, and may lead to an increase in price at which the Units trade on the ASX under the AQUA Rules.

5.17 CONCENTRATION RISK

The Fund aims to track the performance of the Reference Currency against the Australian dollar, before fees and expenses. As such, the Fund's holdings will not be diversified which may result in a greater degree of volatility in the net asset value of the Fund over time, relative to the value of a more broadly diversified portfolio.

This is not an exhaustive list of risks in the relation to an investment in Units. Prospective investors should consult with their financial adviser prior to making any investment and consider how an investment in Units in the Fund may fit into their own portfolio in light of their objectives, circumstances and needs.

6. Trading of Units

6.1 OVERVIEW

An application for Units (a “**Creation Request**”) or a request to redeem Units (a “**Redemption Request**”) may only be made by an Authorised Participant and may only be made in integer multiples of Creation Units. Redemptions are generally further restricted to Authorised Participants who are resident in Australia.

Creations and Redemptions are offered both in exchange for the Reference Currency or AUD.

Please refer to Section 10 (*Additional Information*) for further information on the roles and responsibilities of Authorised Participants and how to become an Authorised Participant.

Other investors may purchase or sell Units on the ASX through their broker.

6.2 SUBMISSION OF CREATION REQUESTS AND REDEMPTION REQUESTS

Creation Requests and Redemption Requests in respect of the Fund must be made by the Dealing Deadline on any Dealing Day for processing that day. Requests submitted after that time or otherwise than on a Dealing Day will be processed on the following Dealing Day. The date of processing of the Creation Requests and Redemption Requests is known as the Effective Date.

The System

The Responsible Entity has implemented a system (the “**System**”) for enabling Authorised Participants to make Creation Requests and Redemption Requests by means of a secure website and has agreed terms and provisions with the Authorised Participants to enable use of such System in substitution for the lodging of forms. It is expected that all Creations and Redemptions will be requested using the System.

In the event of a failure in the System, Creations and Redemptions may be requested using the forms and notices described below.

Forms

When the System is not in use, as notified to Authorised Participants by the Responsible Entity, Creation Requests and Redemption Requests must be submitted through the use of paper forms in such form as provided by the Responsible Entity or the Administrator, unless such condition is waived by the Responsible Entity or the Administrator. Completed forms should be submitted by email (details below), with the originals to follow via courier to the Registrar at the mailing address below.

Email address:

primarymarkets@etfsecurities.com.au

Mailing address:

Suite 2a, Level 11, 309 Kent Street,
Sydney, NSW 2000 Australia

All messages sent via email must contain a duly signed document as an attachment.

Notwithstanding the method of communication, the Responsible Entity and/or the Administrator reserve the right to ask for the production of original documents or other information to authenticate the communication. In the case of mis-receipt or corruption of any message, the Authorised Participant will be required to re-send the documents.

Each Authorised Participant will also be required to acknowledge in any Creation Request or Redemption Request that Responsible Entity and/or the Administrator may disclose to each other, to any other service provider for the Fund or to any regulatory body in any applicable jurisdiction to which any of the Responsible Entity and/or the Administrator is or may be subject, copies of the Authorised Participant’s Creation Requests or Redemption Requests and any information concerning the Authorised Participant in their respective possession, whether provided by the Authorised Participant to the Responsible Entity and/or the Administrator or otherwise, including details of that Authorised Participant’s holdings in the Fund, historical and pending transactions in the Units of the Fund and the values thereof, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.

A binding commitment to apply for or redeem Units is irrevocable without the consent of the Responsible Entity. The Responsible Entity may reject a Creation Request for Units in whole or in part without giving any reason for the rejection.

6.3 CREATIONS

Creation Requests may be made by an Authorised Participant on any Dealing Day. A Creation Request shall be valid provided that:

- (a) it provides all information requested by the Responsible Entity;
- (b) it specifies a whole number of Units to be created;
- (c) it is for at least the Minimum Creation Amount; and
- (d) it is made prior to the Dealing Deadline for the Fund.

Any Creation Requests received after the Dealing Deadline will be held over until the next Dealing Day and treated as if received the following Dealing Day. The Responsible Entity may, in its absolute discretion choose to waive any of these requirements.

An Authorised Participant must pay to the Responsible Entity a Creation Fee in respect of a Creation Request.

6. Trading of Units

SUBSCRIPTION PRICE

The subscription price of Units during the Initial Offer Period for the Fund shall be set out in the Fund Supplement. The subscription price of Units subscribed for after the Initial Offer Period will be the aggregate of the Net Asset Value of the Units the subject of the Creation Request on the Dealing Day, and the Transaction Costs.

SETTLEMENT OF CREATIONS

Creation Requests received before the Dealing Deadline on a Dealing Day will generally be settled as follows:

Settlement in the Reference Currency

Creation of Units in return for the Reference Currency will generally be delivered to an Authorised Participant in CHESS on the Settlement Date on a free of payment basis provided that the Authorised Participant has delivered an amount of Reference Currency representing the subscription price to the Fund by the Delivery Deadline.

Settlement in AUD

Creation of Units in return for AUD will generally be settled with an Authorised Participant in CHESS on the Settlement Date on a delivery versus payment basis.

In the case of Creations this means delivery of the AUD representing the subscription price from the Authorised Participant in exchange for delivery by the Fund of the Units the subject of the Creation Request.

FAILURE TO DELIVER FOREIGN CURRENCY

In the event that an Authorised Participant fails to deliver to the Responsible Entity the amount of AUD or Reference Currency required in connection with a Creation Request, the Responsible Entity or its delegate may reject the Creation Request, and in the case of failed delivery of AUD by the Authorised Participant may require the Authorised Participant to pay a fee at least equal to the costs or losses incurred by the Responsible Entity in connection with the Creation Request. The Responsible Entity will have the right to sell or redeem all or part of the Authorised Participant's holding of Units in order to meet some or all of these charges.

6.4 REDEMPTIONS

Where the Fund is liquid, Redemption Requests may be made by an Authorised Participant only on any Dealing Day. A Redemption Request shall be valid provided that:

- (a) it provides all information requested by the Responsible Entity including any information necessary to fully redeem Units;
- (b) it specifies a whole number of Units to be redeemed;
- (c) it is for at least the Minimum Redemption Amount;
- (d) the Redemption Request is given by the person who, to the knowledge, or in the reasonable opinion of the Responsible Entity, was registered as the Holder of that Unit at the Dealing Deadline on the day on which the Redemption Request is received; and

- (e) it is made prior to the Dealing Deadline for the Fund.

Any Redemption Requests received after the Dealing Deadline will be held over until the next Dealing Day and treated as if received the following Dealing Day.

The Responsible Entity may, in its absolute discretion choose to waive any of these requirements.

In the event that the Responsible Entity has notified Holders that the Fund is open for direct redemptions by Holders other than Authorised Participants, then the Minimum Redemption Amount referred to above will not apply.

Where the total Redemption Requests for the Fund represents 10% or more of the Net Asset Value of the Fund, the Responsible Entity may reduce each Redemption Request rateably so that the total number of Units of the Fund for redemption on that Dealing Day shall not exceed 10% of the Net Asset Value of the Fund.

A Responsible Entity intends on satisfying a Redemption Request as soon as reasonably practicable, and in any event within 21 days of the Redemption Date.

Suspension of redemptions

Subject to any cooling off rights under the Corporations Act, the Trust Deed for the Fund allows the Responsible Entity to suspend the redemption or creation of Units for up to 28 days in certain circumstances, including:

- (a) if it is impracticable for the Responsible Entity to calculate the Net Asset Value;
- (b) the redemption would cause the Responsible Entity to breach any law, regulation or obligation;
- (c) quotation of Units is suspended, halted or revoked or the Responsible Entity's approval as an AQUA Product Issuer is suspended or revoked;
- (d) the investments of the Fund suspend, delay or restrict the redemption, issue or payment of redemption proceeds or are unable to provide a withdrawal price;
- (e) assets of the Fund cannot be realised at prices which would be obtained if they were realised in an orderly fashion over a reasonable period in a stable market;
- (f) the Responsible Entity reasonably estimates that it must sell 10% or more (by value) of the assets of a Fund to meet unmet Redemption Requests;
- (g) Holders who continue to hold Units may bear a disproportionate burden of capital gains tax or other expenses or would otherwise be at a disadvantage;
- (h) is allowed by ASIC relief or the Responsible Entity considers that it is in the best interests of the Holders; or
- (i) it is otherwise legally permitted.

REDEMPTION PRICE

The redemption price of Units will be the aggregate of the Net Asset Value of the Units the subject of the Redemption Request on the Dealing Day less the Transaction Costs and less the redemption dividend (if any).

SETTLEMENT OF REDEMPTIONS

Redemption Requests received before the Dealing Deadline on a Dealing Day will generally be settled as follows:

Settlement in the Reference Currency

Redemption of Units in return for the Reference Currency will generally be settled on the Settlement Date on a free of payment basis, provided that the Authorised Participant has delivered the Units, the subject of the Redemption Request to the Fund in CHESSE.

This means delivery by the Authorised Participant of the Units the subject of the Redemption Request to the Responsible Entity, following which the Responsible Entity will transfer the redemption proceeds (being the redemption price less the Transaction Costs) in the Reference Currency to the account designated for such by the Authorised Participant.

Settlement in AUD

Redemption of Units in return for AUD will generally be settled with an Authorised Participant on the Settlement Date on a delivery versus payment basis.

This means delivery by the Authorised Participant of the Units the subject of the Redemption Request in exchange for delivery by the Fund of the AUD.

Redemption payments will not be made to third parties and no redemption proceeds shall be paid until all anti-money laundering procedures have been completed.

FAILURE TO DELIVER UNITS

In the event that an Authorised Participant fails to deliver to the Responsible Entity the Units, the subject of a Redemption Request, such Units will not be redeemed and the Redemption Request will be deemed rejected by the Responsible Entity. In the case of a failure to deliver any Units in connection with Redemption in return for AUD, the Responsible entity may require the Authorised Participant to pay a fee at least equal to the costs or losses incurred by it or the Fund in connection with the original Redemption Request.

6.5 CREATION FEES AND REDEMPTION FEES

Creation Fees and Redemption Fees will only be payable by Authorised Participants on Creation Requests and Redemption Requests, and will not be payable by investors who buy and sell Units on the ASX.

The Responsible Entity will charge Authorised Participants a Creation Fee for each Creation Request and a Redemption Fee for each Redemption Request (which may be waived

in whole or in part at the Responsible Entity's discretion), regardless of the number of Units to be created or redeemed. The Creation Fee and Redemption Fee for the Fund are set out in the Fund Supplement.

In the event of a compulsory redemption or where a Holder lodges a Redemption Request when there are no Authorised Participants, the Redemption Fee will be an amount equal to the Responsible Entity's cost in satisfying such Redemption Request, and of giving any redemption notice and that amount will be charged by the Responsible Entity by way of a deduction from the redemption proceeds due to such Holder.

The Issuer may vary the Creation Fees and Redemption Fees at any time after giving 30 days' written notice to Authorised Participants and through the Market Announcements Platform.

6.6 THE SECONDARY MARKET FOR UNITS

The Units are intended to be quoted on the ASX. Holders are generally expected to buy and sell their Units through trading on the ASX. The ASX takes no responsibility for the contents of this RPDS.

The Units are expected to be available for continuous trading throughout the day on the ASX, and will be quoted products traded in SEATS and settled via CHESSE.

ASX quotation of the Units will be pursuant to the AQUA Rules. The Fund and its Units will not be listed on the ASX pursuant to the ASX Listing Rules. The Units are quoted under the AQUA Rules because the value (or price) of the Units is dependent upon the performance of the underlying Reference Currency rather than the financial performance of the Fund. Accordingly, a great deal of the disclosure, corporate governance and corporate control rules in the ASX Market Rules for the shares of listed companies do not apply to the Units.

More information about the AQUA Rules is available from the ASX's website: www.asx.com.au. A summary of the main differences between a quotation on the AQUA market and a listing under the ASX Listing Rules is also set out at the front of this RPDS.

Investors may be charged a brokerage or commission by their broker when buying and selling Units on the ASX. All investors should refer to their broker for further details on their fees and charges.

6.7 AVAILABILITY OF CREATIONS AND REDEMPTIONS

The Responsible Entity is not required to accept any Creation Requests or Redemption Requests or may determine to accept a Creation or Redemption request in whole or in part.

6. Trading of Units

6.8 HOLDER REDEMPTIONS IN EXTRAORDINARY CIRCUMSTANCES

In certain circumstances, for example where there are no Authorised Participants, Holders who are not Authorised Participants may redeem their Units directly with the Fund by completing the Redemption Form. Holders redeeming in these circumstances will receive a cash amount equal to the Net Asset Value per Unit of the Fund multiplied by the number of Units being redeemed less any applicable fees as described above.

Suspension of AQUA market trading: If Units are suspended from trading on the AQUA market for more than 5 consecutive trading days, Holders (including those Holders who are not Authorised Participants) have a right to withdraw from the Fund and receive payment for their interests in money within a reasonable time of request unless any of the following apply:

- (a) the Fund is being wound-up;
- (b) the Fund is not liquid as defined in subsection 601KA(4) of the Corporations Act; or
- (c) the Responsible Entity suspends withdrawals in accordance with the Trust Deed.

Illiquid Fund

If the Fund is not liquid (as defined in subsection 601KA(4) of the Corporations Act), Holders (including Authorised Participants) will have no right to redeem their Units and will only be able to redeem where the Responsible Entity makes a withdrawal offer to Holders in accordance with the Corporations Act. The Responsible Entity is not required to make any such offer.

6.9 HOLDING LOCKS

While the Fund is quoted and subject to the AQUA Rules, the Responsible Entity may request a Holding Lock be applied to any of its Units where:

- (a) the Responsible Entity has a lien on the Units the subject of the transfer;
- (b) the Responsible Entity is served with a court order that restricts a Holder's capacity to transfer the Unit;
- (c) registration of the transfer may break an Australian law and the ASX has agreed in writing to the application of a Holding Lock (which must not breach the Settlement Rules) or that the Responsible Entity may refuse to register a transfer;
- (d) if the transfer is paper-based, either a law related to stamp duty prohibits the Responsible Entity from registering it or the Responsible Entity is otherwise allowed to refuse to register it under the AQUA Rules;
- (e) if the transfer is paper-based, registration of the transfer will create a new holding which at the time the transfer is lodged is less than a 'marketable parcel' as defined in the AQUA Rules;

- (f) the Holder has lodged a Redemption Request, and for any reason whatsoever, the Units have not terminated;
- (g) the relevant Holder has agreed in writing to the application of a Holding Lock (which must not breach the Settlement Rules) or that the Responsible Entity may refuse to register a transfer; or
- (h) it is otherwise permitted under the AQUA Rules, and the Responsible Entity must do so if the AQUA Rules require, but must tell the Holder or the broker as the Corporations Act or the AQUA Rules require.

6.10 PUBLICATION

The Net Asset Value of the Fund will be published on each Business Day on the website of the Responsible Entity at: www.etfsecurities.com.au.

6.11 CHESS

The Fund participates in the Clearing House Electronic Sub register System ("CHESS"). The Fund will not issue certificates for Units to Authorised Participants who are issued Units. The Registrar, on behalf of the Fund, will provide each Holder with an uncertificated securities holding statement which will set out the Units issued or transferred to the Holder. If applicable, the holding statement will inform each Holder of their "Holder Identification Number" and the "Sponsoring Issuer Number" as used by CHESS.

6.12 COMPULSORY REDEMPTION

The Responsible Entity may in its absolute discretion, upon a minimum of 60 days' notice to a Holder, redeem all or a portion of Units of the Fund held by such Holder in its absolute discretion if:

- (a) the Responsible Entity believes that the Units are held in breach of prohibitions contained in the Trust Deed;
- (b) the Responsible Entity determines that the Fund is uneconomical to operate;
- (c) a Holder made a misrepresentation in acquiring its Units;
- (d) a Holder is a registered holder of Units having an aggregate value of less than the Minimum Holding, provided that it does so in accordance with the terms of the Trust Deed, the Corporations Act (including any ASIC Relief) and the AQUA Rules (while the Fund is Quoted); or
- (e) subject to the Corporations Act and the AQUA Rules, the Responsible Entity considers it to be in the best interests of members or in such other circumstances as the Responsible Entity determines in its absolute discretion.

The Responsible Entity may in its absolute discretion, upon a minimum of 3 Business Day's notice to a Holder, redeem all or a portion of Units of the Fund held by such Holder in its absolute discretion if:

- (a) the Responsible Entity believes that the Units are held in circumstances which might result in a violation of an applicable law or regulation, or subject the Fund to taxation or otherwise adversely affect the Fund in any material respect; or
- (b) the Responsible Entity determines that the continued participation of a Holder might cause the Responsible Entity or any Holder to violate any law or if any litigation is commenced or threatened against the Responsible Entity or any Holder arising out of the participation of the Holder in the Fund.

6.13 PAYMENT METHOD

Any cash payments to be made to Holders (including Authorised Participants) may be paid in any manner the Responsible Entity determines, such as by electronic means.

7. Valuation and Unit Pricing

7.1 NET ASSET VALUE

The amount per Unit payable from or to an Authorised Participant upon a Creation or Redemption is calculated by reference to the Net Asset Value of the Fund. The Net Asset Value of the Fund is calculated by totalling the values of each of the assets of the Fund and deducting from such total all Liabilities attributable to the Fund.

The Net Asset Value per Unit will then be determined using the following formula:

$$\frac{\text{NET ASSET VALUE OF THE FUND}}{\text{NUMBER OF UNITS OF THE FUND ON ISSUE}}$$

with each input calculated as at the Valuation Time for the Fund. The Net Asset Value of the Fund will be an amount determined in AUD, and will be published on the Responsible Entity's website at www.etfsecurities.com.au. The Net Asset Value will be calculated at the Valuation Time on each Dealing Day.

7.2 INDICATIVE NET ASSET VALUE PER UNIT

As at the date of this RPDS, the Responsible Entity intends to make available, or designate other persons to make available on its behalf, an estimated indicative Net Asset Value per Unit ("iNAV") for the Fund. It will do so by providing such information on the Responsible Entity's website (www.etfsecurities.com.au) on each Dealing Day. The iNAV will be calculated based upon information available to the Responsible Entity or its designate during the Dealing Day or any portion of the Dealing Day from time to time, and for informational purposes only. Any iNAV is not, and should not be taken to be or relied on as being, the value of a Unit or the price at which Units may be applied for or redeemed, or bought or sold on the ASX, and may not reflect the true value of a Unit. Investors interested in applying for or redeeming Units, or buying or selling Units on the ASX, should not rely on any iNAV which is made available in making investment decisions but should consider other market information and relevant economic factors. Neither the Responsible Entity nor any designate or other service provider to the Responsible Entity shall be liable to any person who relies on the iNAV. No assurance can be given that any iNAV will be published continuously, will be up to date or free from error.

7.3 LIABILITIES OF THE FUND

The Responsible Entity expects that the only liabilities that will be incurred by the Fund will be the Management Fees and certain expenses set out in Section 8 (*Fees and Expenses*).

7.4 VALUATION POLICY

It is expected that the Fund's assets will consist of deposits of the Reference Currency held in an interest bearing account at a Deposit Bank.

Cash held by the Fund in the Reference Currency will be valued at its notional value in AUD by using the Benchmark Rate for the Fund at the Valuation Time.

In determining the Net Asset Value of the Fund and the Net Asset Value per Unit of the Fund, the Administrator will follow the valuation policy as set out above. For the purpose of calculating the Net Asset Value of the Fund, the Administrator shall, and shall be entitled to, rely on, and will not be responsible for the accuracy of, financial data furnished to it by the Responsible Entity, market makers and/or independent third party pricing services. The Administrator may also use and rely on industry standard financial models in pricing any of the Fund's securities or other assets. If and to the extent that the Responsible Entity is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value of the Fund and shall not be liable to the Fund or Holders in so doing.

The valuation methods applied by the Responsible Entity to value the Fund's assets and liabilities are consistent with applicable industry standards and result in Net Asset Value per Unit calculations that are independently verifiable. The Responsible Entity's Unit Pricing Policy contains further information about how it calculates the NAV per Unit. This policy complies with ASIC requirements, and the Responsible Entity will observe this policy in relation to the calculation of the NAV per Unit and will record any exercise of discretion outside the scope of this policy. Investors can request a copy of the policy free of charge by contacting the Responsible Entity. Details of the daily Net Asset Value per Unit will be published by the Responsible Entity on its website at www.etfsecurities.com.au on each ASX Trading Day.

8. Fees and Expenses

8.1 CONSUMER ADVISORY WARNING

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100,000 to \$80,000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.

TO FIND OUT MORE

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

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment, or from the assets of the Fund as a whole. Information in relation to taxes is set out in Section 11 (*Taxation Considerations*).

You should read all the information about fees and costs because it is important to understand their impact on your investment. Unless otherwise stated, all amounts specified in this RPDS include the GST, net any reduced input tax credits.

8.2 TYPES OF FEES OR COSTS

The table below sets out the range of fees payable under this RPDS. Holders should refer to the Fund Supplement for more information.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
Fees when your money moves in or out of the Fund:		
Establishment fee: The fee to open your investment.	Nil.	Not applicable.
Contribution fee: The fee on each amount contributed to your investment.	Authorised Participants: \$550 Other Holders: \$0	A fee payable only by Authorised Participants to the Responsible Entity. For the contribution fee applicable to the Fund, please see the Fund Supplement where it is referred to as a Creation Fee.
Withdrawal fee: The fee on each amount you take out of your investment.	Authorised Participants: \$500 Other Holders: \$0	A fee payable only by Authorised Participants to the Responsible Entity. For the redemption fee applicable to the Fund, please see the Fund Supplement.
Exit fee: The fee to close your investment.	Nil.	Not applicable.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
Management Costs		
Management Costs: The fees and costs for managing your investment.	0.30% of the Net Asset value of the Fund.	<p>As at the date of this PDS, the management costs of the Fund consist of the following components:</p> <p>Management fee</p> <p>0.30% per annum of the Fund's Net Asset Value.</p> <p>The management fee is calculated and accrued daily as a percentage of the Fund's Net Asset Value and reflected in daily Net Asset Value per Unit. The amount is deducted from the Fund's assets monthly in arrears after the end of the relevant month.</p> <p>Plus</p> <p>Recoverable expenses*</p> <p>0.00% per annum of the Fund's Net Asset Value.</p> <p>The recoverable expenses are calculated and accrued daily as a percentage of the Fund's Net Asset Value, and reflected in the daily Net Asset Value per Unit. The amount is deducted from the Fund's assets monthly on or after the first day of the following month.</p> <p>Plus</p> <p>Indirect costs</p> <p>0.00% per annum of the Fund's Net Asset Value.</p> <p>For the management costs applicable to the Fund, please see the Fund Supplement.</p>
Service fess		
Switching fee: The fee for changing investment options.	Nil.	Not applicable.

* As the Fund is not newly established, this figure reflects the recoverable expenses that were actually incurred by the Fund in the previous financial year.

** A buy/sell spread and Transaction Costs may also apply. Please see Section 8.4 (Additional Explanation of Fees and Costs) for more information.

Any of the Fees set out above may in some cases and if permitted by applicable laws and regulations be negotiated with certain investors.

The fees and costs may be charged to investors by making deductions from the assets of the Fund.

8. Fees and Expenses

8.3 EXAMPLE IMPACT OF FEES ON THE NET ASSET VALUE ON A FUND

This table give an example of how fees and costs in the Fund can affect your investment over a one-year period. You should use these tables to compare this product with other managed investment products.

EXAMPLE		BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR
Contribution Fees	\$550 if you are an Authorised Participant*	For every additional \$5,000 you put in, you will be charged: \$550 if you are an Authorised Participant; and \$0 if you are not an Authorised Participant.
PLUS Management Costs	0.30% per annum of the Net Asset Value of the Fund	AND, for every \$50,000 you have in the Fund you will be charged \$150 each year.
Equals Cost of Units	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: \$650 if you are an Authorised Participant; and \$150 if you are not an Authorised Participant. What it costs you will depend on if you are an Authorised Participant, the Fund you invest in and the fees you negotiate.	

* We have assumed that the \$5,000 contribution is made by way of a cash subscription on the last day of the year.

** Please note that this is an example only. In practice, the actual investment balance of a Holder will vary daily and the actual fees and expenses we charge are based on the value of the Fund, which fluctuates daily.

8.4 ADDITIONAL EXPLANATION OF FEES AND COSTS

Creation and Redemption Fees

Fees as set out in the Fund Supplement will be charged to Authorised Participants in respect of all Creation Requests and Redemption Requests (subject to the discretion of the Responsible Entity to waive such fees in whole or in part).

Creation and Redemption Fee are paid to the Responsible Entity out of the subscription amount or redemption amount. The Responsible Entity may waive or vary the Creation and Redemption Fee at any time provided that any increase in these fees shall only be done following 30 days' notice given to Authorised Participants and an announcement on the ASX Market Announcements Platform.

The Creation and Redemption Fee are not deducted from the assets of the Fund and do not therefore affect the Net Asset Value of the Fund.

Management Costs

The management costs for the Fund include all relevant ongoing fees and other costs involved in managing the Fund. The management costs are made up of the Management Fee, recoverable expenses (if any) and indirect costs (if any).

Management Fee

The Management Fee is charged by the Responsible Entity for overseeing the Fund's operations, providing access to

the Fund, and managing their investment strategies. The Management Fee accrues daily in the Net Asset Value of the Fund and is payable to the Responsible Entity in arrears after the end of the relevant month.

The Management Fee applicable to the Fund is set out in the Fund Supplement.

Recoverable expenses

The recoverable expenses represent the operating expenses incurred in the operation of the Fund, which may be recovered by the Responsible Entity.

For the Fund, the Responsible Entity shall pay from its Management Fee the customary administrative expenses of the Fund, including levies, duties and fees of other service providers (but excluding Transaction Costs, see below). The Responsible Entity shall be entitled to recover from the assets of the Fund:

- > any costs, fees and expenses incurred in respect of any extraordinary matters relating to the Fund including without limitation any investigations, disputes, legal or arbitration proceedings, claims (other than the usual claims of undisputed subscription or redemption payments), any Holders' meetings convened in taking action to comply with additional regulatory requirements; and
- > any costs, fees and expenses incurred in restricting or terminating the Fund.

If the Fund incurs an extraordinary expense, an amount will be deducted from the Net Asset Value of the Fund to pay such expense. No amounts shall be transferred to the Responsible Entity's nominated account for payment of any extraordinary expense before such expense is actually due for payment.

The Responsible Entity, as at the date of this RPDS, reasonably estimates that the recoverable expenses of the Fund are 0.00% of the Net Assets of the Fund. As the Fund is not newly established, this figure reflects the recoverable expenses that were actually incurred by the Fund in the previous financial year.

Indirect Costs

Indirect costs are any amounts that we know or where required, reasonably estimate, will reduce the Fund's returns that are paid from the Fund's assets (other than the management fee, recoverable expenses, and transactional and operational costs) or that are paid from the assets of any interposed vehicle (such as an underlying fund) in which the Fund may invest.

The Responsible Entity, as at the date of this RPDS, reasonably estimates that the indirect costs of the Fund are 0.00% of the Net Assets of the Fund. As the Fund is not newly established, this figure reflects the indirect costs that were actually incurred by the Fund in the previous financial year.

Transaction Costs

These are the Transaction Costs which will apply either to a Creation or Redemption of Units in the Fund by an Authorised Participant. These costs are an additional cost and are not included in the management costs.

The Responsible Entity, as at the date of this RPDS, reasonably estimates that the transaction costs of the Fund are 0.00% of the Net Assets of the Fund. As the Fund is not newly established, this figure reflects the indirect costs that were actually incurred by the Fund in the previous financial year.

In relation to a Creation or Redemption, the Transactions Costs will be charged to the relevant Authorised Participants to:

- > ensure that other Holders in the Fund are not adversely affected by transaction costs in respect of the creation or redemption of new Units. As the level of the Benchmark Rate does not reflect transaction costs in relation to executing the underlying basket (i.e. third party brokerage costs etc.), an Authorised Participant must pay these costs to limit any tracking error arising from a Creation or Redemption; and
- > take into account market movements and movement of foreign exchange rates during the Creation or Redemption process and ensure that the amount paid/received reflects the true value of the Units.

Transaction Costs will be retained as an asset of the Fund, and are not paid to the Responsible Entity.

Buy-Sell Spread

Where you buy or sell Units on the ASX, the buy-sell spread (being the difference between the buy-price and the sale-price) is retained by the market maker (not the Responsible Entity) The buy-sell spread may change at any time without notice. The buy-sell spread does not represent a separate fee charged to a Holder or potential Holder, and instead reduces the amount that a Holder receives from the sale of their Units to the market maker, or, in the case of a potential Holder, increases the price of the Units.

8.5 BROKERAGE AND COMMISSIONS

Investors may buy and sell Units through financial intermediaries who may impose transaction, brokerage, administrative or other direct fees, which fees would not be imposed if Units were purchased directly from the Fund. Investors should contact their financial intermediaries for further details of these fees and charges.

8.6 CHANGES IN FEES AND EXPENSES

The fees and expenses associated with an investment in Units of the Fund may be changed at the discretion of the Responsible Entity.

However, any increase in any fees will only be made following the expiry of 30 days' notice given to Holders by way on an announcement on the ASX Market Announcements Platform.

As at the date of this RPDS, the Responsible Entity has no intention of changing any of the fees described herein.

8.7 GOVERNMENT TAXES AND DUTIES

Government taxes and duties may be applied as appropriate. In addition to the fees and costs described in this section, standard government fees, duties and bank charges may also apply such as stamp duties. Some of these charges may include additional GST and will apply to your investments and withdrawals as appropriate.

8.8 REBATES

The Responsible Entity may, from time to time, agree to pay, on behalf of investors, their brokerage costs to their broker. An investor's broker will inform investors that the Responsible Entity is paying their brokerage, and the investor will not need to pay any brokerage for buying or selling Units via ASX.

9. Distributions

9.1 REGULAR DISTRIBUTIONS OF INCOME

Holders of Units in the Fund at the end of a distribution period are entitled to a pro-rata share of the distributable income of the Fund from any interest earned on the bank accounts of the Fund based on the number of Units held at the end of the distribution period.

It is expected that the Fund will make one distribution per annum, with distribution periods ending on 30 June each year. The amount of each distribution will vary depending on the income generated by the assets of the Fund and there may be periods when the Fund does not pay a distribution. There is no guarantee that the Fund will receive any income and make any distributions to Holders.

Distributions are expected to be paid to Holders within 30 days of the end of the distribution period.

Distributions may be reinvested under the Distribution Reinvestment Plans as described below.

9.2 ANNUAL TAX STATEMENT

At the end of each financial year the Responsible Entity will issue a tax statement to each Holder of the Fund entitled to distributable income during a financial year. The tax statement will detail the amount and composition of the taxable income of the Fund to which the Holder is entitled.

9.3 DISTRIBUTION REINVESTMENT PLAN

A Distribution Reinvestment Plan is available to eligible Holders. Participation in the Distribution Reinvestment Plan is subject to the rules of the Distribution Reinvestment Plan policy document available from the website of the Responsible Entity (www.etfsecurities.com.au). Holders can choose to:

- (a) participate in the Distribution Reinvestment Plan, where all distributions are reinvested in additional Units in the Fund; or
- (b) have their distributions paid directly into a nominated bank account in cash (via electronic funds transfer).

Partial reinvestment will not be available.

Holders can notify the Registrar which of the above alternatives they wish to elect by completing the relevant forms. Details regarding when Holders' elections must be notified as above, for a particular distribution, will generally be announced via the ASX Markets Announcements Platform.

If a Holder does not elect one of the above alternatives, distributions will automatically be paid in cash.

For personal use only

10. Additional Information

10.1 SERVICE PROVIDERS TO THE FUND

(a) The Administrator

The Administrators will perform certain administrative, accounting, and other services to the Fund, subject to the overall supervision of the Responsible Entity.

R&H Fund Services (Jersey) Limited is a company incorporated in Jersey on 29 November 1988 with limited liability. It is not involved in any other business activities other than that of acting as manager and administrator of collective investment schemes and is a wholly owned subsidiary of Rawlinson & Hunter in Jersey and is regulated by the Jersey Financial Services Commission.

(b) The Registrar

Computershare Investor Services Pty Limited has been appointed as the Registrar of the Fund under the Registrar Agreement.

The services to be provided by the Registrar will include (i) verifying the identity of prospective investors in accordance with applicable anti-money laundering policies and procedures, (ii) maintaining the Fund's register of Holders, (iii) generally performing actions related to the issuance, transfer and redemption of the Units, (iv) furnishing annual financial statements and tax statements, and (v) performing certain other administrative and clerical services in connection with the Fund as agreed between the Responsible Entity and the Registrar.

(c) The Deposit Bank

ANZ is currently the only Deposit Bank.

ANZ and its subsidiaries (together, the "ANZ Group"), which began its Australian operations in 1835 and its New Zealand operations in 1840, is one of the four major banking groups headquartered in Australia. ANZ is a public company limited by shares incorporated in Australia and was registered in the State of Victoria on 14 July 1977. ANZ's registered office is located at Level 9, 833 Collins Street, Docklands, Victoria, 3008, Australia and the telephone number is +61 3 9683 9999. Its Australian Business Number is ABN 11 005 357 522.

The ANZ Group provides a broad range of banking and financial products and services to retail, small business, corporate and institutional customers. Geographically, operations span Australia, New Zealand, a number of countries in the Asia Pacific region, the United Kingdom, France, Germany and the United States.

The Responsible Entity may choose to hold its cash deposits with different financial institutions and in selecting which such institution will consider several factors such as the credit worthiness of the financial institution, the regulatory status of the financial institution, any interest rate offered and other terms applicable to any accounts.

Investors should note that deposits with a Deposit Bank held by the Fund will not benefit from the Australian Government's Financial claims Scheme.

(d) The Authorised Participants

Only Authorised Participants can create Units directly with the Fund. A person can only be an Authorised Participant if it:

- (a) is a bank, securities house or other market professional approved by the Responsible Entity (in its absolute discretion);
- (b) is an authorised person, being a person who holds an AFS Licence as authorised by ASIC for the purposes of the Corporations Act; and
- (c) has been approved by the Responsible Entity and entered into an Authorised Participant Agreement with the Responsible Entity.

The Authorised Participant Agreement sets out certain requirements which must be met by the Authorised Participant. These include participation in CHES, compliance with certain selling restrictions in respect of the Units, maintenance of all applicable registrations and qualifications required to meet its obligations under the Authorised Participant Agreement and compliance with the Corporations Act, Operating Rules, and other applicable laws.

If the relevant requirements cease to be met by any such entity, the Responsible Entity may take such steps as it believes necessary to seek to ensure that the interests of the Fund and Holders therein as a whole are protected (which may include rejecting any further Creation Requests from such entity). Holders should contact the Responsible Entity to ascertain the requirements for becoming an Authorised Participant.

The Responsible Entity intends to encourage a number of market participants to sign up as Authorised Participants from time to time.

The current Authorised Participants, who have been approved by the Responsible Entity, are listed on its website at www.etfsecurities.com.au. The terms in relation to each Authorised Participant may be amended from time to time and may include commitments for an Authorised Participant to:

- > make markets on varying terms;
- > maintain particular maximum spreads and minimum lot sizes;
- > maintain an AFS Licence;
- > comply with ASX Rules, the Law and applicable legislation and regulations; and
- > satisfy the Anti-Money Laundering and Counter-Terrorism Financing program which the Responsible Entity has in place from time to time.

(e) Market Maker

The role of a market maker is to facilitate an orderly and liquid market in the Fund and to satisfy supply and demand for Units on the ASX. They do this by:

- > subject to certain conditions, providing liquidity to the market through acting as the buyer and seller of Units on the ASX during a significant part of the trading day; and
- > Creating and Redeeming Units directly with the Fund, which helps to ensure the number of Units on issue matches supply and demand.

The Responsible Entity intends to appoint market makers that:

- > have experience in making markets in exchange traded securities both in Australia and internationally;
- > have the necessary skill, expertise and financial capacity to perform market making functions; and
- > are ASX participants and have agreements in place with the ASX to provide certain market making services.

To qualify for admission as an ASX participant, a firm must meet admission requirements set out in the ASX Operating Rules, which require the firm to hold an Australian financial services licence that authorises it to carry on its business as a market participant to satisfy ASX of various matters, including organisational competence and business integrity. The market maker(s) selected by the Responsible Entity from time to time will be listed on its website at www.etfsecurities.com.au.

Generally, arrangements with a market maker will specify certain permitted circumstances in which the market making obligations may be suspended (such as operational disruptions, market disruptions or unusual conditions including those which make the market maker's ability to perform the market making function impossible, impracticable or unduly onerous such as a fast market, other events set out in the ASX Operating Rules, the suspension or rejection by the Responsible Entity of applications for Units or redemption requests, or the market maker not having ASIC relief to allow short selling of Units). There can be no assurances that there will be a liquid market for the Units. The Responsible Entity has in place market making arrangements to assist in maintaining liquidity for the Fund on the ASX but the Responsible Entity cannot guarantee that a market maker will fulfil its obligations or that a market maker will continue to be appointed. The arrangements with the market maker may limit or exclude any liability on the part of the market maker. Subject to the AQUA Rules and agreements with market maker, the Responsible Entity may replace or terminate the market maker. The Responsible Entity may determine to no longer appoint market makers in respect of the Fund in circumstances where it is no longer required to do so under the AQUA Rules. A market maker will retain for its own account any trading profit and bear any loss which may be generated by its market making activities.

DIFFERENCE BETWEEN AN AUTHORISED PARTICIPANT AND MARKET MAKER

An Authorised Participant is a person approved by the Responsible Entity in accordance with section 10.1 (d) above, which subject to certain terms and conditions has the ability to apply for and redeem Units in the primary market. A market maker is an Authorised Participant who has agreed with the Fund to provide liquidity to the market through the Creation and Redemption of Units directly with the Fund, and the buying and selling of Units on the secondary market, in accordance with the terms of the market-making arrangement. As such, a person can be both an Authorised Participant and a market maker appointed by the Fund, but not all Authorised Participants will need to be market makers.

(f) Other Service Providers

As at the date of this RPDS, the Responsible Entity has appointed the service providers listed in the Corporate Directory of this RPDS to provide services to the Fund. The service providers may be changed, or added to, at any time without notice to Holders.

10.2 SUMMARY OF MATERIAL DOCUMENTS

(a) Trust Deed of the Fund

The operation of the Fund is governed under the Law and the Trust Deed of the Fund, which have each been lodged with, and registered by ASIC, as managed investment schemes under Chapter 5C of the Corporations Act.

The Trust Deed and the Corporations Act govern the rights and obligations of investors and the Responsible Entity. The Trust Deed sets out the conditions under which the Fund will operate, terminate, and the rights, obligations and liability of the Responsible Entity.

The Trust Deed also addresses matters such as Unit pricing, creations, redemptions and the transfer of Units, investors' rights, the Responsible Entity's powers to invest, borrow and generally manage the Fund, and the Responsible Entity's fee entitlement. The Trust Deed provides that while the Units are quoted on AQUA, Holders may generally make transfers in any manner permitted by CHESS and the AQUA Rules.

A Unit confers a beneficial interest on the Holder in the assets of the Fund but not an entitlement or interest in any particular part of the Fund or its assets. The Trust Deed provides that the liability of each Holder is generally limited to the amount subscribed, or agreed to be subscribed by the Holder, for Units. Recourse of the Responsible Entity and the Fund's creditors is limited to the Fund's assets.

The Responsible Entity may convene meetings of Holders at any time (e.g., to approve certain amendments to the Trust Deed or to wind up the Fund). Holders also have limited rights to call meetings and have the right to vote at any Holder meetings. Except where the Trust Deed provides otherwise, or the Corporations Act requires otherwise, a resolution of Holders must be passed by Holders who hold Units exceeding 50% of the value of the total value

10. Additional Information

of all Units held by Holders who vote on the resolution. A resolution passed at a meeting of Holders held in accordance with the Trust Deed binds all Holders of the Fund. No significant change to the investment objective will be made unless such change is approved by a resolution of Holders passed by Holders representing at least 75% of votes cast.

The Trust Deed states that while the Units are quoted, the Responsible Entity will not acquire any property unless it reasonably believes the property is and will be likely to remain a “liquid” asset as the Corporations Act defines that term.

The Responsible Entity may alter the Trust Deed if it reasonably considers the amendments will not adversely affect investors’ rights, or with the consent of the ASX or notification to the ASX in certain circumstances. Otherwise, the Responsible Entity must obtain investors’ approval at a meeting of investors. Under the Trust Deed, if the Corporations Act or ASIC Relief (including ASIC Class Order) on which the Responsible Entity has determined it wishes to rely on or which is expressly applicable to the Fund and the Responsible Entity, requires the Trust Deed to contain certain provisions (“**the Regulatory Required Provisions**”), then to the extent Corporations Act allows, the Trust Deed is taken to be amended so that the relevant Regulatory Required Provisions are included as separate provisions. The Holders authorise the Responsible Entity to make the amendments required in this respect in a deed and, if required, lodge it with ASIC. The Holders are deemed to agree that, subject to the Corporations Act, their rights under the Trust Deed do not include or extend to a right not to have the Trust Deed amended to comply with the relevant regulatory requirements or to include the Regulatory Required Provisions.

The Responsible Entity may retire or be required to retire (if relevant investors vote for its removal). No Units in the Fund may be issued after the 80th anniversary of the date of the Trust Deed. The Responsible Entity may exercise its right to terminate the Fund earlier. Following the winding up of the Fund, the net proceeds will be distributed to Holders in the Fund.

The Responsible Entity of the Fund is indemnified out of the assets of the Fund for any liability incurred by it in properly performing or exercising any of its powers or duties in relation to the Fund. To the extent permitted by the Fund’s Trust Deed and at law, this indemnity includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Responsible Entity. The Fund may retain and pay out of any money in its hands all sums necessary to affect such an indemnity. Holders can inspect a copy of each of the Fund’s Trust Deed at the head office of the Responsible Entity during normal business hours or it will provide Holders with a copy free of charge.

The Responsible Entity may in its absolute discretion, upon a minimum of 60 days’ notice to a Holder, redeem all or a portion of Units in the Fund held by such Holder in its absolute discretion if:

- (i) the Responsible Entity believes that the Units are held in breach of prohibitions contained in the Trust Deed;
- (ii) the Responsible Entity determines that the Fund is uneconomical to operate;
- (iii) a Holder made a misrepresentation in acquiring its Units;
- (iv) a Holder is a registered holder of Units having an aggregate value of less than the Minimum Holding, provided that it does so in accordance with the terms of the Trust Deed,
- (v) the Corporations Act (including any ASIC Relief) and the AQUA Rules (while the Fund is Quoted); or
- (vi) subject to the Corporations Act and the AQUA Rules, such other circumstances as the Responsible Entity determines in its absolute discretion.

The Responsible Entity may in its absolute discretion, upon a minimum of 3 Business Days’ notice to a Holder, redeem all or a portion of Units held by such Holder in its absolute discretion if:

- (i) the Responsible Entity believes that the Units are held in circumstances which might result in a violation of an applicable law or regulation, or subject the Fund to taxation or otherwise adversely affect the Fund in any material respect; or
- (ii) the Responsible Entity determines that the continued participation of a Holder might cause the Responsible Entity or any Holder to violate any law or if any litigation is commenced or threatened against the Responsible Entity or any Holder arising out of the participation of the Holder in the Fund

If practicable, the Responsible Entity will provide the Holder with a notice of an early redemption, and Holders who are Authorised Participants may lodge a valid Redemption Request within such time as the Responsible Entity in its discretion may specify. However, the Responsible Entity is under no obligation to do so.

If the Responsible Entity does not provide such a notice, or the Holder is not an Authorised Participant or does not lodge a valid Redemption Request following notice of a compulsory redemption, then the Holder will receive an in-specie distribution following the compulsory redemption.

(b) The Registrar Agreement

The Registrar is appointed pursuant to the Registrar Agreement whereby the Registrar is responsible for supplying or procuring the supply of certain registrar services to the Fund as set out in the Registrar Agreement and for which the Responsible Entity agrees to pay the Registrar a fee out of its Management Fee.

Each of the Registrar and the Responsible Entity are entitled to terminate the Registrar Agreement after a fixed term of 2 years from the date of that agreement (or, in certain circumstances immediately upon written notice during such fixed term), in either case upon 6 months' written notice.

(c) The Administration Agreement

The Administration Agreement is between the Responsible Entity and the Administrator.

It sets out terms on which the Administrator undertakes to provide or procure services to the Responsible Entity in connection with the Units.

Each of the Administrator and the Responsible entity are entitled to terminate the Administration Agreement on 3 months' written notice or, in certain circumstances immediately upon written notice. Under the terms of the Administration Agreement the Administrator is entitled to charge a fee for its services. Any such fee is payable by the Responsible Entity out of the Management Fee which it receives from the Fund.

10.3 COMPLIANCE COMMITTEE AND COMPLIANCE PLAN

The Responsible Entity has established a compliance committee for the Fund with a majority of members that are external to the Responsible Entity. The compliance committee's functions include:

- > monitoring the Responsible Entity's compliance with the compliance plan of the Fund and reporting its findings to the Responsible Entity;
- > reporting breaches of the Corporations Act or the Trust Deed of the Fund to the Responsible Entity;
- > reporting to ASIC if the committee is of the view that the Responsible Entity has not taken or does not propose to take appropriate actions to deal with breaches reported to it by the committee; and
- > assessing the adequacy of the compliance plan, recommending any changes and reporting these to the Responsible Entity.

The Fund has a Compliance Plan in place. The Compliance Plan sets out how the Responsible Entity will ensure compliance with both the Corporations Act and the Trust Deed when operating the Fund.

Under the Compliance Plans, the Responsible Entity is required to manage, monitor, and report on the ongoing compliance of each of the Fund with the Corporations Act, the Trust Deed, and this RPDS. In each Compliance Plan, the Responsible Entity is required to consider the following matters:

- > the appointment and monitoring of counterparties;
- > Fund investments and property arrangements;
- > asset valuation and Net Asset Value;
- > Fund records and financial reporting;
- > related party transactions;
- > complaints handling; and
- > AFS licensing.

10.4 AMENDMENT OR WITHDRAWAL OF THE RPDS

The Responsible Entity may supplement amend or withdraw this RPDS at any time and may reissue a new or amended PDS from time to time.

10.5 PRIVACY AND CONFIDENTIALITY

As required by law, the Responsible Entity has adopted privacy policies that govern the collection, storage, use and disclosure of personal information. Should an Authorised Participant apply for Units by lodging a Creation Request (only applies to Authorised Participant), by submitting the completed Creation Request, the Authorised Participant acknowledges and agrees to the Responsible Entity collecting, storing, using and disclosing the Authorised Participant's personal information in accordance with its privacy policies.

This includes using an Authorised Participant's personal information to process their Creation Request for the Units, issue Units, manage their investment and comply with relevant laws.

For example information may be used to:

- > ensure compliance with all applicable regulatory or legal requirements. This includes the requirements of ASIC, ATO, AUSTRAC, ASX and other regulatory bodies or relevant exchanges including the requirements of the superannuation law; and
- > ensure compliance with the AML/CTF Act.

If an Authorised Participant does not provide the personal information required, their Creation Request may not be processed.

10. Additional Information

The Responsible Entity may be required to disclose some or all of a Holder's personal information, for certain purposes (as described under the Privacy Act 1988 (Cth)) to:

- > service providers, related bodies corporate or other third parties for the purpose of account maintenance and administration and the production and mailing of statements, such as share registries, custodians, deposit banks, auditors of the scheme and certain software providers related to the operational management and settlement of the Units;
- > related bodies corporate that might not be governed by Australian laws for the purpose of account maintenance and administration; or
- > to a Holder's financial adviser if they provide us with written consent to do so.

The Responsible Entity may also disclose a Holder's personal information to:

- > market products and provide services to them; and
- > to improve customer service (which may involve providing their personal information to other external service providers, including companies conducting market research).

This is to keep a Holder's financial adviser or broker (as notified to the Responsible Entity) informed so such adviser or broker can provide them with financial advice and ongoing service.

If any of the disclosures in the previous bullet points require transfer of a Holder's personal information outside of Australia, they consent to such transfer.

All personal information collected by the Responsible Entity will be collected, used, disclosed and stored by the Responsible Entity in accordance with its Privacy Policy, a copy of which will be made available to any Holder on request.

The Responsible Entity, Deposit Bank, Administrator and Registrar respect the privacy of investors. Although Creation Requests are only accepted from Authorised Participants, if any other investor purchases Units in the Fund, their name may be placed on the Register and their personal information may be used to manage the Register and be disclosed under the Corporations Act.

10.6 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT 2006

Enacted by the Australian Government in December 2006, the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("AML/CTF Act") regulates financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing. The AML/CTF Act is regulated by the Australian Transaction Reports and Analysis Centre ("AUSTRAC"). Under the AML/CTF Act, the Responsible Entity (or its agent) is required:

- > to verify the identity of Authorised Participants before issuing Units to the Authorised Participant, and to re-identify the Authorised Participant if it considers it necessary to do so; and
- > to keep a record of any identification documentation for 7 years.

Identification of Authorised Participants

By lodging a Creation Request, each Authorised Participant confirms that it is a reporting entity under the AML/CTF Act and undertakes to provide the Responsible Entity with evidence of identity required by the Responsible Entity pursuant to the AML/CTF Act at any time upon request. No Creation Request will be accepted by the Responsible Entity unless such evidence of the Authorised Participant's identity satisfactory to the Responsible Entity and its agents has been provided. The Responsible Entity can accept or reject any Creation Request in its discretion and is not liable for any resulting loss.

Transaction Freezes

Transactions may be delayed, blocked, frozen or refused where the Responsible Entity has reasonable grounds to believe that the transaction breaches Australian law or sanctions or the law or sanctions of any other country. Where transactions are delayed, blocked, frozen or refused the Responsible Entity is not liable for any loss you may suffer (including consequential loss) as a result of its compliance with the AML/CTF Act.

Reporting Obligations to AUSTRAC

The Responsible Entity has certain reporting obligations pursuant to the AML/CTF Act. The legislation prevents the Responsible Entity from informing you that any such reporting has taken place. Where legally obliged to do so, the Responsible Entity and its agents may disclose the information gathered to regulatory and/or law enforcement agencies, including AUSTRAC and to other bodies, if required by law.

10.7 ATTRIBUTION MANAGED INVESTMENT TRUST REGIME

'Unders' and 'overs' arise where net income and tax offset entitlement amounts reported to Holders understate or overstate the amounts correctly determined under the law. For an attribution managed investment trust (AMIT), unders and overs may arise and can be dealt with in the income year in which they are discovered, called the 'discovery year', rather than the income year they relate to.

If the trustee of the Fund elects to apply the AMIT regime to the Fund, by investing in the Units each Holder of the Fund acknowledges and agrees that under the AMIT regime the trustee of the Fund has the choice with respect to how it addresses any amounts which give rise to under/over distributions in respect of a particular income year, including whether such amounts are addressed by issuing amended AMMA Statements to Holders for the income year to which they relate or adjusting the trust components in the income year in which the under/over distribution is discovered.

10.8 NO COOLING OFF PERIOD

No cooling off period is provided in respect of investments in the Fund.

Once lodged, a Creation Request or Redemption Request is irrevocable except as required by law.

10.9 CONSENTS

Computershare Investor Services Pty Limited has given, and as at the date of this RPDS not withdrawn its consent to be named as Registrar in the form and context in which it is named. Computershare Investor Services Pty Limited has had no involvement in the preparation of any part of this RPDS other than being named as Registrar. Computershare Investor Services Pty Limited has not authorised, or caused the issue of and expressly disclaims and takes no responsibility for this RPDS.

10.10 REPORTING

Holdes will receive the following regular reports:

- > Confirmations of all of their own Creations or Redemptions (issued following transactions and on request).
- > Contract notes from their broker (issued following all purchases or sales on the ASX).
- > Taxation statements issued annually after 30 June, providing Holders with taxation information including a summary of any Distributions.
- > Annual report including audited financial statements of the Fund in which they are invested. These are available online at www.etfsecurities.com.au.

10.11 ONGOING DISCLOSURE

The Responsible Entity will comply with the continuous disclosure requirements of the Act as if the Fund were an unlisted disclosing entity.

10.12 COMPLAINTS

While the Fund is Registered, if a Holder submits to the Responsible Entity a complaint in relation to the Fund or its operations, the Responsible Entity must, if the Holder is a Retail Client, comply with the requirements of section 912A(2) of the Corporations Act applicable to the complaint.

Complaints may be lodged by writing to the Responsible Entity at the address shown on the back cover of this RPDS. The Responsible Entity will always acknowledge any complaint in writing and respond within 45 days.

If the complainant remains unhappy, the complaint can then access an independent external dispute resolution scheme.

If the complainant lodges a complaint before 1 November 2018, the complainant can contact the Financial Ombudsman Service ("FOS") of which the Responsible Entity is a member. FOS is an external dispute resolution scheme that provides assistance to financial services providers. Contact details for FOS are as follows:

Address: GPO Box 3, Melbourne VIC 3001

Telephone: 1800 367 287

Email: info@fos.org.au

Website: www.fos.org.au

If the complainant lodges a complaint on or after 1 November 2018, the complainant can lodge it with the Australian Financial Complaints Authority ("AFCA") of which the Responsible Entity is a member. From 1 November 2018, AFCA will be the new external dispute resolution scheme for complaints involving financial services and products and will replace FOS. Contact details for AFCA are as follows:

Address: GPO Box 3, Melbourne VIC 3001

Telephone: 1800 921 678

Email: info@afca.org.au

Website: www.afca.org.au

If investing through an IDPS or IDPS-like service then enquiries and complaints about your investment through the IDPS or IDPS-like service should be directed to the operator of that service or the Responsible Entity. Complaints regarding the operation of an IDPS or IDPS-like service should be directed to the IDPS operator.

The Australian Securities and Investment Commission also has a free call Infoline on 1300 300 630 which Holders may use to make a complaint and obtain information about their rights.

10. Additional Information

10.13 ASIC RELIEF

Ongoing Disclosure Relief

The Responsible Entity intends to rely upon the exemption in relation to ongoing disclosure requirements that is contained within ASIC Class Order [CO 13/721]. Under the terms of this exemption, a responsible entity of an AQUA exchange traded fund does not have to comply with section 1017B of the Corporations Act in relation to interests in a class of interests in the fund that are admitted to trading status as ETF Securities, for as long as responsible entity complies with the provisions of the Corporations Act that apply to unlisted disclosing entities as if the Fund were an unlisted disclosing entity, and makes statements to this effect in the relevant PDS.

The Responsible Entity will comply with the continuous disclosure requirements of the Corporations Act with respect to the Fund, as if the Fund were an unlisted disclosing entity.

Unequal Treatment Relief

The Responsible Entity intends to rely upon the exemption in relation to unequal treatment in withdrawal from an AQUA exchange traded fund that is contained within ASIC Class Order [CO 13/721]. Under the terms of this exemption, a responsible entity of an AQUA exchange traded fund does not have to comply with section 601FC(1)(d) of the Corporations Act to the extent that it would prevent the responsible entity from permitting only authorised participants to withdraw from a fund.

The Responsible Entity intends to rely on this relief to the extent necessary to allow the Responsible Entity to restrict eligibility to submit Redemption Requests in relation to Units to Authorised Participants who are resident in Australia. The Responsible Entity satisfies the conditions of reliance upon this relief, including by allowing all Holders the right to withdraw from the Fund a receive payment for their interests in money when trading in the Units on the AQUA market is suspended for more than 5 consecutive trading days.

Differential Fee Treatment Relief

The Responsible Entity intends to rely upon the exemption in relation to differential fee treatment that is contained within ASIC Corporations (Registered Schemes: Differential Fees) Instrument 2017/40, to the extent that any fees are waived or discounted for certain Holders. Under the terms of this Class Order, a responsible entity may charge, rebate or waive a management fee charged to a member on a basis that differs from that applying to other members who hold interests of the same class, where such differential treatment is based on at least one of the specified circumstances. These circumstances include where the differential treatment is in response to an offer made to a member that is a wholesale client (as defined in the Corporations Act) and based upon individual negotiation between the responsible entity and that member.

11. Taxation Considerations

INTRODUCTION

An investment in the Fund will have taxation consequences. The following taxation advice is a summary only and each investor is encouraged to seek their own independent tax advice.

The following discussion is based upon the Australian law and administrative practice in effect as at the date of this RPDS. Investors should be aware that the ultimate interpretation of taxation law rests with the Courts and that the law, and the way the Federal Commissioner of Taxation (“**Commissioner**”) administer the law, may change at any time. This statement is necessarily general in nature and does not take into account the specific taxation circumstances of each individual investor.

Investors should seek independent professional advice in relation to their own particular circumstances before making any investment decision.

This summary only deals with the Australian tax and stamp duty considerations of potential investors and does not deal with tax consequences in relation to other jurisdictions.

The Fund is established as a unit trust. The effect of tax on the Fund, and hence an investor’s investment in the Fund, can vary depending on such factors as the type of investment, the timing of investment transactions, and entry and exit of other investors in the Fund.

The following has been prepared on the assumption that:

- > the Fund qualifies as attribution managed investment trusts (“AMIT”) within the meaning of section 995-1 of the Income Tax Assessment Act 1997 and the trustee of the Fund elects to apply the AMIT regime to the Fund;
- > the Fund is not a public trading trust under Division 6C of the Income Tax Assessment Act 1936 (“1936 Act”); and
- > the Fund has elected to treat gains and losses on the disposal of certain eligible investments (primarily shares, non-share equity in a company, units in a unit trust, land and rights or options to acquire or dispose of the above unless they are debt interests or are otherwise a relevant financial arrangement) as being on capital account.

Unless expressly provided, the income tax comments in this tax summary applies to the Fund where it elects to apply the AMIT regime.

The discussion below assumes that the investor has acquired their Units through trading on the secondary market (i.e. they have purchased their Units).

DISTRIBUTIONS

AUSTRALIAN INVESTORS

Distributions

The Fund is a resident of Australia for tax purposes. Therefore, the Fund is required to determine its tax components for the income year. These components may include assessable income, exempt income, non-assessable non-exempt income, tax offsets and credits of different characters. Investors should be entitled to their share of the Fund’s tax components each year. Investors are treated as having derived their share of the tax components of the Fund directly on a flow through basis. In the case where the Fund makes a loss for tax purposes, the Fund cannot distribute the loss to investors. However, subject to the Fund meeting certain conditions, the Fund may be able to take into account the losses in subsequent years.

The distributions an investor receives may include a number of different types of income which reflect the income derived by the Fund. These components may include:

1. capital gains;
2. foreign income and foreign income tax offsets; and
3. tax deferred distributions.

An Australian investor’s share of the tax components of the Fund for a year of income, including amounts received in a subsequent year or which are reinvested under the Distribution Reinvestment Plan, forms part of the investor’s assessable income of that year.

The investor will be provided with a statement for tax purposes after 30 June each year to assist the investor (and their adviser) in determining their tax position. This tax statement will advise the investor of the share of the tax components of the Fund (if any) to include in the investor’s tax return as assessable income, capital gains and any foreign income/foreign income tax offsets.

If the trustee discovers understatements or overstatements of taxable income and tax offsets in prior years, the trustee has the ability under the AMIT regime to deal with these understatements and overstatements in the income year in which they are discovered. That is, the distribution statements in the discovery year may be adjusted to take into account these understatements or overstatements from a prior income year, rather than re-issuing amended distribution statements for the prior income year to which the understatement or overstatements relates to.

The amount of the tax components of the Fund which the investor is required to include in their assessable income may be different to the cash distributions received by an investor in respect of their Units. This is because the distributions received on the Units is determined by reference to the returns received in respect of the Fund, whereas the tax components of the Fund is determined by reference to the overall tax position of the Fund.

11. Taxation Considerations

An investor may be required to make, in certain circumstances, both upward and downward adjustments to the cost or cost base of their unit holdings. This occurs where during an income year there is a difference between:

- a) the total of the amounts (money or property) that an investor is entitled to from the Fund and the tax offsets that are allocated to an investor during the year; and
- b) the tax components included in that investor's assessable income or nonassessable non-exempt income.

If the amount in (a) exceeds the amount in (b), the cost or cost base of the investor's units in the Fund should be reduced by the excess amount. This results in either an increased capital gain, or a reduced capital loss, upon the subsequent disposal of the investor's units in the Fund. Should the cost base be reduced to below zero, the amount in excess of the cost base should be a capital gain that is to be included in the investor's taxable income.

Conversely, where the amount in (a) falls short of the amount in (b) during an income year, the cost or cost base of the investor's units in the Fund should be increased by the shortfall amount.

Disposal of Units

Where an investor sells their Unit, the income tax consequences vary depending on whether:

1. the investor holds the Unit on capital account or on revenue account; and
2. the investor is an Australian resident for tax purposes.

(a) Capital account

An Australian investor should make a capital gain on the disposal of the Unit if the capital proceeds received by the investor exceed the asset's cost base. If the capital proceeds received by an investor are less than the asset's reduced cost base, then the investor should make a capital loss. Capital losses may be offset against taxable capital gains made by an investor but not against other types of income.

The cost base that an investor has in a Unit is, broadly, the sum of:

1. the amount the investor paid to acquire the Unit;
2. incidental costs of acquisition and disposal; and
3. the costs of ownership of the Unit (e.g. interest incurred by an investor as a result of borrowing funds to acquire the Unit where the interest is not otherwise allowable as a tax deduction).

In the case of Units acquired under the Distribution Reinvestment Plan, the cost base of the Unit acquired will include the amount of the distribution applied to acquire the Units.

The reduced cost base of a Unit includes 1 and 2 but not 3 of the matters listed immediately above.

In addition, an investor may be required to make both upward and/or downward adjustments to the cost base of their unit holdings, very broadly, where there is a

difference between the cash distribution received by an investor in respect of their Units and the amount of the tax components of the Fund which the investor is required to include in their assessable income. Refer to the comments above under "Distributions".

In respect of a sale of a Unit, the capital proceeds which an investor receives should include the sale proceeds or other property the investor receives or is entitled to receive as a result of selling the Unit. An individual, trust or complying superannuation entity or a life insurance company that holds their Unit as a complying superannuation/FHSA asset may be able to claim the benefit of the CGT discount. A corporate investor cannot claim the benefit of the CGT discount.

Broadly, the CGT discount exempts a portion of the net assessable capital gain from taxable income. For investors who are individuals or trusts this portion is 50%. For investors who are complying superannuation entities or life insurance companies who hold their Unit as a complying superannuation/FHSA asset, the portion is 33.33%.

Any available capital losses incurred by the investor reduce the capital gain before the remaining net capital gain is discounted in the hands of the investor. Capital losses can only be used to reduce capital gains under the CGT provisions.

(b) Revenue account

If an Australian resident investor acquires a Unit in the course of carrying on a business of dealing in securities or if the investor acquires the Unit as part of a profit-making scheme, then any gain made on the sale of the Unit should be included in the investor's assessable income as ordinary income. Similarly, a loss made on the sale should be deductible.

In the case of Units acquired under the Distribution Reinvestment Plan, the profit or loss on the disposal of the Unit should be determined by reference to the distribution applied to acquire the Units.

NON-RESIDENT INVESTORS

Distributions

The Responsible Entity will withhold tax from distributions of the Fund's Australian sourced net income that are paid to a non-resident investor.

The rate of withholding tax will depend on the type of income and the country of tax residence of the investor, and any double tax treaty or information exchange agreements. In the absence of any applicable treaty or agreement, tax of 10% will be withheld on interest income and tax of 30% will generally be withheld on unfranked dividends and other Australian sourced income (to the extent that the Fund meets the definition of a Withholding Managed Investment Trust and withholding on other Australian sourced income may be lowered to 15% where paid to residents of information exchange countries). No withholding tax is applicable in respect of fully franked dividends.

In most cases, these withholding taxes are each a final tax. As a result, the non-resident investor should not be entitled to a credit in Australia for any withholding tax paid or be liable to further tax on income from which withholding tax has been withheld.

Any foreign sourced income attributed to a non-resident should not be subject to tax in Australia.

Similar to Australian investors, a non-resident investor may be required to make, in certain circumstances, both upward and downward adjustments to the cost or cost base of their unit holdings. This occurs where during an income year there is a difference between:

- a) the total of the amounts (money or property) that an investor is entitled to from the Fund and the tax offsets that are allocated to an investor during the year; and
- b) the tax components included in that investor's assessable income or non-assessable non-exempt income.

If the amount in (a) exceeds the amount in (b), the cost or cost base of the investor's units in the Fund should be reduced by the excess amount. Conversely, where the amounts in (a) falls short of the amounts in (b) during an income year, the cost or cost base of the investor's units in the Fund should be increased by the shortfall amount.

Disposal of Units

The tax consequences of the disposal of a Unit will depend upon whether the assets of the Fund consist wholly or principally of taxable Australian real property (including leasehold interests and rights to exploit or to explore the natural resources in Australia).

If the assets of the Fund consist wholly or principally of Australian real property, an investor may be required to include any gain made on the disposal of the Unit in their assessable income. The CGT discount would not be available in respect of any such gain. A non-resident investor who uses their Units in carrying on a business through an Australian permanent establishment should also include any gain made on the disposal of their Units in their assessable income.

If the assets of the Fund do not consist principally of Australian real property and the non-resident investor holds their Unit on revenue account, then any profit made on the sale of their Unit should only be subject to Australian income tax if the profit has an Australian source. The issue of source is question of fact, of which the place where the contract to sell the Unit is concluded will be a relevant factor. If the investor is a resident of a jurisdiction which has entered a double tax treaty with Australia then the investor may not be subject to Australian tax on profits if the derivation of the profits is not attributable to any permanent establishment that they have in Australia. In these circumstances, the business profits article of the relevant double tax treaty should prevent Australia from taxing the gain.

It is strongly recommended that non-resident investors obtain their own tax advice when selling Units. It should also be noted that an investor may be subject to the tax laws in their country and should consult a taxation adviser before investing.

RISKS

Fund does not qualify as an AMIT

The new AMIT tax regime applies from 1 July 2016 (with individual managed investment trusts having the choice to apply the rules from 1 July 2015). Under this new legislation, certain managed investment trusts may elect into the new attribution regime for the taxation of managed investment trusts which is intended to reduce complexity, increase certainty and minimise compliance costs. This attribution method of tax components is in lieu of the existing present entitlement to income method in Division 6 of the 1936 Act. Unless expressly provided, most of the comments in this tax summary apply to the Fund where it elects to apply this new AMIT regime.

This tax summary has been prepared on the basis that the Fund will elect to apply this new AMIT regime. Whether the Fund qualifies as an AMIT each year will depend on a number of factors, some of which are outside the control of the Fund, such as the profile of the ultimate beneficiaries. If the Fund does not qualify as an AMIT and/or does not make an election to apply the AMIT provisions, the income tax implications for investors in the Fund may differ from that set out earlier in this tax summary. For example:

- > The existing present entitlement to income method in Division 6 of the 1936 Act may apply rather than the attribution method under the AMIT provisions. In these circumstances, very broadly, it is intended that investors will be presently entitled to all of the income (including net taxable capital gains) of the Fund for each income year. Investors should include in their assessable income their share of the Fund's net taxable income, calculated by reference to the portion of the Fund's trust law income to which they are presently entitled.
- > The investor may be required to make downward (but not upward) adjustments to the cost base of their unit holdings for the tax-deferred portion (if any) of a distribution to an investor (i.e. those amounts that have been distributed to the investor but are not included in taxable income). If the asset's cost base is reduced below zero after one or more cumulative tax-deferred distributions, the investor may make a capital gain if they are paid amounts in excess of their cost base. An Australian investor may be entitled to the CGT discount in respect of this gain.

Investors should obtain independent taxation advice that takes into account their specific circumstances regarding investing in the Fund.

11. Taxation Considerations

Tax reforms

The expected tax implications of investing in the Fund described in this tax disclosure may change as a result of changes in the taxation laws and interpretation of them by the Courts and/or the Australian Tax Office.

It is recommended that investors obtain independent taxation advice that takes into account your specific circumstances regarding investing in the Fund and the potential application of any changes in the tax law.

FOREIGN INCOME AND FOREIGN INCOME TAX OFFSETS

Where foreign tax has been paid by the Responsible Entity in respect of foreign investment of trust assets, the Responsible Entity will generally pass on any available corresponding foreign income tax offsets to resident investors so that investors can offset these income tax offsets against the Australian tax payable on their assessable foreign income.

TFN WITHHOLDING

An investor need not quote a Tax File Number (“TFN”) to the trustee when acquiring Units. However, if a TFN is not quoted or no appropriate TFN exemption information is provided then there may be an issue as to whether the trustee is required to withhold tax from any income distributions made to an investor. The applicable rate of tax is 47% (for the income year ended 30 June 2018). An investor, who invests in Units in the course of carrying on an enterprise, may quote their Australian Business Number instead to avoid this withholding tax. If this withholding tax applies it is noted that it is merely a collection mechanism and an investor may claim a credit in their annual income tax return in respect of the tax withheld.

GST

The supply of the Units should not be subject to GST. If GST is or becomes payable on any supply made under, or in connection with this document, you will be required to pay the GST to the supplier.

An investor may not be entitled to full input tax credits for GST paid on the acquisition of goods and services (for example, financial advisory services) relating to the issue of the Units and acquisition and/or subsequent sale of Units. This will depend on the investor’s personal circumstances.

STAMP DUTY

No stamp duty should be payable on the issue or transfer of a Unit provided that:

1. all the Units remain quoted on the ASX at all relevant times; and
2. the Units issued or transferred do not represent 90% or more of the issued Units of the Fund.

If stamp duty becomes payable by the Fund in connection with the terms of this RPDS or as consequence of, or in connection with the purchase, sale or transfer of the Units, then the Fund can under the terms of this RPDS require an investor to pay such stamp duty.

GENERAL TAX GROSS UP

Neither the Responsible Entity nor the Fund is liable for any taxes, duty or other charges payable by you in relation to or in connection with these terms or payable by the Fund or any other person on, as a consequence of, or in connection with, the purchase, sale or transfer of Units or rights, or any other supply under or in connection with these terms. The investor must pay all taxes (including GST) and other charges for which the investor becomes liable in relation to or in connection with these terms.

12. Glossary

Capitalised terms used in this RPDS and the attached forms have the following defined meanings unless the context provides otherwise.

Administration Agreement means the Administration Agreement dated 30 April 2015 between the Responsible Entity and the Administrator.

Administrator means R&H Fund Services (Jersey) Limited, being the counterparty to the Administration Agreement with the Responsible Entity in respect of the Fund.

AFSL means an Australian Financial Services Licence issued by ASIC.

AML/CTF Act means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), as supplemented, amended, varied or replaced from time to time.

ANZ means Australia and New Zealand Banking Group Limited.

ANZ Group means ANZ and its subsidiaries.

AQUA Product has the meaning given in the Operating Rules and AQUA Products is to be construed accordingly.

AQUA Rules means:

- (a) Schedules 10A of the Operating Rules and Procedures;
- (b) such other rules that govern the quotation of AQUA Products; and
- (c) such other rules that govern the transfer of AQUA Products,

as amended from time to time.

Assets means the Fund's holdings of the Reference Currency at the Deposit Bank.

ASX means ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

ASX Business Day has the meaning given to the term "Business Day" in the ASX Settlement Rules.

ASX Listing Rules means the ASX Listing Rules published by the ASX, as supplemented, amended, varied or replaced from time to time.

ASX Operating Rules means the ASX Operating Rules published by the ASX, as supplemented, amended, varied or replaced from time to time.

ASX Settlement Rules means the ASX Settlement Operating Rules published by ASX, as supplemented, amended, varied or replaced from time to time.

ASX Trading Day means any day on which the ASX is open for trading.

ASIC means the Australian Securities and Investments Commission or any Government Agency which replaces it or performs its functions.

ATO means the Australian Tax Office or any Government Agency which replaces it or performs its functions.

AUD means the lawful currency of the Commonwealth of Australia.

Authorised Participant means a person that:

- (a) is a bank, securities house or other market professional approved by the Responsible Entity (in its absolute discretion);
- (b) is an authorised person, being a person who holds an AFS license as authorised by ASIC for the purposes of the Corporations Act; and
- (c) is approved by the Responsible Entity and has entered into an Authorised Participant Agreement with the Responsible Entity.

Authorised Participant Agreement means a written agreement between the Responsible Entity and another person under which such person is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Units and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied or waived by the Responsible Entity.

AUSTRAC means the Australian Transaction Reports and Analysis Centre or any Government Agency which replaces it or performs its functions.

Benchmark Rate in respect of the Fund has the meaning set out in the Fund Supplement.

Business Day means a day other than a Saturday or Sunday on which banks are open for general banking business in Sydney.

CHESS means the Clearing House Electronic Sub register System established and operated in accordance with the ACH Clearing Rules.

Commissioner means the Federal Commissioner of Taxation.

Compliance Plan means the arrangement that sets out how the Responsible Entity will ensure compliance with both the Corporations Act and the Trust Deed when operating the Fund.

Corporations Act means the Corporations Act 2001 (Cth) as amended or varied from time to time.

Creation means the process by which a Unit is issued under the terms of this RPDS and in accordance with the Trust Deed.

Creation Fee means the fee payable on Creation of a Unit as set out in the Fund Supplement.

Creation Request means an offer by an Authorised Participant to the Responsible Entity to subscribe for Units, being an offer on terms referred to in the form prescribed from time to time by the Responsible Entity and this RPDS including through the System.

12. Glossary

Currency Settlement Date in respect of a Reference Currency and the Fund means a day on which that Reference Currency can be cleared in the financial markets in exchange for AUD.

Dealing Day means the dealing day as set out in the Fund Supplement.

Dealing Deadline means the relevant time which a Creation Request or Redemption Request must be received by the Fund and has the meaning set out in the Fund Supplement.

Delivery Deadline means in respect of a Creation to be made by way of transfer of Reference Currency, the time by which the Authorised Participant must deliver the Reference Currency required in respect of such Creation and has the meaning set out in the Fund Supplement.

Deposit Bank means a financial institution at which the Responsible Entity may hold the Reference Currency from time to time and, as at the date of this RPDS, means ANZ.

Distribution Reinvestment Plan means the plan described in Section 9.3.

ETF means exchange traded fund

ETFS or Responsible Entity means ETFS Management (AUS) Limited, the Responsible Entity under this RPDS and in accordance with the Trust Deed.

ETFSC means **ETFS Capital Limited**, a company incorporated in Jersey, registered number 88370.

ETFS Capital Group means the group of companies of which ETFSC is the parent.

FOS means the Financial Ombudsman Service or any Agency which replaces it or performs its functions.

FATCA means the Foreign Account Tax Compliance Act, as supplemented, amended, varied or replaced from time to time.

Fund means the Fund created in accordance with the Trust Deed and managed by the Responsible Entity under this RPDS.

Fund Supplement means the fund supplement as set out in in the back of this RPDS.

Government or Government Agency means, whether foreign or domestic:

- (a) a government, whether federal, state, territorial or local or a department, office or minister of a government acting in that capacity; or
- (b) a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute or any stock exchange.

GST means a goods and services tax, value added tax, consumption tax or a similar tax or a tax on services only, including without limitation, GST as defined in section 195-1 of the GST Act.

GST Act means the A New Tax System (Goods and Services) Tax Act 1999 (Cth) as amended or varied from time to time.

Holders means the person who holds an interest in the Fund and, upon the issue of the interest being recorded in the Register, the holder of the interest means the person who is recorded in the Register as the holder of a Unit in the Fund (including persons jointly registered).

Holding Lock means, as defined by ASX from time to time, a facility that prevents securities from being deducted from, or entered into, a holding pursuant to a transfer or conversion.

IDPS means Investor Directed Portfolio Services as set out in ASIC Regulatory Guide 148.

iNAV means an estimated indicative Net Asset Value per Unit.

Initial Offer Period means the first day on which Creation Requests are received by the Responsible Entity in respect of the Fund.

IRS means the U.S. Internal Revenue Service.

Liabilities means the liabilities of the Fund including any provision which the Responsible Entity decides should be taken into account in accordance with generally accepted accounting principles applicable in Australia in determining the liabilities of the Fund, but excluding any liabilities:

- (a) to applicants for Units in respect of application money or property in respect of which Units have not yet been issued; or
- (b) to Holders, arising by virtue of the right of Holders to request redemption of their Units or to participate in the distribution of the assets on termination of the Scheme.

Liquid or Liquidity has the same meaning as in the Corporations Act.

Management Fee means the fees and costs charged by a Fund for the management of an investment in the Units, as set out in Section 8 (*Fees and Expenses*).

Market Announcements Platform means the Market Announcements Platform of the ASX.

Minimum Creation Amount means the number of Units set out in the Fund Supplement.

Minimum Holding means the amount specified in the Fund Supplement.

Minimum Redemption Amount means the number of Units set out in the Fund Supplement.

Net Asset Value (NAV) means the net asset value of the Fund or, as the context may require, of a Unit of any class relating to the Fund calculated as set out in Section 7 (*Valuation and Unit Pricing*).

Offer means the invitation made to the public under this RPDS.

Operating Rules means the ASX Operating Rules published by the ASX.

Privacy Act 1988 (Cth) means the Privacy Act 1988 (Cth) as supplemented, amended, varied or replaced from time to time.

Recipient means a qualifying applicant or investor to which this RPDS is distributed in connection with the consideration of an investment in the Fund.

Redemption means the process of redeeming a Unit under the terms of this RPDS and in accordance with the Trust Deed.

Redemption Date in respect of a valid Redemption Request, means the Dealing Day on which the next Valuation Time, following the latest of:

- (a) the time at which the Redemption Request is received by the Responsible Entity;
- (b) where the redemption of Units has been suspended, the resumption of the redemption of Units; and
- (c) where the Responsible Entity makes a determination to reduce Redemption Requests rateably so that the total number of Units of the Fund for redemption on that Dealing Day shall not exceed 10% of the NAV of the Fund, the Dealing Day to which the relevant portion of the Redemption Request is allocated.

Redemption Fee means the fee payable on Redemption of a Unit as set out in the Fund Supplement.

Redemption Request means a request to the Responsible Entity provided by the Holder either in writing or through an online system provided by the Responsible Entity to redeem Units which includes instructions provided by the Holder to the Responsible Entity which in the Responsible Entity's reasonable opinion are sufficient to allow the Responsible Entity to effect the delivery or sale of the foreign currency relating to the relevant Units.

Reference Currency means the currency set out in the Fund Supplement in which the assets of the Fund are held.

Register means the register of holders kept by the Responsible Entity under the Corporations Act.

Registrar means Computershare Investor Services Pty Limited as appointed under the Registrar Agreement or such other registrar as may be appointed by the Responsible Entity from time to time to maintain the Register.

Registrar Agreement means the Registry Services Agreement dated 31 March 2015 between the Responsible Entity and the Registrar.

Regulatory Required Provisions means certain provisions required in the Trust Deed for regulatory purposes.

Replacement Product Disclosure Statement (RPDS) means this Replacement Product Disclosure Statement.

Responsible Entity means ETFS Management (AUS) Limited being the responsible entity of the Fund under this RPDS and in accordance with the Trust Deed.

Retail Client has the meaning given to it in the Corporations Act.

SEATS means the ASX Stock Exchange Automated Trading System.

Securities Act 1978 (NZ) means the Securities Act 1978 (NZ) as supplemented, amended, varied or replaced from time to time.

Settlement Date means:

- (a) In respect of a Creation Request to be settled in the Reference Currency, the later of
 - (i) the second ASX Business Day following the relevant Dealing Day, provided that there has been at least one Currency Settlement Date in respect of the Reference Currency between, but not including, the relevant Settlement date and such ASX Business Day otherwise it shall be the ASX Business Day following the next Currency Settlement Date in respect of the Reference Currency; and
 - (ii) such other date as agreed between the Authorised Participant and the Responsible Entity,
- (b) In respect of a Creation Request to be settled in AUD, the later of
 - (i) the second ASX Business Day following the relevant Dealing Day, provided such day is also a Currency Settlement Date in respect of the Reference Currency, otherwise it shall be the next ASX Business Day which is also a Currency Settlement Date in the Reference Currency; and
 - (ii) such other date as agreed between the Authorised Participant and the Responsible Entity,
- (c) in respect of a Redemption Request to be settled in the Reference Currency, the later of:
 - (i) the second ASX Business Day following the relevant Dealing Day provided that such day is also a Currency Settlement Date in respect of the Reference Currency, otherwise it shall be the next ASX Business Day which is also a Currency Settlement Date in the Reference Currency;
 - (ii) such other date as agreed between the Authorised Participant and the Responsible Entity; or
 - (iii) any applicable Compulsory Redemption Date, and

12. Glossary

- (d) in respect of a Redemption Request to be settled in AUD, the later of,
- (i) the second ASX Business Day following the relevant Dealing Day, provided that there has been at least one Currency Settlement Date in respect of the Reference Currency between, but not including, the relevant Settlement Date and such ASX Business Day otherwise it shall be the ASX Business Day following the next Currency Settlement Date in respect of the Reference Currency;
 - (ii) such other date as agreed between the Authorised Participant and the Responsible Entity; or
 - (iii) any applicable Compulsory Redemption Date.

System means the system implemented by the Responsible Entity for enabling Authorised Participants to make Creation Requests and Redemption Requests by means of a secure website.

TFN means Tax File Number.

Transaction Costs means the costs incurred by the Responsible Entity and payable by a Holder in dealing with the assets of the Fund on behalf of a Holder, and include slippage costs (for example, foreign exchange slippage costs, if any).

Transaction Documents means the documents which, in addition to this RPDS, set out the terms and conditions relating to the Units as listed in Section 1.1 (*Overview*).

Trust Deed means the constitution for the Fund as amended or varied from time to time.

Units means a Unit issued under the terms of this RPDS in accordance with the Trust Deed.

U.S. Securities Act means the U.S. Securities Act as supplemented, amended, varied or replaced from time to time.

Valuation Time means a time determined by the Responsible Entity at which the Responsible Entity calculates the Net Asset Value as set out in the Fund Supplement.

References in this RPDS to a particular time, unless otherwise stated, are references to the time in Sydney, Australia.

Unless the context otherwise requires, references in this RPDS to any agreement or documents includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires references in this document to any statute or any provision of any statute include a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or any such modification or re-enactment, in each case in force as at the date of this RPDS.

No documents, including the contents of any websites or web pages referred to in this RPDS, form part of this RPDS.

13. Corporate Directory

RESPONSIBLE ENTITY

ETFS Management (AUS) Limited
Suite 2a, Level 11, 309 Kent Street
Sydney NSW 2000 Australia
ACN: 150 433 828
AFSL: 466778

ADMINISTRATOR

R&H Fund Services (Jersey) Limited
Ordnance House
31 Pier Road St Helier Jersey
JE4 8PW
Channel Islands

REGISTRAR

Computershare Investor Services Pty Limited
Yarra Falls
452 Johnston Street
Abbotsford VIC 3067 Australia

LEGAL ADVISERS AS TO AUSTRALIAN LAW

MinterEllison
Governor Macquarie Tower
1 Farrer Place
Sydney NSW 2000 Australia

AUDITORS

KPMG
Tower Three, International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

For personal use only

14. Fund Supplements

FUND SUPPLEMENT: ETFS PHYSICAL US DOLLAR ETF

This Fund Supplement relates to the ETFS Physical US Dollar ETF (in this Fund Supplement, the “Fund”) and supplements the more general information contained in the RPDS in relation to an investment in the Units. Any decision to invest in the Units of the Fund should be based upon the RPDS in its entirety and investors should seek professional advice before making any investment decision with respect to an investment in the Fund.

KEY FEATURES OF THE FUND

Fund Name	ETFS Physical US Dollar ETF
Investment Objective	The Fund aims to provide investors with an exposure (before fees and expenses) to the performance of the US Dollar (USD) relative to the Australian Dollar (AUD)
Investment Strategy	The Fund seeks to meet its investment objective by holding the Reference Currency in interest bearing deposit accounts at the Deposit Bank. To the extent that any Creations are settled with an Authorised Participant in return for the delivery of AUD, the Responsible Entity will convert that AUD into the USD through a foreign exchange transaction at the Benchmark Rate before depositing the resulting cash in USD into the appropriate interest bearing deposit accounts Deposit Bank.
Reference Currency	USD
Benchmark Rate	AUD/USD exchange rate
Fees & Expenses	<p>Creation Fee AUD 500. Authorised Participants will be charged this fee on each Creation Request.</p> <p>Redemption Fee AUD 500. Authorised Participants will be charged this fee on each Redemption Request.</p> <p>Management Costs Management Fee 0.30% per annum. Out of the assets of the Fund the Management Fee (expressed as a percentage per annum of the Fund’s Net Asset Value) will be paid to the Responsible Entity. The Management Fee will be accrued daily and paid monthly in arrears by a transfer of the relevant amount in the Reference Currency. Please see Section 8 (<i>Fees and Expenses</i>) of the RPDS in relation to the impact of the Management Fee on the value of your investment.</p> <p>Recoverable expenses 0.00% per annum.</p> <p>Indirect Costs 0.00% per annum. Further information about the calculation of fees and expenses is set out below.</p>
Redemptions	Minimum Redemption Amount 1 Unit.
Minimum Holding	1 Unit

For personal use only

Dealing Day	Any day that is both (a) and ASX Trading Day (b) a day on which the Benchmark Rate is available.
DEALING DEADLINE	4 p.m
VALUATION TIME	4 p.m. London
DISTRIBUTIONS	The Responsible Entity may make distribution annually in respect of the period ending on 30 June in each year. There can be no guarantee that any distributions will be made.
DISTRIBUTION REINVESTMENT	Available. See Section 9.3 (<i>Distribution Reinvestment Plan</i>) of the RPDS for further information

For personal use only

