

10 December 2018

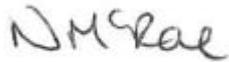
ASX Limited  
ASX Market Announcements Office  
Exchange Centre  
20 Bridge Street  
Sydney NSW 2000

**ActiveX Ardea Real Outcome Bond Fund (Managed Fund)**  
**Re: Ardea Real Outcome Fund Product Disclosure Statement and Additional Information booklet**

Fidante Partners Limited makes this announcement in relation to the ActiveX Ardea Real Outcome Bond Fund (Managed Fund) (**XARO**).

XARO subscribes for units in the Ardea Real Outcome Fund (**AROF**). A copy of the AROF Product Disclosure Statement and Additional Information booklet is attached.

Yours faithfully



Naomi McRae  
Company Secretary

For personal use only

# Ardea Real Outcome Fund

ARSN 158 996 699 APIR Code HOW0098AU

Product Disclosure Statement  
30 November 2018

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**This Product Disclosure Statement (PDS) is a summary of significant information and contains a number of references to additional important information which forms part of this PDS. You should consider that information before making a decision about the Fund. The information provided in this PDS is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your own personal circumstances before investing in the Fund.**

Fidante Partners Limited (ABN 94 002 835 592, AFSL 234668) (**Fidante Partners, we, our, us**) is the Responsible Entity of the Ardea Real Outcome Fund (ARSN 158 996 699) and the issuer of this PDS. Our ultimate parent is Challenger Limited (ABN 85 106 842 371). References in this PDS to the **Fund** are to the Class A units in the Ardea Real Outcome Fund. No other class of units in the Ardea Real Outcome Fund is offered in this PDS.

We have appointed Ardea Investment Management Pty Ltd (ABN 50 132 902 722, AFSL 329828) (**Ardea** or the **investment manager**) as the investment manager of the Fund. The offer or invitation to subscribe for units in the Fund under this PDS is only available to persons receiving this PDS in Australia and New Zealand. If you are a Direct Investor, all correspondence pertaining to your investment will be issued by us. If you are investing through an investor directed portfolio service (**IDPS**) or IDPS-like scheme, you should contact your IDPS operator in the first instance with any query. Any complaints can be directed to us or to your IDPS operator. If you have any queries regarding your investment or if you would like a paper copy of the PDS or Additional Information booklet you should contact us. The Additional Information booklet provides additional information about the Fund.

The information in this PDS is up-to-date at the time of preparation. However, some information can change from time to time. If a change is considered materially adverse we will issue a replacement PDS. For updated or other information about the Fund (such as performance), please contact your financial adviser, call our Investor Services team or visit our website (our details are on page 8 of this PDS). We will send you a copy of the updated information free of charge upon request.

Ardea has provided consent to the statements about it in the form and context in which they are included. Ardea was not otherwise involved in the preparation and distribution of this PDS and is not responsible for the issue of this PDS, nor is it responsible for any particular part of this PDS other than those parts that refer to it. Ardea has not withdrawn its consent before the date of this PDS.

## Glossary

<b>Additional Information booklet (AIB)</b>	Document that provides additional information in relation to the Fund and its investments. The Fund's AIB is available at <a href="http://www.fidante.com.au/AROF_AIB.pdf">www.fidante.com.au/AROF_AIB.pdf</a> .
<b>Direct Investor</b>	Investors accessing the Fund through an application submitted directly to Fidante Partners. Also referred to as you, your, unitholders.
<b>Fidante Partners</b>	Fidante Partners Limited, we, us, our, Responsible Entity.
<b>Indirect Investor</b>	Investors accessing the Fund through an IDPS or IDPS-like scheme.
<b>IDPS</b>	Investor Directed Portfolio Service, master trust or wrap account.

# 1. About Fidante Partners

## Fidante Partners – the Responsible Entity

Fidante Partners is the Responsible Entity of the Fund. As Responsible Entity, we issue units in the Fund and are legally responsible to the unitholders of the Fund for its operation.

Fidante Partners forms long-term alliances with talented investment professionals to create, grow and support specialist, boutique funds management businesses. We have appointed Ardea as the investment manager of the Fund. We provide support services to Ardea, allowing Ardea the freedom to focus on investing and managing the assets of the Fund.

A related entity of Fidante Partners has a partial equity stake in Ardea. Neither we, nor any of our related entities, nor Ardea, guarantee the repayment of your capital or the performance of your investment or any particular taxation consequences of investing.

## Ardea – the investment manager

Ardea Investment Management is a specialist, boutique fixed income investment manager with a focus on delivering stable, risk-controlled returns to investors. With extensive capabilities across Australian and global government bonds, fixed income derivatives, inflation linked securities and credit markets, Ardea has a long and successful track record actively managing a range of domestic and global fixed income strategies, including absolute return, benchmark aware and objective based solutions. Ardea's investment philosophy is based on a relative value approach to persistently identifying and exploiting fixed income pricing inefficiencies to generate reliable, volatility-controlled returns.

Ardea's investment approach seeks to generate alpha through multiple investment strategies while carefully managing risk through diversification. They believe that accurate and transparent risk measurement is fundamental to making intelligent investment decisions and producing the anticipated return outcomes. Ardea customises their investment approach by switching on, off, or scaling, their broad investment strategies – credit, interest rates and arbitrage.

## 2. How the Ardea Real Outcome Fund works

The Fund is a registered managed investment scheme (also known as a managed fund) that is an unlisted Australian unit trust governed by a constitution together with the Corporations Act 2001 (Cth) and other laws. Managed funds pool individual investors' monies which are then used to purchase assets in line with the Fund's investment objective.

If you decide to invest in the Fund, you will purchase units in the Fund (rather than purchasing the assets directly) which represent a proportion of the value of the managed fund's collective asset pool. Certain rights are attached to these units and these rights are exercisable by the person who owns the units (referred to as **you, Direct Investor, or unitholders** throughout this PDS). For specific information on investing, please refer to '8. How to apply' in this PDS.

The number of units you can purchase will depend on the amount being invested and the investment unit price calculated for the day we receive your valid application form.

**You should read the important information about 'How the Fund is governed' in the AIB before making a decision. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'How the Fund is governed' may change between the time when you read this PDS and when you acquire the product.**

## Investing

You can invest in the Fund as a Direct Investor, or an Indirect Investor.

The minimum initial investment amount is \$10,000, or \$1,000 when a Regular Savings Plan is established. For additional investments, the minimum one-off additional investment amount is \$1,000 and the minimum Regular Savings Plan amount is \$100 per month. We can vary or waive the minimum investment amounts at any time.

For more information on how to make an investment, refer to '8. How to apply' in this PDS. All individual or joint investors in the Fund must be at least 18 years of age and all new investors must comply with our Customer Identification Program. Please refer to 'Customer Identification Program' in the Fund's Additional Information booklet available on our website.

## Withdrawing

Once invested in the Fund, you can generally withdraw your investment at any time by making a withdrawal (subject to certain requirements).

For Direct Investors the minimum withdrawal amount is \$1,000. The number of units you can withdraw will depend on the amount being withdrawn and the withdrawal unit price calculated for the day we receive your withdrawal request. In some circumstances, such as when there is a freeze on withdrawals or withdrawals are spread, you may not be able to withdraw your funds within the usual period upon request. Refer to 'Withdrawal risk' in this PDS for more information.

Indirect Investors should contact their IDPS operator for withdrawal information.

## Unit prices

As the market value of the assets invested in by the Fund rises and falls, so does the unit price. Unit prices are determined in accordance with the Fund's constitution and are usually calculated each New South Wales business day. We have a Unit Pricing Permitted Discretions Policy which sets out how we will exercise any discretion in relation to the unit pricing. You can request a copy of this policy by contacting us.

## Processing

Generally, if your valid investment or withdrawal request is received in our Sydney office before 3:00pm Sydney time on a NSW business day (referred to as the **transaction cut-off time**), it will usually be processed using the unit price determined as at the close of business on that day. If your valid investment or withdrawal request is received after the transaction cut-off time, or on a non-business day, it will usually be processed using the applicable unit price calculated as at the close of business on the next business day. We will provide notice if we are to change the transaction cut-off time.

## Frequency of distributions

The Fund generally pays distributions quarterly; however, there may be periods in which no distributions are made or we may make interim distributions. We do not guarantee any particular

level of distribution. Distributions will generally be paid directly to a nominated Australian financial institution or reinvested in additional units in the Fund as soon as practicable after the end of the Fund's distribution period.

### How distributions are calculated

Distributions you receive will generally represent your share of the distributable income of the Fund and can be made up of both income and net realised capital gains. Your share of any distribution depends on how many units you held at the end of the distribution period as a proportion of the total number of units on issue in the Fund at that time.

In certain circumstances, some income and/or net realised capital gains may be held back until the final distribution at the end of June to allow for market volatility.

**You should read the important information about 'Additional information about investing', 'Additional information about withdrawing', 'How unit prices are calculated', and 'Additional information about distributions' in the AIB before making a decision. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'Additional information about investing', 'Additional information about withdrawing', 'How unit prices are calculated', and 'Additional information about distributions' may change between the time when you read this PDS and when you acquire the product.**

## 3. Benefits of investing in the Ardea Real Outcome Fund

### Significant features and benefits

- **Unique 'relative value' investment strategy:** the Fund adopts a relative value investment strategy to access a range of fixed income return sources that are independent of interest rates.
- **Tight risk control:** the Fund specifically targets low volatility returns by using a range of risk management strategies.
- **Diversification benefits:** the Fund offers significant diversification benefits when combined with conventional bond, credit and equity investments in an investment portfolio.
- **Capital preservation:** the Fund prioritises capital preservation by only investing in high quality government bonds, related derivatives and cash like investments.
- **Protect long term purchasing power:** the Fund explicitly targets a return exceeding Australian inflation rates to protect long term purchasing power.
- **Daily liquidity:** the Fund only invests in the most liquid segments of global fixed income markets.
- **Experienced and stable investment team:** Ardea's investment team has decades of experience across global fixed income markets. Majority employee ownership of the Ardea business fosters team stability.

Refer to '5. How we invest your money' in this PDS for more information on the Fund's investments.

## 4. Risks of investing in managed investment schemes

All investments carry risk. Different strategies carry different levels of risk depending on the assets that make up the strategy. Generally, assets with the potential for the highest long-term returns may also carry the highest level of risk.

When investing in a managed investment scheme, it is important to note that the value of assets in the managed investment scheme and the level of returns will vary. No return is guaranteed. Future returns may differ from past returns and investors may lose some or all of their money invested. Additionally, laws (including tax laws) that affect managed investment schemes may change in the future, which may have an adverse effect on the returns of managed investment schemes.

The level of acceptable risk will vary compared across investors and will depend upon a range of factors such as age, investment timeframe, risk appetite, the nature and size of other investments held, and the extent to which the Fund fits into a broader financial plan.

New Zealand investors need to be aware there are differences in how securities are regulated under Australian laws. For example, the disclosure of fees may be different and the rights, remedies and compensation arrangements available to New Zealand investors may differ.

Primary risks of the Fund's investment strategy include interest rate risk and derivative risk.

The significant risks of investing in the Fund are:

- **Collateral risk**  
The Fund enters into derivative arrangements that require it to deliver collateral to the derivative counterparty or clearer.
- **Counterparty risk**  
The other party to a contract (such as a derivative contract or physical security trade) may fail to perform its contractual obligations either in whole or in part.
- **Credit risk**  
The issuer of a fixed interest security may become unable or unwilling to make interest and/or capital payments in full and/or on time, or may not meet other financial obligations.
- **Currency risk**  
Some securities held by the Fund may be denominated in a currency different to Australian Dollars. The value of these securities may fluctuate in Australian dollar terms because of fluctuations in currency exchange rates.
- **Derivative risk**  
The value of a derivative is linked to the value of an underlying asset and can be volatile. Risks associated with using derivatives may include, but are not limited to, the value failing to move in line with that of the underlying asset and its potential illiquidity. While derivatives can offer the Fund the opportunity for higher returns, they can also magnify losses to the Fund.
- **Fixed interest risk**  
Fixed interest securities are affected by interest rate risk and credit risk with term to maturity and credit quality the main determinant of the impact of these risks. Additional risks associated with fixed interest securities include issuer risk, spread risk and default risk.
- **Fund risk**  
The risk that changes to the Fund such as termination, changes to fees, or changes in government policies (including taxation, regulations and laws that may affect the Fund) can have an impact on the potential investment return.
- **Interest rate risk**  
The risk that changes in interest rates may have an adverse impact on the capital value or income of a security.
- **Liquidity risk**  
The risk that the securities in which the Fund is invested, or the Fund itself, may become illiquid. The absence of an established market or shortage of buyers for an investment

may result in a loss if the holder of the investment needs to sell it within a particular timeframe. This may also impact an investor's ability to withdraw from the Fund.

- **Market risk**

The possibility for an investor to experience losses due to factors that affect the overall performance of the financial markets outside the control of the fund.

- **Withdrawal risk**

The risk that we may not meet the generally applicable timeframe for withdrawal requests, may suspend withdrawals or may deem the Fund illiquid.

You should read the important information about 'Additional information about significant risks' and 'Important information for New Zealand investors' in the AIB before making a decision about the Fund. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'Additional information about significant risks' and 'Important information for New Zealand investors' may change between the time when you read this PDS and when you acquire units in the Fund.

## 5. How we invest your money

**!** When choosing what to invest in, you should consider the likely investment return of the Fund, the risks associated with investing in the Fund, and your own personal objectives, risk preference and investment timeframe.

**Investment return objective**

The Fund targets a stable return in excess of inflation over the medium term.

**Minimum suggested investment timeframe**

At least two years

**Benchmark**

Consumer Price Index (CPI)

**Risk level**



Refer to 'Additional information about the Fund's investments' for further information about the Fund's risk.

**Description of the Fund**

The Fund is actively managed by Ardea who is a fundamentally driven, value investor with a focus on liquidity and diversification. The Fund is intended to be suitable for investors who are seeking some income, along with protection against inflation, and the potential for capital growth over the long term. To help you understand the following information relating to the Fund's investments, definitions of the important investment terms are provided in the Fund's Additional Information booklet, available on our website

**Investment approach**

The investment approach is based on generating returns from relative value strategies that aim to exploit mispricing between comparable fixed income securities which are related to each other and have similar risk characteristics but are priced differently. Ardea believes this type of mispricing exists because fixed income markets are inefficient. Ardea have built a repeatable investment process over time around capturing this mispricing. From Ardea's experience, combining a large and diverse range of such relative value opportunities, with risk management strategies to remove unwanted market risk, can deliver reliable risk-adjusted returns independent of the direction of interest rates or broader market fluctuations.

**Investment universe and portfolio construction**

The Fund primarily invests in high quality, liquid Australian and global government bonds, semi-government bonds, interest rate derivatives, and short term money market instruments. The Fund may have up to 25% exposure to direct offshore government bonds. In addition, the Fund may also use derivatives to gain additional exposure to non-Australian interest rates. The Fund's net cash and derivative value will not exceed 10% of the NAV. The Fund is also allowed to enter into repurchase agreements. A repurchase agreement is a money-market instrument generally used to raise funds in the short term. A party will sell a government security (such as a government bond), and will then buy the security back at a pre-agreed price in the near future.

Any proceeds from repurchase agreements may be invested in nominal government bonds and inflation linked government bonds, as well as short-dated bank bills, negotiable certificates of deposits and promissory notes, with predominantly less than six months to maturity (rated A1 (or equivalent) or better). Portfolios are constructed to achieve risk diversification by combining many modestly sized

## Description of the Fund (Continued)

and uncorrelated relative value positions, so that no single position becomes a dominant driver of overall portfolio risk. Ardea believe this approach delivers more stable returns, with lower risk, compared to portfolios with large directional positions that can overwhelm a Fund's risk/return profile. Portfolios also include risk management strategies that are explicitly designed to remove unwanted market risk and also profit during periods of market stress, thereby protecting against general volatility and adverse market movements. Combining a large and diverse range of relative value positions with such risk management strategies provides the risk balance that can enable portfolios to deliver reliable risk-adjusted returns independent of broader market fluctuations.

Derivatives will be used to implement investment decisions, including hedging, managing the duration of the Fund, and as a risk management tool (such as managing the effect of interest rate or foreign currency movements). Ardea does not intend to gear the Fund through the use of derivatives.

### Currency strategy

Ardea aims to fully hedge any foreign currency exposure back to the Australian dollar.

## Strategic asset allocation ranges<sup>1</sup>

Asset Class	Min (%)	Max (%)
Commonwealth government bonds, semi-government bonds and overseas government bonds	90	100
Net cash and derivative value <sup>2</sup>	0	10

<sup>1</sup>These are asset allocation ranges for the Fund. If market movements, investments into or withdrawals from the Fund, or changes in the nature of an investment, cause the Fund to move outside these ranges, or a limit set out in this PDS, this will be addressed by us or Ardea as soon as reasonably practicable.

<sup>2</sup>This includes inflation derivatives, interest rate derivatives, repurchase agreements, bank bills and negotiable certificates of deposit.

## Labour standards or environmental, social or ethical considerations

While Ardea takes into account labour standards and environmental, social and ethical considerations when buying, retaining or selling underlying investments, it does not adhere to any particular set of standards. Ardea will consider general factors such as, but not limited to, labour relations, potential environmental impacts, and whether a company has a clearly defined code of conduct and ethics policies. Ardea's consideration of these factors is part of an integrated portfolio management process and therefore is part of a balanced and holistic approach to investment decision making.

## Changes to investment policy

The constitution of the Fund permits a wide range of investments and gives us, as Responsible Entity, broad investment powers. We may change the investment manager and/or vary the investment objectives, strategies, benchmarks, asset allocation ranges and processes of the Fund. We will give unitholders written notice of any material variation which we believe they would not have reasonably expected.

**You should read the important information about 'Additional information about the Fund's investments' in the AIB before making a decision. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'Additional information about the Fund's investments' may change between the time when you read this PDS and when you acquire the product.**

## 6. Fees and costs

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

This table shows fees and other costs that you may be charged in the Fund and can be used to compare costs between different funds. These fees and costs may be deducted from your money, from the returns on your investment or, in the case of the Fund, from the Fund assets as a whole. You should read all the information about fees and costs because it is important to understand their impact on your investment.

### Type of fee or cost

### Amount

Fees when your money moves in or out of the Fund<sup>1</sup>

Type of fee or cost	Amount
Establishment fee	Nil
Contribution fee	Nil
Withdrawal fee	Nil
Exit fee	Nil
<b>Management costs</b> <sup>2,3,4,5</sup>	
The fees and costs for managing your investment	The management costs of the Fund are 0.50% p.a. of the net asset value of the Fund and are comprised of a management fee of 0.50%, indirect costs of 0.00%, and recoverable expenses of 0.00%. Refer to 'Fees and other costs' in the Additional Information booklet for more information on fees and costs of investing in the Fund.

### Example of annual fees and costs for the Fund

A managed funds fee calculator can also be used to calculate the effect of fees and costs on account balances. This table gives an example of how fees and costs in the Fund can affect your investment over a one-year period. You should use this table to compare this product with other managed investment products.

Example	Amount	Balance of \$50,000 with a contribution of \$5,000 during the year
<b>Contribution fees</b>	\$0	<b>For every additional \$5,000 you put in, you will be charged \$0.</b>
<b>Plus Management costs</b> <sup>1,2,3,4,5</sup>	0.50% p.a. of the net asset value of the Fund	<b>And, for every \$50,000 you have in the Fund, you will be charged \$250 each year.</b>
<b>Equals Cost of Fund</b>		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: \$250 <sup>4,5</sup> <b>What it costs you will depend on the investment option you choose and the fees you negotiate with your fund or financial adviser.</b>

**! This example assumes that the \$5,000 contribution is made at the end of the year and the value of the investment is otherwise consistent, therefore the management costs associated above are calculated using the \$50,000 balance only. Please note that this is just an example. In practice, actual investment balances will vary daily and the actual fees and expenses we charge are based on the value of the Fund, which also fluctuates daily.**

1 An allowance for transaction costs may apply to investments into, and withdrawals from, the Fund (refer to 'Buy/sell spreads' below).

2 Unless otherwise stated, all fees and costs are quoted inclusive of any Goods and Services Tax (GST) and net of any input tax credits (ITCs) or reduced input tax credits (RITCs) as applicable. Where available, the prescribed RITC rate is currently 55% or 75%, depending on the nature of the fee or cost incurred. Due to the impact of GST, ITC and RITC calculations, actual fees may vary slightly from those stated, which may be rounded to two decimal places.

3 For certain Wholesale Clients (as defined in the Corporations Act 2001 (Cth)) we may, at our discretion, negotiate, rebate or waive all or part of our fees. Please refer to 'Can fees be different for different investors?' in 'Fees and other costs'.

4 All estimates of fees and costs in this section are based on information available as at the date of this PDS and reflect the Responsible Entity's reasonable estimates of the typical fees for the current financial year. All other management costs reflect the actual amount incurred for last financial year and the Responsible Entity's reasonable estimates where information was not available as at the date of this PDS. The management costs used in the example of annual fees and costs calculation is based on the actual management costs paid for the Fund for the previous financial year. All figures have been rounded to two decimal places. Please refer to 'Additional explanation of fees and costs' for more information on management costs.

5 Please refer to 'Additional explanation of fees and costs' and 'Other payments' for more information on costs that may be payable.

### Additional explanation of fees and costs

**Management costs** – Management costs are comprised of the management fee, indirect costs, and recoverable expenses (including normal operating expenses, abnormal expenses and investment expenses). They do not include transactional and operational costs (i.e. buy/sell spreads) of the Fund or the transactional and operational costs of the underlying assets. Management costs are payable from the Fund's assets and are not paid directly from your investment.

**Buy/sell spreads** – The buy/sell spread is the difference between the investment unit price and the withdrawal unit price and is stated as a percentage. The buy/sell spread is not a fee paid to us. It is reflected in the unit price and is therefore an

additional cost to you. The current buy/sell spread for the Fund is +0.025%/-0.025%. This may vary from time to time and we will provide notification of any changes on our website.

**Other payments** – We may pay fees from our resources to some IDPS operators because they offer the Fund on their investment menus.

**! Additional fees may be paid to a financial adviser if one is consulted. You should refer to the financial adviser's statement of advice which provides details of the fees payable.**

### Can the fees change?

All fees can change. Reasons for this might include changing economic conditions and changes in regulation. We will give unitholders 30 days' written notice of any proposed increase

in fees. We cannot charge more than the Fund's constitution allows. If we wish to raise fees above the amount allowed for in the Fund's constitution, we would first need to obtain the approval of unitholders. We also reserve the right to waive or reduce any of the fees and costs described in this PDS without prior notice.

**You should read the important information about 'Fees and other costs' in the AIB before making a decision about this product. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'Fees and other costs' may change between the time when you read this PDS and when you acquire the product.**

## 7. How managed investment schemes are taxed

**Investing in a registered managed investment scheme is likely to have tax and/or social security consequences and you are strongly advised to seek professional tax advice.**

The Responsible Entity has determined that the Fund will elect to become an Attribution Managed Investment Trust (**AMIT**) commencing from the 2018 financial year. It is intended that all determined trust components (i.e. assessable income, exempt income and non-assessable non-exempt income) will be attributed to members each year so that the Fund itself is not subject to tax. As an investor you will be assessed for tax on your attributed share of the Fund's taxable income, including any net capital gains. The Fund does not pay tax on behalf of Australian investors. Fidante Partners is not a registered tax (financial) adviser and is not licensed or authorised to provide tax advice. We strongly advise that you obtain your own professional advice regarding your position, as tax and social security laws are complex and subject to change, and investors' individual circumstances vary. New Zealand investors should obtain their own tax advice on the New Zealand and Australian taxation treatment of investing in Australian securities.

**You should read the important information about 'Taxation considerations' and 'Important information for New Zealand investors' in the AIB before making a decision. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'Taxation considerations' and 'Important information for New Zealand investors' may change between the time when you read this PDS and when you acquire the product.**

## 8. How to apply

You can invest in the Fund as a Direct Investor, or an Indirect Investor.

### Direct Investors

The following applies to Direct Investors investing through Fidante Partners. To make your initial investment:

- read this PDS and the Additional Information booklet on our website;
- complete and sign the relevant Application Form available on our website, and include all required customer identity verification documents; and
- post all documentation to:  
Fidante Partners Reply Paid 86049 Sydney NSW 2001 (No stamp required)

### Indirect Investors

If you are an Indirect Investor, you must complete the documentation which your IDPS operator requires.

### All investors

Under the Fund's constitution we can accept or reject investments into the Fund at any time and are not required to give any reason or grounds for such a refusal. To address money laundering and terrorism risks, verification of each investor's identity is a prerequisite for all new investors. If we do not receive all valid documents with your relevant application form we may not be able to commence your investment or may not process any future withdrawal requests until we receive the required documents.

### Cooling-off rights

If you are a retail investor as defined in the Corporations Act 2001 (Cth), you may have a cooling-off right whereby you can change your mind about your investment in the Fund and ask for your money to be repaid. This cooling-off right must be exercised within 14 days from the earlier of:

- when you receive confirmation of your investment; and
- the end of the fifth business day after the day on which your units were issued or sold to you.

No cooling-off period applies to an investment placed through an IDPS operator. You should seek advice from your financial adviser or IDPS operator about the cooling-off rights (if any) that might apply to your investment in your IDPS.

### Complaints

As part of our commitment to providing quality service to our investors, we endeavour to resolve all complaints quickly and fairly. Our policy is to acknowledge any complaint promptly after receiving it and investigate, properly consider and decide what action (if any) to take and provide a final response to you within 45 days (30 days in relation to privacy complaints). If you have a particular complaint regarding your investment, please do not hesitate to contact us by calling or writing to us. Alternatively if you are not happy with our response or how the complaint has been handled you may contact : The Australian Financial Complaints Authority (**AFCA**), Tel 1800 931 678.

New Zealand investors must send all complaints in writing to the Financial Markets Authority, New Zealand.

Indirect Investors can contact their IDPS operator or us if there is a complaint in relation to the Fund. Complaints regarding the operation of an IDPS should be directed to your IDPS operator.

**You should read the important information about 'Important information for New Zealand investors', 'How to exercise cooling-off rights' and 'Additional information about making a complaint' in the AIB before making a decision. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'Important information for New Zealand investors', 'How to exercise cooling-off rights' and 'Additional information about making a complaint' may change between the time when you read this PDS and the day when you acquire the product.**

## 9. Additional information

### Indirect Investors

Investors accessing the Fund through an investor directed portfolio service (**IDPS**) or IDPS-like scheme (known commonly as a master trust or wrap account) may use, or be given, this PDS when deciding to invest in the Fund. These investors are referred to as Indirect Investors. Indirect Investors do not become unitholders in the Fund, nor do they acquire the rights of a unitholder. The operator of the IDPS (**IDPS operator**) acquires those rights and can exercise or decline to exercise

them on behalf of Indirect Investors. Indirect Investors do not receive distributions or reports directly from us, nor do they directly participate in investor meetings or the winding up of the Fund if this were to occur. Indirect investors should direct all enquiries or complaints about the operation of their IDPS to the IDPS operator. In relation to complaints about the Fund, Indirect Investors may contact either their financial adviser, their IDPS operator, or us.

In addition to reading this PDS, Indirect Investors should carefully read the IDPS operator's offer document, which explains the service and the fees payable by the Indirect Investor to the IDPS operator. To invest, Indirect Investors need to complete the documentation which their IDPS operator requires.

## New Zealand Investors

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 (Cth) (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. Please refer to 'Important Information for New Zealand Investors' in the Additional Information booklet

## Privacy

We collect, use and disclose personal information to:

- process your application;
- provide and administer your investment and send you information;
- improve and personalise our products and services;
- conduct product and market research;
- inform you about other products and services that may be useful to you; and
- comply with our obligations under the law, including with respect of anti-money laundering, financial services and taxation laws.

We collect personal information from you and, if relevant, from your financial adviser. We may take steps to verify the information collected. Where you provide us with personal information about someone else (for example, your power of attorney, or related persons including the beneficial owners connected with your investment) you must have their consent to provide their personal information to us. If you decide not to provide certain information, we may not be able to process your investment or future withdrawal requests, or will have to deduct tax from any amounts attributed or distributed to you at the highest marginal tax rate plus the Medicare levy (and any other levies we are required to deduct, from time to time). Further information is available in the Additional Information booklet.

## Disclosing your information

## Contact details

<b>Phone</b>	Investor Services team 13 51 53 (during Sydney business hours) or +612 9994 7000 from outside Australia (during Sydney business hours)
<b>Email</b>	info@fidante.com.au
<b>Fax</b>	02 9994 6666
<b>Mail</b>	Fidante Partners Reply Paid 86049 Sydney NSW 2001
<b>Website</b>	www.fidante.com.au

We disclose your information to your financial adviser. In addition, we may disclose information we hold about you:

- if you consent to the disclosure;
- if the disclosure is required or authorised by law;
- to organisations acting on our behalf (for example, sending your statements);
- to professional service firms that provide services to us such as legal and audit services, or data or information services;
- to related companies and/or the investment manager that may also provide you with a financial product or financial service;
- to electronic identity verification service providers, in order for identity information (about you or related persons connected with your investment) to be verified against relevant government and other databases, for the purpose of complying with anti-money laundering laws; or
- otherwise in accordance with our privacy policy.

We do not disclose personal information to recipients in foreign jurisdictions. From time to time we or our related companies may contact you to tell you about other products and services that might be useful to you, including financial, superannuation, investment, insurance and funds management products and services. Please contact us (our details are noted in this PDS) if you do not want to receive any of this kind of marketing material.

For how you can correct or update the personal information we hold about you refer to 'Keeping us informed' in the Additional Information booklet. Our privacy policy also contains this information as well as further details about our handling of personal information and about how you can request access to it or lodge a complaint if you believe your personal information has been misused, and how we deal with complaints. For more information regarding the collection and use of personal information, please refer to our 'Privacy Policy' available from the Fidante website or by contacting the Investor Services team.

**You should read the important information about 'Monitoring your investment' in the AIB before making a decision. Go to [www.fidante.com.au/AROF\\_AIB.pdf](http://www.fidante.com.au/AROF_AIB.pdf). The material relating to 'Monitoring your investment' may change between the time when you read this PDS and when you acquire the product.**

## Related parties

We may enter into transactions with, and use the services of, any of our related bodies corporate (as defined in the Corporations Act 2001 (Cth)). Such arrangements will be based on arm's length commercial terms. We, Ardea, or any of our respective related bodies corporate, or any director, officer or employee of any of them may invest in the Fund.

# Ardea Real Outcome Fund

ARSN 158 996 699 APIR Code HOW0098AU

Additional Information booklet  
30 November 2018

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**!** The information in this document forms part of the Ardea Real Outcome Fund Product Disclosure Statement (PDS) dated 30 November 2018.

## Glossary

<b>Direct Investor</b>	Investors accessing the Fund through through an application submitted directly to Fidante Partners. Also referred to as you, your, unitholders.
<b>Fidante Partners</b>	Fidante Partners Limited, we, us, our, Responsible Entity.
<b>Indirect Investor</b>	Investors accessing the Fund through an IDPS or IDPS-like scheme.
<b>IDPS</b>	Investor Directed Portfolio Service, master trust or wrap account.

References in this document to the **Ardea Real Outcome Fund** or the **Fund** are to the Class A units in the Ardea Real Outcome Fund. No other class of units in the Ardea Real Outcome Fund is offered in this document. Except as otherwise stated, defined terms in this document have the same meanings as set out in the PDS.

## Contact details

<b>Phone</b>	Investor Services team 13 51 53 (during Sydney business hours) or +612 9994 7000 from outside Australia (during Sydney business hours)
<b>Email</b>	info@fidante.com.au
<b>Fax</b>	02 9994 6666
<b>Mail</b>	Fidante Partners Reply Paid 86049 Sydney NSW 2001
<b>Website</b>	www.fidante.com.au

This document is issued by Fidante Partners Limited (ABN 94 002 835 592, AFSL 234668). In preparing the information contained in this document we did not take into account your particular investment objectives, financial circumstances, or needs. As investors' needs and aspirations differ, you should consider the applicable PDS and whether investing in this Fund is appropriate for you in light of your particular objectives, financial circumstances or needs. You should also obtain independent advice before investing in the Fund, particularly about individual matters such as taxation, retirement planning, and investment risk tolerance.

## Additional information about investing

### Initial Investments

You can access the Fund:

- As a Direct Investor – by completing the relevant Application Form
- As an Indirect Investor – through your IDPS operator

#### Direct Investors

Details of how to make your initial investment are outlined in '8. How to apply' in the PDS. Once you have made your initial investment in the Fund, you can make additional one-off investments and/or regular monthly investments via the Regular Savings Plan.

#### Indirect Investors

You should contact your IDPS operator for more information regarding your investment in the Fund.

### Additional one-off investments

If you wish to make additional investments in the Fund, please download a copy of the current PDS and the additional important information and any disclosure updates. A paper copy of the current PDS, the additional important information and any updates are available free of charge by visiting the Fidante website or by calling us.

#### Direct Investors

If you wish to make additional investments in the Fund, complete the relevant sections of the relevant Application Form, both available from [www.fidante.com.au](http://www.fidante.com.au).

For direct investors, additional investments can be made via direct debit, electronic funds transfer, or cheque. If you are sending your investment from outside Australia, please note you are only able to make additional payments via an electronic funds transfer. If making your additional investment via direct debit, you will need to complete the relevant direct debit facility section on the Additional Investment Form.

All direct debits are subject to the Direct Debit Request Agreement which is available on the Fidante website and contains details of how to make payments via electronic funds transfer.

Alternatively, if you are making your additional investment via cheque, you can send us written instructions. Please attach your cheque to the instructions and ensure the instructions include:

- your account number;
- the full name(s) in which your investment account is held;
- the amount you wish to invest; and
- a daytime telephone number.

#### Indirect Investors

You must complete the documentation which your IDPS operator requires.

### Incomplete or rejected application forms

Under the Fund's constitution, we can accept or reject any application for units and are not required to give any reason or grounds for such a refusal.

Monies from incomplete applications will generally be held on trust for a maximum period of 30 days in a non-interest bearing account commencing on the day we receive the monies. After this period, your funds will be returned to the source of payment.

Once we receive your completed application form, the monies held will be divided by the next determined unit price to calculate the number of units that will be allocated to you.

### Customer Identification Program

#### Direct Investors

To address money laundering and terrorism risks, verification of each customer's identity is a prerequisite for all new customers starting an investment. The requirements to verify each customer's identity will depend on what type of investor you are, e.g. individual or company etc.

You will be required to provide certified copies of your identity verification documents directly to us (refer to 'Who can certify' for a list of who can certify these documents). If the Application Form is signed under Power of Attorney we will also require a certified copy of the Power of Attorney document and a specimen signature of the attorney.

Under relevant laws, we may be required to ask you for additional identity verification documents and/or information about you, anyone acting on your behalf, or any related persons that are beneficial owners in relation to your investment, either when we are processing your investment request or at some stage after we have issued units in the Fund. We may pass any information we collect and hold about you or your investment to the relevant government authority.

#### Identity verification documents

You will be required to provide valid identity verification documentation when you invest. The actual documentation required will depend on whether you are an individual investor or a non-individual investor such as a superannuation fund, a trust or a company.

We have outlined the specific documentation required in the relevant Application Form. If any documentation you provide is not in English, it must be accompanied by an original copy of an English translation prepared by an accredited translator. If we do not receive all required valid customer identity verification documents with your application, we will not be able to commence your investment. We will contact you as soon as possible if we require more information. We may also seek to re-verify your identity or collect additional information at any time after your investment has commenced.

#### Who can certify

You must ensure that each page of the relevant identity verification document(s) is certified. The person certifying must state in writing:

- their capacity (from the list provided); and
- on each page of the document 'this document is a true and correct copy of the original' or words to that effect.

An identity verification document may be certified as a true and correct copy of an original document by one of the following persons:

- an officer with, or authorised representative of, a holder of an Australian Financial Services Licence, having two or more continuous years of service with one or more licensees, i.e. a financial adviser;
- a Justice of the Peace;
- a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described), i.e. an Australian lawyer;

- a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants, i.e. an accountant;
- an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
- a permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public;
- a police officer;
- Australian consular officer or Australian diplomatic officer; or
- a person authorised as a notary public in a foreign country.

Other persons may also be qualified to certify documents. For a full list of eligible persons, please contact us.

### Indirect Investors

Indirect Investors should refer to their IDPS operator for details of their customer identification program.

## Additional information about withdrawing

### How to make a withdrawal

#### Direct Investors

Direct Investors can request a withdrawal by telephone or fax (refer to 'Telephone and fax instructions' in this document) or in writing. A withdrawal request, either in whole or in part, once received by us may not be withdrawn without our agreement. Withdrawals can only be made to a bank account held in your name. If you make your withdrawal request by telephone or fax, we can make your withdrawal payment to a previously nominated bank account we have on file.

If you provide us with an appropriately signed, original written request, then in addition to the payment methods set out above, we can also make payments by direct credit to another bank account in your name.

We will require the following information when you make your withdrawal request:

- your account number;
- the full name(s) in which your investment account is held;
- the amount (dollar or units) you wish to withdraw;
- method of payment; and
- a daytime telephone number.

Please ensure that the appropriate signatories sign all written withdrawal instructions, including those forwarded by fax.

If you originally invested via direct debit and you make a withdrawal within the first three months of making your investment, we will only pay the withdrawal proceeds to the account that was debited when making your initial investment.

#### Indirect Investors

You must complete the withdrawal documentation required by their IDPS operator.

### Processing your withdrawal

While withdrawals are normally processed and paid within five business days of receiving your valid withdrawal request, we may take significantly longer than this in certain circumstances (please refer to 'Delay of withdrawal payments'). If your request for withdrawal would cause your balance to fall below the current minimum balance amount of \$10,000, this may be treated as a request for full withdrawal.

For Direct Investors, we can make withdrawal payments by direct credit to your nominated account. You agree that if the type of payment you request results in bank fees being charged, we may deduct those fees from your withdrawal proceeds before remitting the net amount to you.

Generally, if the payment for your withdrawal is returned to us and remains outstanding for 1 month, we may reinvest the proceeds in the Fund. Any reinvestment of a withdrawal amount will be processed using the investment unit price current at the time of the reinvestment transaction. For more information on unit prices, refer to 'How unit prices are calculated' below.

We may determine that some or all of the withdrawal amount consists of income (which may include net capital gains), rather than capital of the Fund.

We will advise you when this is the case as soon as practicable after the end of the financial year in which the withdrawal occurred.

We have the discretion to transfer assets of the Fund to you (instead of cash) in payment (partly or fully) of the proceeds of your withdrawal request less any costs for the transfer.

Where we give notice to affected unitholders we can compulsorily withdraw investor units.

### Delay of withdrawal payments

Withdrawals are normally processed and paid within five business days of receiving a valid withdrawal request; however, we do not guarantee this timeframe and we may take significantly longer to pay withdrawals in certain circumstances.

Withdrawals may be delayed in the following circumstances:

- under the Fund's constitution, we have 30 days to satisfy a redemption request; or
- under the Fund's constitution, we can suspend withdrawals for up to 60 days (refer to 'Suspending withdrawals' below); or
- we can also spread withdrawal payments, generally over four months (refer to 'Spreading withdrawals' below); or
- if the Fund becomes illiquid, we are not required to pay withdrawals unless we offer to do so (refer to 'If the Fund becomes illiquid' below).

Where multiple delays are applicable, timeframes may apply cumulatively.

Additionally, if we did not receive all required identity verification documents (as outlined in the relevant application form) at the time of investment or your withdrawal request is incomplete, we may not process your withdrawal request until these documents are received or further requirements are met.

### Suspending withdrawals

We may suspend withdrawal requests for up to 60 days where:

- it is impracticable for us to calculate the Fund's net asset value (and hence unit prices);
- we reasonably estimate that we must sell 5% or more (by value) of all the Fund's assets to meet withdrawals;
- there have been, or we anticipate there will be, withdrawal requests that will require us to realise a significant amount of the Fund's assets and this may either place a disproportionate expense or capital gains tax burden on remaining investors or impact negatively on the price we would achieve in selling the Fund's assets;
- we reasonably consider it to be in the interests of investors to do so; or
- the law otherwise permits.

Any withdrawal requests received during a period of suspension, or for which a unit price has not been calculated or confirmed prior to the commencement of a period of suspension, will be deemed to have been received immediately after the end of the suspension period.

### Spreading withdrawals

Under the Fund's constitution, we may, if we consider it to be fair to all unitholders, spread the redemption of some or all of the relevant units across more than one redemption date.

Generally, we may spread a withdrawal request where:

- we receive a withdrawal request for the value of 5% or more of the number of units on issue; or
- we receive, on any day, withdrawal requests that in total represent 10% or more of the number of units on issue; or
- there have been, or we anticipate that there will be, withdrawal requests for 10% or more of the total units on issue in the Fund and we consider that if those requests are met rapidly this may either place a disproportionate expense or capital gains tax burden on remaining investors or meeting the requests would impact negatively on the price we could achieve in selling Fund assets or otherwise disadvantage remaining investors.

When we spread withdrawals, we may determine that a withdrawal request is four separate requests, each for a quarter (or as close to a quarter as we determine) of the total number of units in the original withdrawal request.

Each of the four (deemed) withdrawal requests will be deemed to be received by us on the same business day of the month (or next business day, if not a business day or if that day does not occur in that month) in each of the four succeeding months following the original withdrawal request.

### If the Fund becomes illiquid

If the Fund is not liquid (as defined in the Corporations Act 2001 (Cth)), unitholders will only be able to withdraw from the Fund if we make an offer of withdrawal to unitholders. If we do make such an offer, unitholders may only be able to withdraw part of their investment. There is no obligation for us to make withdrawal offers.

Under the Corporations Act 2001 (Cth), the Fund is regarded as liquid if liquid assets account for at least 80% of the value of the assets of the Fund. Liquid assets generally include money in an account or on deposit with a bank, bank-accepted bills, marketable securities and property of the kind prescribed under the Corporations Act 2001 (Cth).

## Additional information about transactions

### Transferring ownership

#### Direct Investors

You can generally transfer some or all of your investment to another person in such a manner and subject to such conditions as required by law and that we, from time to time, prescribe. We are not obliged to register a transfer that does not meet these criteria, or where there is an amount payable to us by the transferee or the transferor (as applicable) in respect of the units being transferred. We recommend that you obtain your own professional advice regarding your position before transferring some or all of your investment, as tax and social security laws are complex and subject to change, and investors' individual circumstances vary.

Please contact us for further information about transferring units.

#### Indirect Investors

Contact your IDPS operator if you wish to transfer your units.

### Transaction cut-off times

#### Direct Investors

Generally, if your valid investment or withdrawal request is received in our Sydney office before 3:00pm Sydney time on a New South Wales business day (referred to as the transaction cut-off time), it will usually be processed using the unit price determined as at the close of business on that day. If your valid investment or withdrawal request is received after the transaction cut-off time, or on a non-business day, it will usually be processed using the applicable unit price calculated as at the close of business on the next business day.

If you are investing through the mFund Settlement Service the transaction cut off times may vary. Please contact your nominated broker for further information.

#### Indirect Investors

You should contact your IDPS operator for information regarding transaction cut-off times.

### Telephone and fax instructions

#### Direct Investors

You should understand that a person without your authority could telephone us or send us a fax and, by pretending to be you, withdraw funds from your account for their own benefit.

We take all care when acting on instructions. In doing so, we perform security checks and have in place internal policies and procedures designed to reduce the risk that fraud is committed in relation to your account. In using the telephone and/or a fax facility, you agree that we are not responsible to you for any fraudulently completed communications and that we will not compensate you for any losses where we have complied with our security checks, internal policies and procedures and we have not been negligent, fraudulent or dishonest.

We will only act on completed communications that we receive. In the case of a fax, a transmission certificate from your fax machine is not sufficient evidence (unless we have otherwise agreed), that we received your fax. We will not be liable for any loss or delay resulting from the non-receipt of any transmission.

In the case of joint holdings, superannuation funds, trusts and companies, additional processes may apply and any investor or director who signs the application form may request a telephone withdrawal.

If the details of the bank account quoted at the time of making a telephone or fax withdrawal do not match the nominated bank account we have on file, the withdrawal will not proceed. You must advise us via an original, signed, written request if you wish to change your previously nominated bank account details. If you do not want withdrawals to be able to be made from your account via a telephone or fax request, we must receive an original, signed, written request to cancel these withdrawal facilities. Cancellation will be effective from the end of the second business day after receipt of this written request.

We may cancel or vary these requirements by giving you notice in writing.

#### Indirect Investors

You should contact your IDPS operator for information regarding how to transact.

## Changes to permitted transactions

We can vary the minimum investment amounts for the Fund at any time and can also change the application or withdrawal cut-off time. Under the Fund's constitution, we can refuse applications or withdrawals for any reason. In particular, where we consider it to be in the interests of unitholders (such as an inability to value the Fund), we may suspend application or withdrawal requests. Any application or withdrawal requests received during the period of suspension, or for which a unit price has not been calculated or confirmed prior to the commencement of a period of suspension, will be deemed to have been received immediately after the end of the suspension period.

## How unit prices are calculated

Unit prices are determined in accordance with the Fund's constitution and are usually calculated each NSW business day. The calculation of both the investment unit price and the withdrawal unit price is based on the net asset value (NAV) adjusted by the buy/sell spread. For information on buy/sell spreads, refer to 'Buy/sell spreads' in 'Additional information about fees and costs'.

For investment and withdrawal unit prices, the NAV is the value of all the Fund's assets attributed to the Fund less the value of the Fund's liabilities at the valuation time. When calculating the NAV, we must use the most recent valuations of the Fund's assets and the most recent determination of the liabilities.

The Fund's assets and liabilities are usually valued each NSW business day.

Generally, for unit pricing purposes, listed securities are valued using the last available market close price quoted on the relevant exchange. Other assets are generally valued at recoverable value. Any income entitlements, cash at bank, and any amount of Goods and Services Tax (GST) recoverable by the Fund from the Australian Taxation Office are also included in asset values used to calculate the investment and withdrawal unit price.

Generally, for unit pricing purposes, liabilities are valued at cost. Liabilities also include an accrual for management costs (which includes management fees up to and including the calculation date) and for costs (if any) that an investor would ordinarily incur when investing in the Fund's underlying assets.

Where we receive a valid transaction request before the transaction cut-off time of 3:00pm (Sydney time) on a NSW business day, the unit price will generally be determined at the next valuation time after that transaction cut-off time. This is typically referred to as 'forward pricing'.

In rare circumstances, we may suspend unit pricing where, acting in accordance with our Responsible Entity obligations to unitholders, we consider it impracticable to calculate a NAV.

We have a Unit Pricing Permitted Discretions Policy. The policy sets out how we will exercise any discretions in relation to unit pricing (such as, for example, how often we determine unit prices and valuation methodology). If we depart from our policy, we are also required to record details of this departure. You can obtain a copy of this policy or any recorded departures free of charge by calling us.

## Additional information about distributions

If we pay a distribution, as a Direct Investor you may choose to have your distribution reinvested in additional units in the Fund, or paid directly to your nominated account with an Australian financial institution. Unless you have indicated otherwise, we will reinvest your distributions.

As an Indirect Investor you should contact your IDPS operator for distribution payment or reinvestment options.

The price of units issued on reinvestment of distributions is the investment price for units next determined after the close of business on the last day of the distribution period. There is no buy/sell spread reflected in this investment price. The amount of each distribution may vary. Your share of any distribution depends on how many units you hold at the end of the relevant period as a proportion of the total number of units in the relevant class on issue at that time and the amount of distributable income referable to those units and that class.

As distributable amounts are a component of the unit price, unit prices normally fall by the distribution amount following a distribution.

The amount of income distributed each year will generally be the distributable income received by the Fund, unless we decide to distribute a different amount. Any net capital gains derived by the Fund during the financial year are generally distributed in the June distribution period.

If you invest just prior to a distribution payment, you may receive some of your investment back immediately as income. Conversely, if you withdraw from the Fund just before a distribution, you might turn income into a capital gain or reduce your capital losses.

Generally, if any distribution payments are returned to us and remain outstanding for 1 month, we may reinvest those distributions and amend your future distribution method to reinvest.

Any reinvestment of an unclaimed or returned distribution will be processed using the investment unit price current at the time of the reinvestment transaction.

Under the constitution, we have the power to make reinvestment of distributions compulsory. At the date of this document, we have no intention of making distribution reinvestment compulsory. We also have the discretion to transfer assets of the Fund to you (instead of cash) in payment (partly or fully) for a distribution amount.

If you wish to change your distribution payment instructions, please follow the process outlined below.

### Direct Investors

Please mail us an original, signed, written request.

### Indirect Investors

Please contact your IDPS operator for the documentation required.

## Monitoring your investment

### Direct investors

You can access your account information 24 hours a day, seven days a week through InvestorOnline, a secure online service which provides access to up-to-date information about your investments, including the latest unit prices, your account balance and transaction history

We will also send you regular information about your investments, including:

- confirmation of the acceptance of your initial and one-off additional investments; this confirmation will provide details of the units issued;
- confirmation that we have processed a withdrawal request; this confirmation will provide details of the unit and dollar value withdrawn;
- a quarterly statement; and
- a consolidated annual taxation statement.

At any time, you may request a transaction statement that shows either all transactions since your last regular statement or all transactions for a specific period. We recommend that you check all statements and transaction confirmations carefully. If there are any discrepancies, please contact your financial adviser or our Investor Services team.

As the Fund is a 'disclosing entity' under the Corporations Act 2001 (Cth), it is subject to regular reporting and disclosure obligations.

As Responsible Entity of the Fund, we are also subject to continuous disclosure obligations that require us to make material information available to investors. You can obtain a copy of the Fund's continuous disclosure information by visiting the Fidante website .

You can obtain copies of the Fund's most recent annual financial report by visiting the Fidante website .

Copies of documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at, an ASIC office.

### Indirect Investors

Please contact your IDPS operator for information regarding your investment in the Fund.

## Keeping us informed

### Direct Investors

Our records about you are important.

Please inform us in writing of any change to the personal details that you have given us. This may be a new postal address, a change of name or new bank account details. We will send you written confirmation of any changes that you request us to make to your personal details.

### Indirect Investors

As an Indirect Investor, you should notify your IDPS operator of any changes to your personal details.

## What happens if you choose not to disclose certain information?

If you choose not to disclose certain information, the following may apply:

- Account details: we will not be able to pay withdrawal proceeds or income distributions to you.
- Tax residency information: we may not be able to process your request, or we may be required to notify the ATO.
- Incomplete application form: unless otherwise agreed, we will not be able to process your investment request.
- if you do not provide all relevant identity verification documents, we will not be able to process your investment request.

For Australian resident investors, if you choose not to disclose your TFN, TFN exemption or ABN, we have to deduct tax at the highest marginal tax rate plus Medicare levy (and any other levies we are required to deduct, from time to time) from any amounts attributed or distributed to you (refer to 'Tax File Number' in 'Taxation considerations').

## Up-to-date information about the Fund

You can obtain up-to-date Fund performance, actual asset allocations and Fund size information by contacting your financial adviser; visiting the Fidante website or calling 13 35 66

A paper copy of any updated information will be given to you, without charge, on request by contacting 13 35 66.

A paper copy of the Fund's annual financial reports, any continuous disclosure notices, and any half yearly financial report will also be given to you, without charge, on request.

## How the Fund is governed

The Fund's constitution, together with the Corporations Act 2001 (Cth) and other laws, governs the way in which the Fund operates, including the rights, responsibilities and duties of the Responsible Entity and unitholders.

### The constitution

The constitution contains the rules relating to a number of issues including:

- unitholder rights;
- the process by which units are issued and redeemed;
- the calculation and distribution of income;
- the investment powers of the Responsible Entity;
- the Responsible Entity's right to claim indemnity from the Fund and charge fees and expenses to the Fund;
- the creation of other classes of units; and
- the termination of the Fund.

It is generally thought that unitholders' liabilities are limited to the value of their holding in the Fund. It is not expected that a unitholder would be under any obligation if a deficiency in the value of the Fund was to occur. However, this view has not been fully tested at law.

Unitholders can inspect a copy of the constitution at our head office or we will provide a copy free of charge, on request.

We may alter the constitution if we reasonably consider the amendments will not adversely affect unitholders' rights. Otherwise (subject to any exemption under the law), we must obtain unitholder approval at a meeting of unitholders. We may retire or be required to retire as Responsible Entity if unitholders vote for our removal.

### Termination

The constitution, together with the Corporations Act 2001 (Cth), governs how and when the Fund may be terminated. We may terminate the Fund at any time by written notice to unitholders. On termination, a unitholder is entitled to a share of the net proceeds of our realisation of the assets in proportion to the number of units they hold in the Fund.

### Unitholder meetings

The conduct of unitholder meetings and unitholders' rights to requisition, attend and vote at those meetings are subject to the Corporations Act 2001 (Cth) and (to the extent applicable) the Fund's constitution.

## Compliance plan and compliance committee

We have lodged the Fund's compliance plan with the Australian Securities and Investments Commission (**ASIC**) and established a compliance committee for the Fund with a majority of external members. The compliance plan sets out how we will ensure compliance with both the Corporations Act 2001 (Cth) and the Fund's constitution.

The compliance committee's role is to monitor compliance with the compliance plan. It must also regularly assess the adequacy of the compliance plan and report any breaches of the

Corporations Act 2001 (Cth) or the Fund's constitution to us. If we do not take appropriate action to deal with the breach, the compliance committee must report the breach to ASIC.

The Fund and the compliance plan are required to be audited annually.

### Other parties

We have engaged a custodian to hold the assets of the Fund. The custodian has no independent discretion with respect to the holding of assets and is subject to performance standards.

The Fund has a registered company auditor. The auditor's role is to provide an audit of the financial statements of the Fund each year, as well as performing a half-yearly review (if required), and to provide an opinion on the financial statements.

## Additional information about the Fund's investments

### About the Fund's risk level

The risk level, also known as the Standard Risk Measure, is based on the estimated number of negative annual returns that a managed investment scheme may experience in any 20-year period. In other words, it is a measure of the expected variability of the return of the Fund.

The Fund's anticipated risk level is 'Low to medium risk' – the Fund has the potential to offer a greater level of capital stability over the long term in return for potentially lower returns when compared to other investments. The estimated number of negative annual returns in any 20-year period based on this risk level is approximately between 1 and 2. Note that this is an estimate only. Negative annual returns may or may not occur in consecutive years and, should they be negative, the estimate does not indicate the size of the potential negative return (which may vary considerably from strategy to strategy).

The stated risk levels are based on industry guidance and are designed to allow investors to compare investments with different investment strategies and characteristics. However, investment managers and investment administrators may employ different methodologies to determine a risk level and therefore may not be representative of the same considerations. Furthermore, it is not a complete assessment of the risks of investing, nor does it indicate if an investment strategy is designed to meet an investor's investment objectives.

For further information, or to ask about the methodology for determining the risk level, please call our Investor Services team.

### Borrowings of the Fund

The Fund's constitution allows for borrowing; however, Ardea will generally not borrow on behalf of the Fund, except from time to time to cover short-term cash flow needs or if emergency or extraordinary situations arise. Borrowings may be from a variety of sources, including related entities. Where funds are borrowed from related entities, the terms are set on a commercial and arm's length basis.

The availability and terms of borrowings are subject to the market for borrowings (including market conditions in debt and other markets) and therefore borrowings may not always be available. Lenders may refuse to provide borrowings, renew an existing borrowing facility or refuse to renew on commercially acceptable terms. This may be for reasons specific to the Fund or due to market-wide events.

We or Ardea may change the lending financial institution (if any) from time to time and may also seek to vary the terms of any borrowing facility where it is believed it would be in the best interests of unitholders.

### Asset allocation ranges

The Fund gains exposure to various investment markets and asset classes by investing into direct assets and/or indirectly via managed funds. References to asset allocations are references to the exposure of the Fund, not necessarily the physical unit or security held.

Refer to 'How we invest your money' for strategic asset allocations for the Fund.

If market movements, investments into or withdrawals from the Fund, or changes in the nature of an investment cause the Fund to exceed these asset allocations, or a limit set out in the PDS, this will be addressed by us or Ardea as soon as reasonably practicable.

### Portfolio Duration

'Duration' measures how sensitive the price of a bond is to changes in interest rates. The greater the bond's duration, the more sensitive it is to changes in interest rates. For example, the price of a bond with a duration of  $\pm 2$  years would be expected to move  $\pm 2\%$  for every  $\pm 1\%$  move in interest rates. The Fund's duration is the weighted average of all the individual bonds the Fund holds. The Fund's duration will generally not exceed  $-2$  years and  $+5$  years. The Fund's duration from inflation linked bonds it holds, will generally not fall below 2 years.

### How the Fund uses derivatives

The Fund may, at times, invest in or obtain exposure to derivatives, such as futures, options and swaps.

The term 'derivative' is used to describe any financial product that has a value that is derived from another security, liability, or index.

Derivatives may be used to gain exposure when they offer a more cost-effective way of purchasing the underlying security. Derivatives can be used to implement investment decisions (including hedging), managing the duration of the Fund, and as a risk management tool (such as managing the effect of interest rates or foreign currency movements). They may also be used to adjust or implement investment decisions and to gain, or avoid, exposure to a particular market rather than purchasing physical assets.

The Fund's constitution permits the use of derivatives; however Ardea does not intend to gear the Fund through the use of derivatives. If market movements, investments into or withdrawals from the Fund, or changes in the nature of an investment result in the Fund being geared through derivatives, this will be addressed by Ardea or us as soon as reasonably practicable. Where the Fund uses derivatives, Ardea aims to manage the Fund so as to keep sufficient liquid assets in the Fund to meet all obligations associated with the derivatives.

The use of derivatives may expose the Fund to certain risks. Please refer to 'Derivative risk' for more information.

In implementing the investment strategy for the Fund, the Fund will always hold 90% or more of the NAV of the Fund in physical securities (namely, Commonwealth government bonds, semi-government bonds and overseas government bonds) and no more than 10% of the NAV in aggregate (net) derivative value and related cash and cash-like instruments.

Where over-the-counter (OTC) derivatives account for more than 5% of the NAV of the Fund, the aggregate exposure of the Fund to all OTC derivative counterparties, including assets held by the Fund as collateral under an OTC derivative, is managed so that it does not exceed a maximum of 10% of the NAV of the Fund. Only cash may be held by the Fund as collateral under an OTC derivative.

For OTC derivatives, limits on counterparty exposure are in place so that the Fund's portfolios do not have excessive counterparty exposure and margining is managed daily. Counterparty limits are established and monitored by us and third-party service providers. The ratings of counterparties are monitored daily and any changes to ratings are updated.

### **Labour standards or environmental, social or ethical considerations**

Ardea may, from time to time, take into account labour standards and environmental, social and ethical considerations when buying, retaining or selling underlying investments.

Ardea believes that environmental, social and corporate governance factors (**ESG**), should be incorporated into its fundamental research process as they may deliver superior risk-adjusted returns.

To the extent set out below, Ardea takes into account labour standards and environmental, social and ethical considerations when buying, retaining or selling underlying investments. Ardea does not adhere to any particular set of standards, but will consider general factors such as (but not limited to) labour relations, workplace health and safety, potential environmental impacts, quality of environmental management systems and whether a company has a clearly defined code of conduct and ethics policies.

Business sustainability issues, including ESG factors, can affect a company's ability to generate long-term returns, through a lack of understanding of potential risks to a business or a failure to embrace future opportunities.

These factors are incorporated into Ardea's research process by analysing and summarising the company's ESG approach. Ardea looks for management that have a strategy for managing these issues and is implementing such a strategy.

There is no specific weighting of ESG factors employed by Ardea when considering these factors. If there are aspects of a company's approach, or lack thereof, to ESG factors that can be quantified, this is built into Ardea's assessment of the company's value.

Ardea may engage with companies on ESG issues and seek further information about a target company's policies through this direct engagement. This information will feed into Ardea's overall research process and has no predetermined weighting. Ardea has no fixed external providers for this information who will be engaged on a case-by-case basis as required. However, there is no specific methodology followed by Ardea when analysing ESG factors. Companies are monitored for any changes to their ESG process along with other key fundamental criteria. However, there is no set timeframe for monitoring these considerations.

Ardea maintains a strong sell discipline in relation to companies that no longer meet its investment criteria, which includes consideration of a company's ESG policies and practices.

## Additional information about significant risks

Risk	Explanation
<b>Collateral risk</b>	The Fund enters into derivatives arrangements that require it to deliver (or 'post') collateral to the derivative counterparty or clearer. As a result, the Fund may be exposed to certain risks in respect of that collateral including the credit risk of the counterparty or clearer.
<b>Counterparty risk</b>	The Fund is, to a certain extent, reliant on external providers in connection with its operation and investment activities. There is a risk with these arrangements that the other party to a contract (such as derivatives contract, physical security or foreign exchange contract trade) may fail to perform its contractual obligations either in whole or part (refer to 'Collateral Risk' for more information). In such circumstances, any collateral lodged with counterparties related to these derivatives may also be at risk. This may result in the investment activities of the Fund being adversely affected.
<b>Credit risk</b>	<p>The risk that the issuer of the fixed interest security (i.e. asset backed security, corporate debt, corporate loan or derivative counterparty) is unable or unwilling to make interest and/or capital repayments in full and/or on time, or may not meet other financial obligations.</p> <p>Fixed income securities are subject to legal, political, macro-economic, industry and business risks which may lead to a loss of capital or interest payments.</p> <p>Losses may be complete or partial and may occur at any time depending on the extent of financial deterioration, the position of the fixed income security in the capital structure of the issuer or whether the fixed income security has security of assets in the case of default.</p> <p>Fixed income securities are generally assigned a credit rating from rating agencies such as Standard and Poor's or Moody's Investor Services. A credit rating is only an opinion of creditworthiness that is subject to change. Credit risk is generally considered to be lower with investment grade credit quality fixed income securities and moves increasingly higher, the further down the credit quality spectrum.</p> <p>Deterioration in the creditworthiness of an issuer is likely to lead to volatility in the fixed income security secondary market price. A downgrade in credit rating may impact the spread causing the value of a fixed income security to fall.</p>
<b>Currency risk</b>	Some securities held by the Fund may be denominated in a currency different to Australian Dollars. The value of these securities may fluctuate in Australian dollar terms because of fluctuations in currency exchange rates.
<b>Derivative risk</b>	<p>The value of a derivative is linked to the value of an underlying asset and can be volatile. While the use of derivatives offers the opportunity for higher gains, it can also magnify losses to the Fund. Risks associated with using derivatives might include the value of the derivative failing to move in line with that of the underlying asset, potential illiquidity of the derivative, the Fund not being able to meet payment obligations as they arise or the risk that the other party with whom the derivative contract is held will fail to perform its contractual obligations (refer to 'Counterparty risk') (refer to 'Collateral risk').</p> <p>Ardea does not intend to gear the Fund through the use of derivatives. Ardea aims to keep derivative risk to a minimum by:</p> <ul style="list-style-type: none"> <li>• constantly monitoring the Fund's use of derivatives;</li> <li>• aiming to ensure that the Fund keeps sufficient liquid assets to meet all obligations, costs, liabilities and potential losses associated with derivatives; and</li> <li>• entering into derivative contracts with reputable counterparties.</li> </ul>
<b>Fixed interest risk</b>	<p>A Fund investing in fixed interest securities may experience a decline in income where market interest rates are falling and securities are reinvested at a lower yield. The impact of interest rate risk will largely depend on the term to maturity of the security. Refer to 'Interest rate risk' for further information.</p> <p>There are a number of additional risks which can result in significant variability in investment returns and a loss of income or capital value, including market risk and credit risk. The level of credit risk will generally depend on the creditworthiness of the security issuer. Refer to 'Credit risk' for further information.</p> <p>Investors are also exposed to risks associated with the terms and conditions of the individual financial security.</p>

## Fund risk

Fund risk refers to specific risks associated with the Fund, such as termination and changes to fees and expenses. We may close the Fund to further investments if, for example, we consider it appropriate given the investment objective and investment strategy of the Fund. We may also terminate the Fund by notice to unitholders.

Your investment in the Fund is governed by the terms of the constitution and the PDS of the Fund (each as amended from time to time), the Corporations Act 2001 (Cth), and other laws. The value or tax treatment of an investment in the Fund or its underlying assets, or the effectiveness of the Fund's trading or investment strategy may also be adversely affected by changes in government policies (including taxation), regulations and laws, or changes in generally accepted accounting policies or valuation methods. Such changes could also make some investors consider the Fund to be a less attractive investment option than other investments, prompting greater than usual levels of withdrawals, which could have adverse effects on the Fund.

There is also a risk that investing in the Fund may give different results from holding the underlying assets of the Fund directly because of:

- income or capital gains accrued in the Fund at the time of investing; and
- the consequences of investment and withdrawal decisions made by other investors in the Fund; for example, a large level of withdrawals from the Fund may lead to the need to sell underlying assets which would potentially realise income and/or capital gains.

We aim to manage these risks by monitoring the Fund and by acting in investors' best interests. In the event of winding up the Fund, we will realise all the Fund's assets, which will generally result in the crystallisation of tax positions (both income and capital) at that time.

## Interest rate risk

The market price of fixed interest securities (such as bonds) can be affected by movements in interest rates. For example, when interest rates rise, the capital value of the bond tends to fall and vice versa. Generally, the longer the maturity (or duration) of the bond, the greater the impact that a given change in interest rates will have on the value of that bond.

## Liquidity risk

Liquidity risk is the risk that the Fund will not have adequate cash resources to meet its short-term financial commitments as they fall due (including meeting the Fund's objective and investors' expectations for payment of redemptions).

Liquidity risk may also occur due to the absence of an established market or a shortage of buyers for an investment which can result in a loss if the holder of the investment needs to sell it within a particular timeframe.

Different securities may be typically less liquid than other securities or pose a higher risk of becoming illiquid during times of market stress. The less liquid the security, the more difficult it may be to sell the security when it is desirable to do so or to realise what the manager perceives to be fair value in the event of a sale.

If an investor or a group of investors in a Fund with exposure to less liquid assets seek to make large withdrawals, then selling assets to meet those withdrawals may result in a detrimental impact on the price we receive for those assets. In certain circumstances, we may be required to suspend withdrawals (refer to 'Withdrawal risk') to allow sufficient time for a more orderly liquidation of assets to meet the withdrawals.

## Market risk

The Fund may experience investment losses due to factors that affect the overall performance of the financial markets. These events may include changes in spreads, macro-economic, regulatory, social, political conditions, weather events, and terrorism; along with changes in technology, the environment and market sentiment.

Often assets from less developed regions or markets display higher levels of volatility of investment return than assets in mature markets.

## Withdrawal risk

If a situation occurs where the assets that the Fund invests in are no longer able to be readily bought and sold, or market events reduce the liquidity of a security or asset class, there is a risk that the generally applicable timeframe of five business days for meeting withdrawal requests may not be able to be met. This is because it may take longer to sell these types of investments at an acceptable price. In this case, withdrawals from the Fund may take significantly longer than the generally applicable timeframe.

The maximum timeframe in which we, as Responsible Entity, have to meet a withdrawal request is set out in the constitution of the Fund. Where the Fund is not liquid (as defined in the Corporations Act 2001 (Cth)), you may only withdraw when we make an offer to withdraw to all investors, as required by the Corporations Act 2001 (Cth). Please refer to 'Additional information about withdrawing' for further information about an investor's ability to withdraw when the Fund is liquid, including the timeframes, and an investor's ability to withdraw if the Fund is not liquid.

## Important investment terms

Investment term	Explanation
<b>active management</b>	Refers to a style of portfolio management where the manager actively makes specific investments with the goal of outperforming an investment benchmark. Portfolio investment strategies are generally constrained within specific investment risk limits.
<b>alpha</b>	The excess return of the security or fund relative to the return of the benchmark index on a risk-adjusted basis.
<b>arbitrage</b>	The process of exploiting the price differences of similar or identical securities on different markets in an attempt to make a profit.
<b>bank bills</b>	Short-term money market investments usually ranging from 30 days to 180 days.
<b>cash</b>	Cash and short-term securities include cash, deposits and short-term bank bills. Cash traditionally produces a stable investment return (through the payment of interest).
<b>corporate bonds</b>	A bond issued by a corporation which generally has a higher risk of default than a government bond. This level of risk depends on the particular corporation issuing the bond, the current market conditions and comparison against other bond issuers (such as Governments). This higher level of default risk is usually compensated for through the offer of higher returns (when compared to Government issued bonds).
<b>duration</b>	Duration is a measure of a bond or bond fund's price sensitivity to changes in interest rates. The greater a bond or bond fund's duration, the greater its price volatility in response to changes in interest rates. For example; the price of a bond with a duration of 2 would be expected to move 2% for every 1% move in interest rates.
<b>fixed interest security</b>	A fixed interest security is a debt security that makes interest payments based on a fixed rate that is set at the time of issuance. The market value of fixed interest securities can be affected by changes in market interest rates.
<b>fundamental analysis</b>	Fundamental analysis studies everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individual specific factors (like the financial condition and management of companies).
<b>government bonds</b>	Bonds issued by governments denominated in the country's domestic currency. Bonds issued by governments are generally considered very low risk.
<b>high yield bond</b>	A non-investment grade security issued by a corporation.
<b>inflation derivatives</b>	A derivative that is used to transfer inflation risk to another party.
<b>inflation linked bond</b>	Inflation linked bonds pay a coupon and/or principal that is adjusted for movements in the consumer price index (CPI) over the life of the bond.
<b>interest rate derivatives</b>	A derivative where the underlying asset has the right to pay or receive a notional amount of money at a given interest rate. Interest rate derivatives are usually used if the investor has specific cash-flow needs or a particular view on future interest rate movements.
<b>investment grade bond</b>	An investment grade security issued by a corporation.
<b>investment grade security</b>	Debt securities that are generally assigned a credit rating of BBB–/Baa3 or better by the credit rating agencies. The credit ratings assigned by rating agencies represent an assessment of the borrower's creditworthiness, that is, its ability to make interest and principal payments. Higher rated borrowers with an investment grade rating generally allow companies to reduce the interest rates that they pay on their debt when compared with lower rated borrowers.
<b>negotiable certificate of deposit (NCD)</b>	A certificate of deposit guaranteed by a bank and usually sold in a highly liquid secondary market. NCDs cannot be cashed-in before maturity.
<b>non-investment grade security</b>	Debt securities that are generally unrated or assigned a credit rating of below BBB–/Baa3 by the credit rating agencies. The credit ratings assigned by rating agencies represent an assessment of the borrower's creditworthiness, that is, its ability to make interest and principal payments. Non-investment grade borrowers generally pay higher interest rates than higher rated borrowers as their financial position is not as strong.
<b>nominal bonds</b>	Nominal bonds pay a coupon and principal based purely on the specified coupon rate and the original face value, and not adjusted for movements in inflation.
<b>repurchase agreements</b>	Repurchase agreements are a form of short-term borrowing for dealers in government bonds. The dealer sells the bond to investors and agrees to buy it back at a specified price on a given date.

**Investment term****Explanation****value style investing**

An investment style where securities that are believed to be undervalued by the market are sought out for investment.

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## Fees and other costs

This table shows fees and other costs that you may be charged and applies to the Fund offered through this PDS. These fees and costs may be deducted from your money, from the returns on your investment or from the Fund assets as a whole. Taxes are set out under 'Taxation considerations' in this document. You should read all the information about fees and costs because it is important to understand their impact on your investment.

Type of fee or cost	Amount	How and when paid
<b>Fees when your money moves in or out of the Fund<sup>1</sup></b>		
<b>Establishment fee:</b> The fee to open your investment	Nil	Not applicable
<b>Contribution fee:</b> The fee on each amount contributed to your investment	Nil	Not applicable
<b>Withdrawal fee:</b> The fee on each amount you take out of your investment	Nil	Not applicable
<b>Exit fee:</b> The fee to close your investment	Nil	Not applicable
<b>Management costs<sup>2,3,4</sup></b>		
The fees and costs for managing your investment	0.50% p.a. of the net asset value of the Fund	<p>This includes:</p> <p><b>Management Fee:</b> The management fee component is 0.50% p.a. of the net asset value of the Fund. The Management Fee is calculated and accrued daily and paid monthly in arrears from the Fund's assets on or around the last business day of the month.</p> <p><b>Indirect costs:</b> The indirect costs component is 0.00% p.a. of the net asset value of the Fund<sup>4</sup>. Indirect costs are deducted from the assets, accrued daily in the net asset value, and then paid periodically. Please refer to 'Indirect costs' in the 'Additional explanation of fees and costs' section.</p> <p><b>Recoverable expenses:</b> The recoverable expenses component is 0.00% p.a. of the net asset value of the Fund<sup>4</sup>. Recoverable expenses other than normal operating expenses and investment expenses are deducted from the Fund's assets, accrued daily and paid monthly on or around the last business day of the month. Normal operating expenses and investment expenses are paid out of the management fee. Please refer to 'Recoverable expenses' in the 'Additional explanation of fees and costs' section.</p>
<b>Service fees<sup>5</sup></b>		
<b>Switching fee:</b> The fee for changing investment options	Nil	Not applicable

<sup>1</sup> An allowance for transaction costs may apply to investments into, and withdrawals from, the Fund (refer to 'Buy/sell spreads' below).

<sup>2</sup> Unless otherwise stated, all fees and costs are quoted inclusive of any Goods and Services Tax (GST) and net of any input tax credits (ITCs) or reduced input tax credits (RITCs) as applicable. Where available, the prescribed RITC rate is currently 55% or 75%, depending on the nature of the fee or cost incurred. Due to the impact of GST, ITC and RITC calculations, actual fees may vary slightly from those stated, which may be rounded to two decimal places.

<sup>3</sup> For certain Wholesale Clients (as defined in the Corporations Act 2001 (Cth)) we may, at our discretion, negotiate, rebate or waive all or part of our fees. Please refer to 'Can fees be different for different investors?' in 'Fees and other costs'.

<sup>4</sup> All estimates of fees and costs in this section are based on information available as at the date of this PDS and reflect the Responsible Entity's reasonable estimates of the typical fees for the current financial year. All other management costs reflect the actual amount incurred for last financial year and the Responsible Entity's reasonable estimates where information was not available as at the date of this PDS. The management costs used in the example of annual fees and costs calculation is based on the actual management costs paid for the Fund for the previous financial year. All figures have been rounded to two decimal places. Please refer to 'Additional explanation of fees and costs' for more information on management costs.

<sup>5</sup> Please refer to 'Additional explanation of fees and costs' and 'Other payments' for more information on costs that may be payable.

## Additional explanation of fees and costs

### Management costs

All estimates of fees and costs in this section are based on information available as at the date of this PDS and reflect the Responsible Entity's reasonable estimates of the typical fees for the current financial year. All other management costs reflect the actual amount incurred for last financial year and the Responsible Entity's reasonable estimates where information was not available as at the date of this PDS. These amounts are inclusive of GST less reduced input tax credits.

You should refer to the Fund's website at [www.fidante.com.au](http://www.fidante.com.au) from time to time for any updates which are not materially adverse to investors.

The total management costs for the Fund, include the management fee, indirect costs, and recoverable expenses. They do not include the transactional and operational costs (i.e. buy/sell spreads) of the Fund or the transactional and operational costs of underlying assets (as set out below). Management costs are payable from the Fund's assets and are not paid directly from your account.

For details of the maximum fees permitted under the constitution of the Fund, please refer to 'Maximum allowable fees'.

#### Management fee

This is the fee charged for managing the investments, overseeing the Fund's operations and providing access to the Fund. The management fee is calculated daily as a percentage of the net asset value of the Fund and payable monthly in arrears.

#### Indirect costs

Indirect costs are those amounts paid from the assets of the Fund that we know or, where required, reasonably estimate will reduce the return of the Fund or the amount or value of the income of, or property attributable to, the Fund or an underlying managed fund in which the Fund invests. Indirect costs do not include the management fee or recoverable expenses as set out in this section.

The management costs set out in the table above include indirect costs of 0.00% p.a. of the Fund's net asset value, which is the amount actually incurred by the Fund for the previous financial year including the Responsible Entity's reasonable estimates where information was unavailable at the date of this PDS.

#### Recoverable expenses

##### Normal operating expenses

We currently pay the normal operating expenses of the Fund (e.g. custody fees, audit fees, accounting fees, legal and regulatory fees) from the management fee and will not, without notice, recover these from the Fund.

##### Abnormal expenses

We may recover abnormal expenses (such as costs of unitholder meetings, changes to the Fund's constitution and defending or pursuing legal proceedings) from the Fund. Whilst it is not possible to estimate such expenses with certainty, we anticipate that the events that give rise to such expenses will not occur regularly. In circumstances where such events do occur, we may decide not to recover these abnormal expenses from the Fund.

The management costs set out in the table above include abnormal expenses of 0.00% p.a. of the net asset value of the Fund, which is the amount actually incurred by the Fund for the previous financial year including the Responsible Entity's reasonable estimates where information was unavailable at the date of this PDS.

At the date of this PDS, there is no intention to hold a unitholder meeting nor are we aware of any legal proceedings the Fund may be a part of that may require us to recover associated abnormal expenses from the Fund. This amount is not an indication or guarantee of the amount that may be charged in the future. Abnormal expenses, and therefore total management costs, may vary each year.

Abnormal expenses recovered from the Fund, if any, will be paid from the Fund's assets when they are incurred.

#### Investment expenses

We currently pay the standard investment management costs of the Fund from the management fee.

#### Transactional and operational costs

Transactional and operational costs are the costs associated with the buying and selling of the Fund's assets. These costs include brokerage, settlement costs, clearing costs, stamp duty and other government taxes or charges and include the transactional and operational costs incurred by the underlying assets.

The transactional and operational costs incurred by the Fund for the last financial year were 0.17% p.a. of the net asset value of the Fund, including the Responsible Entity's reasonable estimates where information was unavailable at the date of this PDS. This cost is made up of two components, explicit transaction costs (for example, brokerage, settlement costs, clearing costs, stamp duty and other government taxes or charges and any buy/sell spread) of 0.07 p.a., and implicit transaction costs (that is, the amount by which the acquisition price of an asset exceeds the disposal price of that asset) of 0.10% p.a. of the net asset value of the Fund.

Transactional and operational costs are not included in the management costs. Instead they are recovered from the assets of the Fund as and when they are incurred and therefore (where not otherwise recovered through the buy/sell spread) are an additional cost to you.

The net transactional and operational costs of the Fund (representing the total transactional and operational costs minus the total amount recovered through the buy/sell spread of +0.025%/-0.025%) incurred for the last financial year were 0.17% p.a. of the net asset value of the Fund, including the Responsible Entity's reasonable estimates where information was unavailable at the date of this PDS.

#### Total fees and costs

Based on the estimated costs outlined in this section, the estimated total of the amounts for management costs and net transactional and operational costs is estimated as 0.67% p.a. of the net asset value of the Fund. The dollar figure of these estimated total management costs and net transactional and operational costs based on an investment balance of \$50,000 is \$335.

#### Buy/sell spreads

The buy/sell spread is a type of transactional and operational cost that may include brokerage, stamp duty, underlying security buy/sell spreads and other government taxes or charges. The purpose of the buy/sell spread is to ensure that

only those investors transacting in the Fund's units at a particular time bear the Fund's costs of buying and selling the Fund's assets as a consequence of their transaction.

The buy/sell spread for the Fund is stated as a percentage of the net asset value of the Fund and is the difference between the investment unit price and the withdrawal unit price. It reflects an estimate of the transactional and operational costs expected to be incurred in buying and selling the Fund's assets as a result of investments and withdrawals made by investors.

This estimate may take into account factors such as (but not limited to) historical transaction costs and anticipated levels of investments and withdrawals. It is expected that brokerage will make up the vast majority of transaction costs.

The current buy/sell spread of the Fund is +0.025%/-0.025%; however a different buy/sell spread may apply if the estimate changes.

We have discretion to waive or reduce the transactional and operational costs on investments or withdrawals where no or reduced costs are incurred. We will provide notification to unitholders of any changes to buy/sell spread transaction costs on the Fidante website.

Please note that while the buy/sell spread is an additional cost to you, it is not a fee paid to us or Ardea. It is paid to the Fund and is reflected in the Fund's unit price.

#### Buy/sell spread example

- The current buy spread on an investment in the Fund is +0.025%. Therefore, the cost of an investment of \$50,000 into the Fund would be \$12.50.
- The current sell spread on a withdrawal from the Fund is -0.025%. Therefore, the cost on a withdrawal of \$50,000 from the Fund would be \$12.50.

Please note that this is just an example. In practice, actual transaction costs will depend on the amount you invest or withdraw.

#### Can fees be different for different investors?

Yes; we may negotiate, rebate, or waive fees for wholesale clients (as defined in the Corporations Act 2001 (Cth)). We do not negotiate fees with retail investors.

#### Borrowing costs

Borrowing costs are the costs associated with borrowing money or securities. The Fund may enter into borrowing facilities and, if so, the costs of a borrowing facility would be deducted from the Fund and not paid for by us from the fees we receive. They would therefore increase the management costs of the Fund.

#### Government charges and GST

Government taxes such as stamp duty and Goods and Services Tax (GST) may apply to the Fund or your investment. Unless otherwise stated, all fees and costs are quoted inclusive of any GST and net of any input tax credits (ITCs) or reduced input tax credits (RITCs) that are expected to be available to the Fund.

Where RITCs are available, the prescribed rate is currently 55% or 75%, depending on the nature of the fee or cost incurred. Please refer to 'Taxation considerations' for additional information on GST.

#### Other payments

We may pay fees from our resources to some IDPS or other platform operators because they make the Fund available through their investment service. These fees may be rebated to the Indirect Investor investing in the Fund through the service or in some circumstances may be retained by the operator and include:

- for each IDPS operator, product access payments of up to \$20,000 p.a.; and/or
- where permitted by law, fund manager payments of up to 0.55% p.a. of the amount invested by the Fund.

These payments are made from our own resources so that they are not an additional cost to the Fund or its unitholders.

#### Adviser remuneration

##### Adviser service fees

You and your financial adviser may agree that you will pay an adviser service fee for the provision of ongoing services by your financial adviser in relation to your investment. This fee will be paid to the Australian financial services licensee responsible for your adviser (or your adviser directly if they are the licensee). You do not have to agree to these fees if you choose not to.

Where it has been agreed, the adviser service fee may be an amount of up to 1.1% p.a. of your account balance, negotiated with your financial adviser and to be calculated and paid on a monthly basis. You and your financial adviser may agree to this fee being deducted from your Fund account. Where you agree to pay an adviser service fee, you also authorise us to withdraw units you hold in the Fund to pay this fee on your behalf. There may be capital gain or capital loss consequences on the withdrawal.

We will not deduct the adviser service fee if your balance in your Fund account is less than \$1,000.

##### Adviser service fee example

If your account balance in the Fund is \$50,000, and you agree to pay a maximum adviser service fee of 1.1% p.a., this will equate to \$45.83 per month. You or your financial adviser may cancel the adviser service fee at any time.

#### Maximum allowable fees

The Fund constitution prescribes certain maximum fees (see table below), and allows for expenses of the Fund (whether normal or abnormal expenses), such as registry, audit, taxation, advice, investment management and offer document costs to be paid directly from the Fund.

Fee	Maximum amount
<b>Contribution fee</b> (currently not charged)	5.00% p.a. of the contribution amount
<b>Management fee</b> (currently charged at 0.50% p.a.)	3.00% p.a. of the net asset value of the Fund
<b>Withdrawal fee</b> (currently not charged)	5.00% p.a. of the withdrawal amount

The constitution does not place any limit on the amount of the expenses that can be paid from the Fund.

## Indirect (or alternative form) remuneration

We may provide benefits to other financial services intermediaries where the law permits. If we do, we will provide these benefits from our own resources so that they are not an additional cost to the Fund or its unitholders.

We maintain a register (in compliance with the relevant regulatory requirements) summarising alternative forms of remuneration that are paid or provided to Australian Financial Services Licensees and/or their representatives. Registers are publicly available and if you would like to review our register, please contact us.

## Taxation considerations

### How managed investment schemes are taxed

The Australian tax commentary below is of a general nature and is based on our understanding of the Australian tax laws, as at the date of this document, as they relate to Australian resident individual taxpayers who hold their investment on capital account. It does not take into the account the Australian or New Zealand tax treatment of New Zealand resident taxpayers. Any information contained therein should be used as a guide only and does not constitute professional taxation advice as individual circumstances may differ. Fidante Partners is not a registered tax (financial) adviser and is not licensed or authorised to provide tax advice. We recommend that you obtain your own professional advice regarding your position, as tax and social security laws are complex and subject to change, and investors' individual circumstances vary.

### Taxation of the Fund

The Attribution Managed Investment Trust (**AMIT**) legislation applies to qualifying Managed Investment Trusts (**MITs**) that make an irrevocable election to become an AMIT. The Responsible Entity has determined that the Fund will elect to become an AMIT commencing from the 2018 financial year.

An AMIT must attribute its taxable income to investors on a fair and reasonable basis, and investors are advised of their share of the taxable income via an AMIT Member Annual Statement (**AMMA Statement**). The Fund will generally not be liable to pay income tax on its taxable income on the basis that it will attribute all determined trust components (i.e. assessable income, exempt income and non-assessable non-exempt income) to members each year. If the Fund were to cease being an AMIT, it should also generally not be liable to pay income tax on the basis that unitholders are presently entitled to the Fund's distributable income.

Other key features of the AMIT regime include: income character retention; deemed fixed trust status; an ability for adjustments and errors at the trust level to be carried forward and dealt with in the year in which they are discovered; adjustments (upwards and downwards) made to investors' cost bases for CGT purposes, and their costs for revenue purposes, where there are differences between the amount distributed and the amount attributed on an AMMA statement; and clarification of the treatment of tax deferred distributions.

The MIT capital account election regime permits eligible MITs to make an irrevocable election to adopt capital account treatment for certain types of assets (broadly shares, units and real property) for income years to which the election applies. An irrevocable election has been made in respect of the Fund and accordingly deemed capital treatment will apply in respect of the qualifying assets for the income years to which the election applies.

The Foreign Investment Fund (**FIF**) provisions were repealed with effect from the 2010/2011 income year. The FIF provisions may be replaced by a specific anti-avoidance roll-up rule for Foreign Accumulation Funds (**FAF**), which seek to ensure that Australian residents cannot defer or avoid a tax liability on income earned in a FAF. As at the date of this document, the Government has not released the final FAF legislation.

Additionally, there is arm's length income legislation that applies to MITs. Under this legislation, excess income generated by a MIT from non-arm's length arrangements may be determined to be subject to tax at 30%. It is not expected that the arm's length income provisions will impact the Fund.

The Taxation of Financial Arrangement (TOFA) provisions apply on a mandatory basis to qualifying taxpayers in respect of certain financial arrangements. Broadly, the TOFA provisions recognise certain gains and losses on financial arrangements on an accruals basis, which may result in a taxing point prior to the realisation of the investment. As at the date of this document, we, as Responsible Entity of the Fund, have not made an election to apply one of the elective methods under TOFA.

Tax losses incurred by the Fund will remain in the Fund and can be applied to reduce the Fund's income in future years (subject to the Fund satisfying the specific provisions of the trust loss carry forward legislation).

### Tax position of Australian resident investors

You will generally be required to include in your assessable income your attributed income of the Fund. There may be instances where your attributed share of the taxable income of the Fund exceeds the distribution you receive from the Fund.

Where investors disagree with the allocation of taxable income in an AMMA Statement, they may give a 'member choice' to the Commissioner of Taxation. In the event investors make a member choice, the constitution provides that the investors will indemnify us for all costs and liabilities incurred as a result of the member choice.

CGT cost base reductions or uplifts may occur where taxable income attributed is either less than or greater than, respectively, the total of both cash distributed and tax offsets attributed for an income year. Where cost base reductions or uplifts occur, this will affect the CGT position of the investment. For those investors who have a zero cost base in their units, or where the total cost base reduction amount exceeds the cost base of their units, a capital gain may arise to these investors for that year. Investors should maintain records of their cost base adjustments. You may also be entitled to tax offsets (franking credits and/or foreign tax offsets) attributed by the Fund. Provided investors satisfy certain provisions of the Tax Act, investors may be able to utilise these offsets against their tax liability on the taxable components of the distributions. In order to claim the amount of tax offsets, investors must include the amount of the offsets in their assessable income.

We will advise each investor of their share of tax offsets in the AMMA statement.

The disposal of units (for instance by withdrawal or transfer) may give rise to a capital gains tax liability or a capital loss. Investors who have held their units on capital account for more than 12 months may be entitled to a capital gains tax discount.

Any investors who are non-residents should seek professional advice in respect of the Australian and foreign tax implications of their investment.

## Non-resident account holder reporting requirements

As a result of an increased international focus on account holder data exchange, a number of countries have legislated that financial institutions (which includes us) identify and report certain information about the financial accounts of investors. The regimes include the United States Foreign Account Tax Compliance Act (**FATCA**) and the OECD's Common Reporting Standard (**CRS**). To comply with our obligations under various reporting legislation we will provide to the ATO such data as required in respect of your investment with us. This will be required if you are a US citizen or a foreign tax resident of any jurisdiction outside of Australia. If we have attempted to confirm your tax status with you but have been unable to do so, we may still be required to notify the ATO.

## Goods and Services Tax (GST)

GST is not payable on the issue, withdrawal or transfer of units in the Fund, as these are input-taxed financial supplies for GST purposes. However, GST will generally be incurred on various acquisitions made by the Fund, including the acquisition of investment management services. In certain specified circumstances, the Fund may be entitled to input tax credits (**ITCs**), or reduced input tax credits (**RITCs**) at the prescribed percentage of 55% or 75% depending on the acquisition. Any available ITCs or RITCs effectively reduce the non-recoverable GST cost incurred.

## Tax File Number

On your application form you may provide us with your Tax File Number (**TFN**), or TFN exemption. Alternatively, if you are investing in the Fund in the course of an enterprise, you may quote an Australian Business Number (**ABN**). It is not compulsory for you to quote a TFN, exemption or ABN, but if you do not, then we are required to deduct tax from your attributed or distributed amounts at the highest marginal tax rate plus the Medicare levy (and any other levies we are required to deduct, from time to time). The collection of TFNs is authorised, and their use is strictly regulated by tax and privacy laws. Non-residents are generally exempt from providing a TFN, however may be required to provide other information.

## How to exercise cooling-off rights

The repayment of your investment under the cooling-off right is subject to an adjustment for market movements (both positive or negative) during the period in which the investment has been held. We may also deduct a reasonable charge for our administration costs.

### Direct Investors

If you are a Direct Investor and you wish to exercise the cooling off rights, we must receive your written instructions at our office before the expiry of the cooling-off period. This cooling-off right must be exercised within 14 days from the earlier of:

- when you receive confirmation of your investment; or
- the end of the fifth business day after the day on which your units were issued or sold to you.

### Indirect Investors

If you are an indirect investor, you should seek advice from your financial adviser or IDPS operator about the cooling-off rights (if any) that might apply to your investment in or through your IDPS.

### Wholesale clients

These cooling-off rights do not apply to wholesale clients (as defined in the Corporations Act 2001 (Cth)). Please note that as an investor in the Fund you will not necessarily be a wholesale client for the purposes of the Corporations Act 2001 (Cth).

## Additional information about making a complaint

As part of our commitment to providing quality service to our Investors, we endeavour to resolve all complaints quickly and fairly. Our policy is to acknowledge any complaint promptly after receiving it and investigate, properly consider, and decide what action (if any) to take and to provide a final response to you within 45 days (30 days in relation to privacy complaints).

If you have a particular complaint regarding your investment, please do not hesitate to contact us by calling the Investor Services team on 13 51 53 or +61 2 9994 7000 from outside Australia (during Sydney business hours) or by writing to:

### Complaints Resolution Officer

Fidante Partners  
Reply Paid 86049  
Sydney NSW 2001

If you are not happy with our response or how the complaint has been handled (or if we have not responded within 45 days, or 30 days in relation to privacy complaints), you may contact the following external dispute resolution scheme.

### The Australian Financial Complaints Authority

GPO Box 3  
Melbourne VIC 3001  
Tel: 1800 931 678  
[www.afca.org.au](http://www.afca.org.au)

Its service is generally only available to retail clients.

New Zealand investors must send all complaints in writing to the Financial Markets Authority, New Zealand.

Indirect Investors may either contact their IDPS operator or us with complaints relating to the Fund. Complaints regarding the operation of an IDPS should be directed to the IDPS operator. If a complaint is first raised with an IDPS operator and an Indirect Investor is not happy with how the complaint has been handled, they should raise that with the IDPS operator or the IDPS operator's external dispute resolution service.

## Important information for New Zealand investors

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.

This offer and the contents 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.

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.

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.

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.

The taxation treatment of Australian financial products is not the same as for New Zealand financial products. If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

This 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.

If you expect the financial products to pay any amounts in a currency that is not in New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand dollars.

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

**Contact details for New Zealand Investors**

Investor Services team: +612 9994 7000

8.00am to 6.00pm Monday to Friday (Sydney time)

Fax: +612 9994 6666

Website: [www.fidante.com.au](http://www.fidante.com.au)