



# Gleneagle Investment Fund

## Product Disclosure Statement



**SharePrices**

Gleneagle Investment Fund ARSN 605 489 094  
Gleneagle Asset Management Limited ABN 29 103 162 278  
Australian Financial Services Licence No 226199

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## DIRECTORY

### CUSTOMER RELATIONSHIP MANAGER

Share Prices Funds Management Pty Ltd  
ACN 623 398 890  
Corporate Authorised Representative (No. 1263287)  
Website: <https://shareprices.com.au>.  
Phone: 1300 123 345

### INVESTMENT MANAGER

Gleneagle Securities (Aust) Pty Limited  
ACN 136 930 526  
AFSL No. 337985  
Website: [www.gleneagle.com.au](http://www.gleneagle.com.au)

#### Sydney Office:

Level 27, 25 Bligh Street  
Sydney NSW 2000  
AUSTRALIA

#### Melbourne Office:

Level 39, 55 Collins street Melbourne  
Australia, VIC, 3000

### RESPONSIBLE ENTITY

Gleneagle Asset Management Limited ACN  
103 162 278  
AFSL 226199  
Website: [www.gleneagle.com.au](http://www.gleneagle.com.au)

#### Sydney Office:

Level 27, 25 Bligh Street  
Sydney NSW 2000  
AUSTRALIA

#### Melbourne Office:

Level 39, 55 Collins street Melbourne  
Australia, VIC, 3000

### ADMINISTRATOR

Apex Fund Services (Australia) Pty Ltd  
ACN 149 408 702  
Level 13, 459 Little Collins Street  
Melbourne VIC 3000  
Australia  
Phone: +61 3 9020 3000  
Website: [www.apexfundservices.com](http://www.apexfundservices.com)

### AUDITOR

LNP Audit and Assurance Pty Limited ACN 155 188 837  
Level 14, 309 Kent Street  
Sydney NSW 2000  
Australia

## IMPORTANT INFORMATION

This Product Disclosure Statement (**PDS**) is dated 3 January 2020 and is issued by Gleneagle Asset Management Limited ABN 29 103 162 278, AFSL 226199 (**Responsible Entity**), of the Gleneagle Investment Fund ARSN 605 489 094 (**Fund**).

The Responsible Entity has appointed Share Prices Funds Management Pty Ltd (**Share Prices**) as the customer relationship manager and all documentation and information about the Share Prices Diversified Investment Trust and all client communication for it can be obtained by contacting Share Prices using the contact details detailed in the directory at the beginning of this SPDS. Share Prices is a Corporate Authorised Representative of the Responsible Entity (C.A.R. No. 1263287).

Share Prices is the customer relationship manager in relation to the Gleneagle Investment Fund ARSN 605 489 094, and the class known as Share Prices Diversified Investment Trust.

Strategy Portfolios are offered to potential investors by the Fund. A general description of how Strategy Portfolios work is set out in this PDS, but a detailed description of each Strategy Portfolio available to potential investors via the Fund is set out in a Supplementary PDS (**SPDS**) for that Strategy Portfolio (or other documents for wholesale clients). There may be multiple Strategy Portfolios available to investors by the Fund and there may therefore be a number of Supplementary PDSs available from time to time. This Product Disclosure Statement must be read in conjunction with each of the SPDSs for available Strategy Portfolios.

Share Prices is the customer relationship manager in relation to the Share Prices Diversified Investment Trust Strategy Portfolio.

The Fund currently has five Classes. Each Class is for a Strategy Portfolio as described in the SPDS for that Strategy Portfolio. Although each Strategy Portfolio is described in an SPDS for it, the Responsible Entity cannot rule out that any investment in Units in any Class might be affected by the Fund's investments held for any other Class available from time to time, so you should read this PDS in full and consider the SPDS for any other Classes before you decide whether to acquire, to hold or dispose of an interest in Units in any Class. To ensure that you receive any updated information and a copy of all available SPDSs, you can find a list of current SPDSs and downloadable SPDSs at <https://shareprices.com.au>.

Applications for investment in the Fund can only be made via the electronic Application Form which must be validly executed and other required documents sent to Share Prices.

The information contained in this PDS is general in nature and has been prepared without taking into account your investment objectives, financial situation or particular investment needs. Before making a decision to invest in the Fund, it is important that you read the entire PDS and all SPDSs and consult a financial adviser regarding the appropriateness of this investment for your personal circumstances. Your initial Investment and return on your investment are not guaranteed. You should consider the information contained in this PDS and all SPDSs and the appropriateness of an investment in the Fund having regard to your objectives, financial situation and investment needs before proceeding to invest. This will include considering the risk factors that could affect the financial performance of the Fund, some of which are described in the Risks section of this PDS and in SPDSs.

No person has been authorised by the Responsible Entity to make any representation or to give any information about the Fund that is not contained in this PDS. Any representation or information of this kind that has been provided may not be relied upon as being authorised by the Responsible Entity in connection with this offer. In particular, no Investment Manager has authority to make statements on behalf of or to bind the Responsible Entity.

This PDS will be issued in paper form and also as an electronic Product Disclosure Statement (**Electronic PDS**). The Electronic PDS will be available via <https://shareprices.com.au>. Potential investors should only rely on the information in this PDS. If this PDS has been received electronically, then a paper copy of this PDS will be provided free of charge, on request by contacting Share Prices using the contact details detailed in the directory at the beginning of this PDS.

If this PDS has been received electronically, Potential investors should ensure that the complete Application Form and Electronic PDS have been obtained. The Corporations Act prohibits any person from passing the Application Form on to another person unless it is attached to the complete and unaltered Electronic PDS. If you are unsure about the completeness of this PDS, whether received in printed or electronic form, you should contact Share Prices.

Information contained in this PDS may change from time to time. Information that is not materially adverse may be updated and provided via the website at <https://shareprices.com.au>. Upon request, Share Prices will provide you with a paper copy of any updated information free of charge. If there is a change to the information contained in the PDS that is materially adverse to the offer, the Responsible Entity will issue a supplementary PDS in accordance with the Corporations Act or may issue a new product disclosure statement.

The distribution of this PDS in jurisdictions outside Australia may be restricted by law and persons who come into possession of it should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. This PDS does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer. No action has been taken to register or qualify the Fund or otherwise permit the public offer of the Fund outside Australia.

Any forward looking statements that relate to future matters which are contained in this PDS or an SPDS are subject to uncertainty and risks. The actual performance of your investment via the Fund may be materially different from those expressed or implied in the statements.

An investment in the Fund does not represent an investment or liability of the Responsible Entity, any of its related bodies corporate or any Investment Manager and is subject to investment risk, including delays in repayment and loss of capital invested or income re-invested. Neither the Responsible Entity nor any of its related bodies corporate guarantee the performance or success of the Fund, payment of distributions or repayment of your investment.

Certain terms in this PDS have defined meanings. Refer to the Defined Terms provided in section 12 of this PDS.

## KEY FEATURES

FEATURE	OVERVIEW	SECTION
<b>Fund Type</b>	The Fund is organised as an open-ended unit trust and has been registered with ASIC as a managed investment scheme.	1
<b>Strategy Portfolio / Class of Units</b>	Share Prices is the customer relationship manager in relation to the Share Prices Diversified Investment Trust Strategy Portfolio. If you invest with Share Prices then you will be investing in the Share Prices Diversified Investment Trust Strategy Portfolio.	1
<b>Risks</b>	There are risks associated with investing in the Fund and in particular due to the use of Classes for allocating investments to Strategy Portfolios. Please see section 3 of this PDS and each SPDS.	3
<b>Initial Investment Funding Methods</b>	You can fund your initial investments by electronic funds transfer or by BPAY.	4
<b>Investment</b>	Each entity wishing to invest into the Fund is required to complete the online Application Form and select Share Prices Diversified Investment Trust.	4
<b>Withdrawal from Fund</b>	You can request to withdraw all or part of your investment in the Fund, resulting in the redemption proceeds being paid to the Member, by providing a redemption request in writing in the required form to Share Prices.	5
<b>Investment Instruction deadlines</b>	<p>Investment Instructions relating to applications, withdrawals from the Fund itself can be made at any time and will generally be processed (i.e., Units issued or redeemed) on the Subscription Date following the first relevant Valuation Date after the Responsible Entity receives the Investment Instruction, provided it is received before the Designated Time. It should be noted that the relevant Valuation Dates can be different for applications and withdrawals from the Fund and can be different among Classes. The Investment Instruction deadlines for each Class will be specified in the SPDS for the Class.</p> <p>If the Investment Instruction is received after the Designated Time it will be processed on the Subscription Date following the relevant second Valuation Date after the Responsible Entity receives the Investment Instruction.</p> <p>Please refer to the Share Prices Diversified Investment Trust SPDS for specific information and terms relating to investments and withdrawals and the Designated Time.</p>	5
<b>Income Distributions</b>	<p>Distributions (if applicable) for each Class of Units will be made the last day of each financial year and such other date or dates in a financial year as may be specified by the Responsible Entity from time to time and set for each of the Strategy Portfolios. Please refer to the Share Prices Diversified Investment Trust SPDS.</p> <p>Distributions may be required as a default to be reinvested to acquire additional Units in the Fund because that tends to decrease transaction costs and improves investment performance from more continuity of investments, benefiting all Members in that Class. When permitted by the Responsible Entity for a particular Class, Distributions may be paid directly to each Unitholders bank account within 2 months after the Income Distribution Date for the Income Distribution Period. Please see the SPDS for each Class to see whether reinvestment is required.</p>	5

FEATURE	OVERVIEW	SECTION
<b>Unit price</b>	<p>The Fund has a variable Unit price. The Unit price is the Net Asset Value of the Fund, calculated with respect to each Class of Units, being the value of all assets of the Fund apportioned to that Class of Units, less the total value of the liabilities of the Fund apportioned to those assets divided by the number of Units in the Class.</p> <p>Valuations and Unit pricing in respect of each Class of Units that applies to the Strategy Portfolios will be calculated on a Valuation Date specified in the Share Prices Diversified Investment Trust SPDS.</p>	9
<b>Reporting</b>	<p>An annual report, including audited annual financial statements, will be sent out to Unit holders.</p> <p>For further details on the monthly and annual reporting, see Section 6, Reporting.</p>	6
<b>Fees and charges</b>	<p>There are fees and charges payable by you to the Responsible Entity. See section 8 of this PDS and each SPDS.</p>	8
<b>Cooling Off</b>	<p>Only retail clients have a cooling off period in relation to an investment in the Fund.</p>	9

You should consider consulting a financial adviser or financial planner before deciding whether to invest in Share Prices Diversified Investment Trust Strategy Portfolio and an appropriate amount to invest in and or withdraw from the Fund.

## SECTION 1: ABOUT THE FUND

The Fund is an open-ended managed investment scheme which is registered with ASIC. The Fund has more than one Class of Units, with each Class of Unit corresponding with each of the Strategy Portfolios available in the Fund.

### WHO IS THE RESPONSIBLE ENTITY?

Gleneagle Asset Management Limited, an Australian Financial Services Licensee (AFSL: 226199, ABN: 29 103 162 278) is the Responsible Entity of the Fund and, as such, is responsible to you for the operation of the Fund. However, the Responsible Entity is permitted to appoint managers and agents to perform some of the operation of the Fund. These include the custody of assets, the administration and management of the Fund.

### WHO ELSE IS INVOLVED?

All assets of the Fund, where required, will be held by the Custodian (or any sub - custodian appointed by the Custodian). As a Unitholder you have a beneficial interest in all assets of the Fund, as do all other Unitholders, so you do not have exclusive beneficial ownership of just some investments referable to your Units. However, the Class structure and the reporting allocate assets, liabilities, income and expenses to each Class as much as permitted by the Constitution and other law (and subject to any final determination by the Responsible Entity) so that your investments in Units in a particular Class track as far as reasonably possible by the Responsible Entity the corresponding portion of investments in the Strategy Portfolio for that Class.

The Investment Managers are appointed to manage the Fund's investments corresponding to the relevant Strategy Portfolio on an ongoing basis (unless they retire or the Responsible Entity replaces them). An Investment Manager may manage more than one Strategy Portfolio.

### STRATEGY PORTFOLIOS

Details of each Strategy Portfolio available for investment through the Fund are set out in separate document(s) each referred to as a Supplementary PDS (**SPDS**).

You must refer to each of the SPDS relating to each of the Strategy Portfolios for further details about the Strategy Portfolios.

You can obtain a copy of each of the SPDSs and because information about the Strategy Portfolios may change you should check for updated information as follows:

- on the website <https://shareprices.com.au> ;

The information relating to each Strategy Portfolio in the SPDSs includes:

- the Investment Manager;
- the investment Mandate detailing the investment objective and strategy;
- asset allocation ranges and benchmarks; and
- fees and charges applicable.

The Responsible Entity relationship with each Investment Manager is governed by an investment management agreement (except if the Responsible Entity is the Investment Manager of a Strategy Portfolio).

Each investment management agreement sets out the agreed investment objectives, strategy and any investment restrictions applicable to the Strategy Portfolio covered by that agreement. Each of the Strategy Portfolios is managed by the relevant Investment Manager, subject to the Responsible Entity's overriding power, within these broad investment guidelines. You have no contractual relationship with the Investment Managers appointed by the Responsible Entity.

The Responsible Entity may change Investment Managers and Strategy Portfolios offered.

No representations or assurances are made by the Responsible Entity, its related bodies corporate or the Investment Managers about the return of capital or any particular return of income or other performance by the Fund or any Strategy Portfolio.

## **SECTION 2: BENEFITS OF THE FUND**

The benefits include the following:

### **PROFESSIONAL INVESTMENT MANAGEMENT**

The Strategy Portfolios offered are all constructed and managed by professional investment managers (called "Investment Managers" in this PDS). If you select one or more Strategy Portfolios then those assets are professionally managed in line with the Mandate for the Strategy Portfolio described in the SPDS for that particular Strategy Portfolio.

### **TAX REPORTING AND EFFECTIVE TAX MANAGEMENT**

The Fund will be audited annually and therefore your accountant or tax adviser can use the end of financial year tax summary to assist in the preparation of your tax returns.

You should refer to Section 7, Taxation of this PDS for further information on the main taxation implications of investing in the Fund.

## SECTION 3: SIGNIFICANT RISKS

Before you make any investment in the Fund, you should identify exactly what you want your investment to achieve and what level of risk you are willing to take on the investment failing to perform in line with your expectations, or performing negatively over a period of time (i.e., your level of acceptance of risk).

Retail investors particularly should consider whether to obtain personal advice from a financial adviser or financial planner as to the investments you intend to make in the Fund and also whether the Fund is suitable for your personal financial situation, needs and investment objectives.

The following section describes the significant risks of investing in the Fund generally.

You must also read all of the SPDSs, even those you do not intend to invest in, since they will describe specific risks for each Class corresponding with Strategy Portfolios that could affect any investment in any Class (see under the heading "Multi Class Risk" later in this Section 3).

Please also note the Responsible Entity has the discretion to change the Strategy Portfolios available and the mandate for the Strategy Portfolio from time to time.

### GENERAL RISK

Risk is inherent in every investment decision, therefore it is important to understand the relationship between risks and return prior to making such a decision.

In general the higher the risk associated with an investment the higher the expected return is on the investment. Investment returns may be volatile over time and the possibility therefore exists for a Member to lose money or be unable to recover their initial investment amount.

It is important for Members to know that the future performance of any investment made via the Fund is not guaranteed, including any return in the form of income. Depending on the Strategy Portfolio's Mandate, there are various risks within particular asset classes, some of which are specific to the type of asset and some of which are general risks of any investment.

Also, inflation can erode the value of the income you receive from your investments, making it more difficult to achieve your expected investment returns relative to your financial needs (such as to maintain your standard of living or to fund your retirement plans). Inflation refers to a general increase in prices over time, reducing the purchasing or investment power of money.

### MARKET RISK

There is always a risk that any investment may fall as well as rise in value through the movement of investment markets as a whole. Market forces will impact the price of investments, and at their worst, market values of some assets may become zero if adverse market conditions are encountered.

### TIMING RISK

Timing risk refers to the risk of price falls in markets shortly after the purchase of an investment or conversely the risk of price rises in markets shortly after investments are sold. Timing risk is applicable in the context of you or your Authorised Person providing Investment Instructions to Share Prices. For example, if you provide instructions to Share Prices then, depending on the timing of applications, withdrawals as applicable to each Strategy Portfolio and the execution of orders by the Investment Managers as soon as practicable; however, there will always be some delay while the moneys can be made available for trading by the Investment Manager and investing in countries with operating time zones will also involve delays.

### POLITICAL RISK

There is a risk that investments could be adversely impacted by political factors. These could include changes to domestic and international political parties, legislative changes (such as the treatment of taxation) or change in government policy.

### LIQUIDITY RISK

Liquidity risk is the risk that the Investment Manager will have difficulty in realising assets necessary to fund withdrawals in a timely manner. For example, illiquid securities that are rarely traded on an exchange or are restricted or suspended from trading may not be able to be sold quickly, if at all, or property trusts if the underlying property assets require a considerable amount of time to market, sell and settle.

### SECTOR RISK

Sector risks include but are not limited to demand for the type of product or service a company produces or provides, commodity prices, the economic cycle of industry, shifts in consumer demands, lifestyle changes or advances in technology.

### PORTFOLIO INVESTMENT RISK

The strategy for a particular Strategy Portfolio may include investing in speculative investments with increased levels of investment risk. The value of the Fund's investments may fall or fluctuate widely which will affect the portfolio. Changes in economic, political or market conditions or the regulatory environment may adversely impact the portfolio and its investments.

In addition, other factors may affect particular investments (i.e., interest rates or exchange rates) and consequently the value of the portfolio may fall. There are no assurances that the Investment Manager will anticipate these developments. None of the Responsible Entity, its related bodies corporate and the Investment Managers guarantees the performance of any of the investments made by the Fund or any investment in Units in other Funds. Refer to the Mandates within Share Prices Diversified Investment Trust SPDS in order to determine the investment risk applicable to the specific financial products being traded within that Strategy Portfolio.

## INVESTMENT MANAGER RISK

Before investing in Units for a Class corresponding to a Strategy Portfolio, you need to consider the risks associated with the appointed Investment Manager, or the Responsible Entity when the Responsible Entity takes on this role, advising on and managing that particular Strategy Portfolio.

The investment strategy relating to a specific Strategy Portfolio may underperform its stated performance objectives, even if the general market performs well. None of the Responsible Entity, its related bodies corporate and the Investment Managers can assure performance of the investment strategy, so underperformance of a strategy or even of an Investment Manager is one of the key risks for the investor. Investment Managers are engaged by the Responsible Entity (or its agents) and the Responsible Entity has overall responsibility.

This includes temporary suspension of the Investment Manager (during which time the Responsible Entity performs the same functions as were required of the suspended Investment Manager and could also retain the fees for doing that) and ultimately replacement of the Investment Manager.

The Responsible Entity (including its agent) may do this in its discretion (subject to the terms of agreements with Investment Managers) because the range of circumstances that might justify this in the interests of investors is too broad to be specifically mandated in any contract. Circumstances include, but are not limited to, the Investment Manager losing key people responsible for the Strategy Portfolio's investment strategy, the Investment Manager having its licence suspended or withdrawn or the Investment Manager becoming unable to perform its services to the Responsible Entity.

Please note that while a SPDS may specifically refer to an Investment Manager, the Responsible Entity (including its agent) may undertake any of these supervisory actions without notifying you and without issuing a further supplementary or replacement SPDS. This is because the Responsible Entity must be able to maintain continuity of the Strategy Portfolio with least disruption to your investments.

## FUND OF FUND RISK

Any Strategy Portfolio which may include in its investment Mandate investments in listed or unlisted funds has the risk that the investment performance of Units in the Class for that Strategy Portfolio will be affected by the risks and performance of the underlying funds.

The SPDS for the Strategy Portfolio will not individually specify the risks of each of the underlying funds (because they will not generally be known at the time and they may later change).

There is no assurance that the performance of the underlying funds will be achieved, which in turn affects the risk and performance of investments for that Class in that Strategy Portfolio. Refer to the Mandates within an SPDS in order to determine if the fund of fund risk is applicable to that Strategy Portfolio.

## COUNTERPARTY RISK

This risk is that a counterparty to a given agreement made with the Responsible Entity may not meet its contractual obligations. Obviously, this risk can be managed by choosing to deal with counterparties with superior risk profiles but neither the Responsible Entity nor its agents can independently verify the risk of dealing with those counterparties nor will they guarantee their performance.

## MULTI CLASS RISK

Risks may arise due to the Fund being managed on the basis that each Class corresponds with a Strategy Portfolio. It is possible that not all of the specific risks may be identified in this PDS or any SPDS due to the open-ended nature of the Fund, since investments in each Strategy Portfolio might affect investments made for other Strategy Portfolios, due to tax and legislative or other risks that cannot be fully controlled by the Responsible Entity or known in advance and disclosed in this PDS or an SPDS.

While it is intended that the Fund operates as far as possible on the basis that the Responsible Entity allocates assets, liabilities, expenses and income to each Class according to investments made for a Strategy Portfolio, this separate allocation cannot be assured at all times in the future. The Responsible Entity will try to make the allocations based on information provided to it but will not independently verify data given to it.

The Australian taxation laws have been amended to clarify some aspects of a trustee's capacity to allocate franked distributions and capital gains to different beneficiaries and have that recognised for taxation purposes, but that law has not been generally tested and in any case does not cover all of the potential kinds of assets that the Fund might invest in or income that it might receive. The full taxation treatment for Members of receiving distributions in respect of the Fund may therefore be affected by assets held in relation to Classes of Units a Member does not invest in and, as a result of that, the tax outcome may differ from that tax expected if the investor were to invest in the underlying assets directly, or in a fund with only a single class of units. This leaves a Member with a potential risk of uncertain tax treatment arising from their investments, including arising from the Fund's investments and that cannot be further described or quantified in this PDS or a SPDS. You should read section 7 of this PDS for the statement on the taxation aspects of investing in the Fund.

It is possible that shortfalls in investments for a particular Strategy Portfolio may result in that shortfall having to be made good by the Responsible Entity drawing on assets acquired for another Strategy Portfolio. This could come about for various reasons including, but not limited to, the use of derivatives including options and this PDS or an SPDS cannot reasonably try to anticipate all of those reasons. Although it is intended that the investment guidelines and strategies for each Strategy Portfolio and implementation of them, would avoid that occurring, none of the Responsible Entity, its related bodies corporate and the Investment Managers can give any assurance that the value of Units in any Class will always strictly follow only investments made for the corresponding Strategy Portfolio.

Therefore if for any reason the Responsible Entity is not able to make allocations including but not limited to assets, liabilities, income and expenses strictly in accordance with the Strategy Portfolios, then any investor's Units' investment performance may be adversely affected by the investments for any other Strategy Portfolio. For this reason your full understanding of the risks of investing in any Units should take into account all of the Strategy Portfolios and actual size of investments in them, not just the Strategy Portfolios which you choose. Therefore you should read all of the SPDS relating to all the Strategy Portfolios within the Fund before making any initial investment.

## DEFAULT CLASS RISK

If the Fund uses a default Class this gives a risk to you that the risk and performance of the default Class does not meet your financial needs and objectives. You can manage this risk by carefully reading the SPDS for the default Class. The default Class will be Share Prices Diversified Investment Trust.

## SCHEME RISK

There are risks particular to investing in the Fund including that the Fund could be terminated, fees and charges could change, the Responsible Entity could be changed, Investment Managers of Strategy Portfolios offered by the Fund may be changed and those Strategy Portfolios could be closed or changed. There are risks in the proper monitoring of Investment Managers (to ensure portfolio directions are consistent with the Strategy Portfolios investment objectives) and in executing transactions and holding the Funds assets.

## SECTION 4: APPLICATION PROCESS

### MINIMUM INITIAL INVESTMENT

The minimum initial investment is separately set for each Strategy Portfolio. Please refer to the Share Prices Diversified Investment Trust SPDS for more information. Share Prices is the customer relationship manager in relation to the Share Prices Diversified Investment Trust Strategy Portfolio.

### APPLICATION MONEY

The Responsible Entity will accept application moneys in cleared funds (via electronic funds transfer and BPAY) and the amount of application money must be not less than the Minimum Application Amount.

If you are investing via electronic funds transfer or BPAY, then please refer to the funding instructions that will be sent to you once your application has been accepted and use the unique client identifier provided to you for funding purposes.

Application moneys held before the Units are issued will be held by the Responsible Entity in accordance with the Corporations Act and will not earn interest. The date for the Units to be issued is set for each Strategy Portfolio. Please refer to the Share Prices Diversified Investment Trust SPDS for more information.

### AUTHORISATIONS

Share Prices will only accept instructions from either yourself or your Authorised Person. When you invest in the Fund, you may appoint an Authorised Person to provide instructions to Share Prices on your behalf. For terms and conditions relating to your appointment of an Authorised Person, please refer to Section 10 Authorisations.

### APPLICATIONS

You will become a Member of the Fund after the Responsible Entity accepts your complete application and upon issuance of Units in your name. This requires receipt of cleared application moneys from you, correctly completing forms and providing required anti-money laundering information and relevant identification documentation.

The initial application into the Fund requires an Application Form to be completed online.

The Responsible Entity believes it is important for you to consider obtaining independent professional advice about your financial circumstances and needs and whether the Fund or any particular Class of Units is a suitable investment for you.

Under the Constitution, the Responsible Entity has an absolute discretion to accept or reject any application for Units without giving a reason for the decision. The Responsible Entity may therefore decline any application in its discretion and if it does it will refund your application moneys within the time required by law.

If any Units are issued and payments are dishonoured subsequent to the Units being issued, those Units will be cancelled and void as of their date of issue.

No Units will be issued until the application is complete, as detailed above, by the Designated Time set for Share Prices Diversified Investment Trust Strategy Portfolio and the application has been accepted. Please refer to the Share Prices Diversified Investment Trust SPDS for more information.

### HOW TO APPLY

To apply for units in the Fund you need to do this:

1. Complete the Application Form online, which is available at <https://shareprices.com.au>.
2. The Share Prices Diversified Investment Trust will be nominated as the default strategy.
3. Complete and provide the other forms and documentation as required (including all AML/CTF identification documents).
4. Send the necessary forms and documentation as required (including all AML/CTF identification documents) to the Responsible Entity.
5. Pay the application moneys using your unique client identifier provided to you.

### FURTHER INFORMATION

1. In respect of your investments into the Fund, your application moneys must be allocated by you based on a dollar amount to one or more chosen Strategy Portfolios, resulting in the issuing of Units in the Class of Units corresponding to each of the chosen Strategy Portfolios. This is done via the application process.
2. If there is a nominated default Strategy Portfolio relating to investments into the Fund, all the application moneys will be allocated automatically to the default strategy and will not require the investor to nominate via the Gleneagle Investment Fund application process.

Further information or documentation required is set out on the Application Form itself.

## SECTION 5: TRANSACTING

### INVESTMENT INSTRUCTIONS

Investment Instructions relating to applications and withdrawals from the Fund itself resulting in a payment of withdrawal proceeds, can be made at any time and will generally be processed (i.e., Units issued or redeemed) on the Subscription Date following the first Valuation Date after the Responsible Entity receives the Investment Instruction, provided it is received before the Designated Time. If the Investment Instruction is received after the Designated Time it will be processed on the Subscription Date following the second Valuation Date after the Responsible Entity receives the Investment Instruction.

Please refer to the Share Prices Diversified Investment Trust SPDS for specific information and the Designated Time.

Please note that this may incur transaction costs.

### MINIMUM ADDITIONAL INVESTMENT

The minimum additional investment is set for each Strategy Portfolio. Please refer to the Share Prices Diversified Investment Trust SPDS for more information. Share Prices is the customer relationship manager in relation to the Share Prices Diversified Investment Trust Strategy Portfolio.

### MAKING ADDITIONAL INVESTMENTS

You can make additional investments at any time:

- In relation to additional application moneys into the Fund this requires an additional Investment Instruction to be communicated to Share Prices either by yourself directly, or by your Authorised Person in writing.
- Additional applications can be funded by electronically transferring cash or utilising BPAY, using the funding instructions and the unique client identifier provided when your initial application had been accepted or can be obtained by contacting Share Prices.
- It may also be possible to set up regular direct debit investment contributions; this may require additional documents to be completed. You can contact Share Prices for further information.
- If there is a default Strategy Portfolio relating to investments into the Fund all the application moneys will be allocated automatically to the default Strategy.
- It is important to note that if there is no default Strategy nominated relating to investments into the Fund, your application moneys will not be allocated to a Class of Units within the Fund. Application moneys held before the Units are issued will be held by the Responsible Entity in accordance with the Corporations Act and will not earn interest.

Before making an additional investment you should refer to the website for any updates to this PDS (including a supplementary or replacement PDS) and read the SPDS for that Strategy Portfolio (and each other SPDS).

### MINIMUM WITHDRAWAL

The minimum withdrawal amount is set for each Strategy Portfolio. Please refer to the Share Prices Diversified Investment Trust SPDS for more information. Share Prices is the customer relationship manager in relation to the Share Prices Diversified Investment Trust Strategy Portfolio.

### WITHDRAWING ALL OR PART OF YOUR INVESTMENT

You can request a withdrawal of all or part of your Units from the Fund or switch between Strategy Portfolios, subject to any special withdrawal rules set for each Strategy Portfolio and always subject to the Constitution and the Corporations Act. Please refer to the relevant SPDS for more information.

If you decide and want to switch between Portfolio Strategies, this requires an Investment Instruction, relating to a withdrawal from a Strategy Portfolio and an investment into another Strategy Portfolio, to be communicated to Share Prices either by yourself directly, or by your Authorised Person.

If you wish to withdraw all or part of your investment from the Fund at any time and you want the redemption proceeds to be paid to you, this can be done by contacting Share Prices to obtain a Redemption Form or by writing to Share Prices and providing your unique client identification code (if known), account name, the value to be withdrawn and the external account details to deposit the funds into.

The contact details are provided in the directory section of this PDS.

The Responsible Entity may suspend withdrawals in certain circumstances, such as if the Responsible Entity considers it to be in the interests of Unitholders as a whole, or if sufficient interests in the underlying investments cannot be realised or it is not reasonably practicable to determine the redemption price. If the Fund becomes illiquid within the meaning of that term for the purposes of the Corporations Act, the Responsible Entity may make withdrawal offers but it is not obliged to do so.

### PAYMENT OF WITHDRAWAL PROCEEDS FROM FUND

As per the Constitution, the Responsible Entity must, within 60 Business Days of receipt of a withdrawal Request, redeem the number or value of Units in a Class specified in the withdrawal request by payment from the Class of assets at the withdrawal price.

As per the Constitution, the Responsible Entity will, in its absolute discretion, calculate whether the whole or any amount paid as redemption proceeds represents distributable income to which the Member in the Class of units was entitled.

Please refer to Section 7 of this PDS (Taxation) for information on the taxation implications if the Responsible Entity exercises this discretion.

### PERIODIC REDEMPTIONS

Under the Constitution and subject to the law, the Responsible Entity may periodically redeem some or all of the Units in a Class of any Member (other than those Units issued to the initial Member) on a date determined by the Responsible Entity and later notified to each Member regardless of whether or not the Responsible Entity has received a withdrawal request in respect of those Units.

By doing this, investors will crystallise gains or losses on their Units for tax purposes, with the result that an investor's tax position in respect of their investment in any given year may more closely mirror that which would have arisen had they invested directly in the underlying assets.

You should be aware that this may mean that you are taxable in respect of any increases in value in your investment since the last periodic redemption (or your acquisition date, if later), even though you do not receive any cash payment reflecting that gain, and even though that increase in value may be later reversed if the value of your investment falls in a later year.

New Units will be issued which correspond with the redeemed Units. It is common for broadly similar unit trust funds (whether or not multi-class) to give their Responsible Entity the power to redeem without notice, so this part of periodic redemptions is a reasonably common power. The only material difference for this Fund is that the Responsible Entity may both redeem without notice (or a specific request) and then also issue new Units in the same Class to the same total Unit pricing (no transaction costs arise). The Responsible Entity has the power and discretion to do this at any time and so might do it irregularly, or periodically or not at all, but it intends to apply this power equally to all Classes.

If the Responsible Entity decides to apply this power in a particular case, the Responsible Entity will be treated as having received and accepted an application to apply the redemption amount (and any distribution amount) received for the issue of new Units in a Class.

This redemption initiated by the Responsible Entity can also be referred to as “resetting” the Units.

Please refer to Section 7 of this PDS (Taxation) for information on the taxation implications if the Responsible Entity exercises this discretion

## INCOME DISTRIBUTIONS

Under the Constitution the Responsible Entity must pay or apply to or for the Members who are on the register at the close of business on the last day of an Income Distribution Period the amount of their respective income entitlements (excluding any amounts previously distributed in respect of the Income Distribution Period) within 2 months after the Income Distribution Date for the Income Distribution Period.

The Income Distribution Date is the last day of each financial year and such other date or dates in a financial year as may be specified by the Responsible Entity from time to time and set for each of the Strategy Portfolios.

The income entitlement distributed is the estimate of the distributable income for the Income Distribution Period which exceeds the aggregate of any income entitlements to former Members (i.e., any such amounts which the Responsible Entity in its absolute discretion calculates as the whole or any part of any amount paid as redemption proceeds representing distributable income to which the former Member in the Class of Units was entitled).

Distributions comprise your portion of any income and any realised gains or losses of the Fund. Furthermore, Unit prices fall after the end of the Income Distribution Period to reflect the distribution entitlements. The Responsible Entity recommends that you consult a financial adviser or tax adviser to determine the effect of distributions on your own tax situation.

The Responsible Entity may change the distribution times but will not do so without first notifying you. No distribution is guaranteed.

## DISTRIBUTION REINVESTMENT

Distributions may be paid to each Unitholder or may be required to be reinvested, or it may be optional, depending on what is determined by the Responsible Entity for each Class. Please see the SPDS for each Class to see which applies to a particular Class.

It may be required for a particular Class that distributions are automatically reinvested to acquire additional Units in the Fund because in some Classes that tends to decrease total transaction costs and improve overall investment performance from better continuity of investments and fewer transactions, benefiting all Members in that Class over time. The SPDS for a Class will state whether that applies to the particular Class.

When permitted by the Responsible Entity for a particular Class, Distributions may be paid directly to each Unitholders bank account within 2 months after the Income Distribution Date for the Income Distribution Period.

## SECTION 6: REPORTING

### TAX STATEMENTS

Tax reports such as CGT, an income summary, fees and a tax summary are available within six (6) months of the financial year- end (or sooner, if required by law) to assist you with your tax planning or in the preparation of your tax return.

### ADMINISTRATOR UNIT PRICE REPORTING

The Administrator will calculate the Unit pricing for each Class of Units in the Fund within 15 Business Days after each Valuation Date.

The Unit pricing gives your investment value as at each Valuation Date.

## SECTION 7: TAXATION

The discussion contained in this summary outlines the main Australian income tax, GST and stamp duty implications for Members in circumstances where the assumptions below apply. The taxation consequences for Members where any of the assumptions below do not apply may differ from those outlined below. This summary is of a general nature only and does not take into account the specific circumstances of any Member.

This summary is based on Australian taxation laws in force and administrative practices generally accepted as at the date of this PDS. Taxation laws, their interpretation and relevant administrative practices may change over the term of an investment in Units. Each Member must take full and sole responsibility for their own investment in Units, the associated taxation implications arising from that investment and any changes in those taxation implications during the course of that investment.

The information in this summary does not purport to constitute legal or tax advice. As the taxation implications for each potential Member may be different, each prospective Member should obtain their own independent professional taxation advice on the full range of taxation implications applicable to their own individual facts and circumstances.

Members should be aware that the taxation implications of investing in Units may be affected by the assets held and income received by the Fund in respect of other Strategy Portfolios, even if the Member does not hold Units in the Class referable to that Strategy Portfolio. The tax attributes associated with the assets of each Strategy Portfolio will be set out in the applicable SPDS.

### ASSUMPTIONS

This summary of the taxation implications assumes that:

- each Member will be an individual that is an Australian resident for Australian tax purposes at all times;
- each Member will not be a person who is carrying on a business of trading in securities;
- all transactions entered into by the Members or the Fund will be at prevailing market prices and otherwise on arm's length terms;
- at all times the Responsible Entity will be a company resident for tax purposes in Australia and the management and control the Fund will be in Australia;
- the Fund will not be a corporate unit trust or a public trading trust;
- the Fund will have positive distributable income every financial year, and all of that distributable income will be distributed each financial year;
- the Fund will be a "managed investment trust" (MIT) for tax purposes at all relevant times, but will not make the MIT capital election;
- the Fund is, or will be treated as, a fixed trust for tax purposes;
- it is not the case that 75% or more of the Units in the Fund (or 75% or more of the value of the Fund or of the rights to income or other distributions, including on winding-up) are held, directly or indirectly, by 20 or fewer individuals (counting associates as a single entity);
- the Unit register for the Fund will be kept and maintained at all times in Victoria;
- the Fund satisfies the following requirements to qualify as a "widely held unit trust" under the Duties Act 2001 (Queensland):

- Units have been issued to the public;
- 50 or more persons are beneficially entitled to the Units in the Fund;
- more than 20 persons are beneficially entitled to at least 75% of the total Units in the Fund;
- the Fund is a managed investment scheme within the meaning of section 9 of the Corporations Act 2001 (Commonwealth) and the scheme is registered under section 601EB of that Act.

### (Widely Held Unit Trust Requirements)

- the assets of the Fund consist of only any of the following:
  - Cash Investments;
  - derivatives being swaps or contracts for difference that do not give a legal or beneficial interest in the underlying reference assets; and
  - units or shares in a unit trust scheme or company (**Investment Entities**) respectively; and
- the units or shares in the Investment Entities are quoted on the Australian Securities Exchange and in the event of a distribution of all of the property or trust distribution of an Investment Entity (on a winding up or otherwise), the Responsible Entity will not be entitled (directly or indirectly) to 20% or more of the unencumbered value of the property of that Investment Entity.

### TAXATION OF THE FUND

#### TAXATION OF THE RESPONSIBLE ENTITY

The Responsible Entity should not be liable for tax in respect of the income or capital gains (if any) of the Fund. Rather, all of the net income of the Fund should be included in the assessable income of the Members as described below.

#### NET INCOME OF THE FUND

The net income of the Fund is determined on a global basis, i.e., across all Classes, and therefore will depend on the particular assets held by the Fund in respect of all Strategy Portfolios (including those in which a Member does not invest). As the exact nature of these underlying assets is expected to change over time (including as the result of the issue or redemption of a Class of Units), the amounts included in the net income of the Fund, and any associated tax attributes, will similarly vary over time.

On the basis that the Fund will generally hold assets for less than 12 months, it is not expected that the Fund will hold any assets on capital account. Furthermore, as the Fund will not make the MIT capital election (an irrevocable election under tax laws that allows MITs to be taxed on capital account in relation to certain investments such as shares and units), all gains or losses arising on the disposal of assets comprising the Strategy Portfolios are expected to be on revenue account (that is, capital gains tax (CGT) treatment should not apply to any of the Fund's assets).

The net income of the Fund in any given year will vary depending on the particular assets held by the Fund, and may include the following:

- interest on cash deposits;
- dividends received on underlying shares, including the amount of any franking credit attached to such dividends;
- an amount of assessable income associated with any trust distributions received by the Fund (the amount and any particular tax attributes will depend on the underlying fund);

- net gains arising in respect of the disposal of underlying assets such as shares and units;
- gains on derivatives held by the Fund, although the manner and timing in which these are brought to account for tax will differ depending on the nature of the derivative; and
- foreign exchange gains if assets are denominated in a foreign currency.

The net income of the Fund will also be reduced by allowable deductions, including:

- expenses incurred in deriving the Fund's income, including management and performance fees;
- net losses on the sale of underlying assets such as shares and units;
- losses on derivatives held by the Fund, although the manner and timing in which these are brought to account for tax will differ depending on the nature of the derivative; and
- foreign exchange gains if assets are denominated in a foreign currency.

Depending on the nature assets held by the Fund, there may be other amounts taken into account in determining the net income of the Fund, and it is not possible to address all of the potential tax implications in this PDS.

#### TAXATION OF FINANCIAL ARRANGEMENTS (TOFA)

The TOFA regime applies to tax gains from some financial arrangements on a revenue basis and, in certain circumstances, on an accruals basis over the term of the arrangement. Certain taxpayers may also elect to apply one of a number of alternative methods for the purpose of calculating gains and losses from financial arrangements.

If the Fund is subject to TOFA, certain gains and losses of the Fund may be brought to account for tax purposes before they are realised. For example, interest may be brought to account on a compounding accruals basis, and gains or losses on derivatives may be assessable or deductible when they become "sufficiently certain". Special rules also apply to determine the amount and timing of assessable/deductible amounts arising in respect of certain swaps. However, if such assets are only held for relatively short periods of time or only held within the one income year, the impact of the TOFA timing rules is not expected to be significant. The tax implications for Member of the Fund being assessed under the TOFA regime is discussed below.

#### TREATMENT OF FUND LOSSES

As noted above, the net income of the Fund will be determined on a global basis. That is, allowable deductions and losses from one Class will offset gains in other Classes in determining the net income of the Fund. In these circumstances, a loss in respect of a Class may not be available to offset future income and gains of that Class (if any).

Similarly, deductions and losses in one or more Classes of the Fund may reduce the total net income of the Fund, which may mean that Members receive a distribution that will not be included in their assessable income in full. The implications for Members are discussed below.

If the net income of the Fund (on a global basis) for any financial year is a loss, that loss will not flow through to Members but, subject to the application of the trust loss provisions, may be carried forward for use by the Fund in future income years. Broadly, the Fund may be unable to utilise any carry forward losses (other than capital losses, if any) if the Fund fails the continuity of majority beneficial ownership test or the income injection test. Changes in the membership of the Fund (e.g., on the issue of a new Class or a Class of Units being redeemed) may therefore result in a denial of tax losses that would otherwise be available.

## TAXATION OF MEMBERS

### CHARACTERISATION OF INVESTMENT IN UNITS

Members may hold their Units on either capital account or revenue account. This will depend on the Member's particular circumstances, but generally, if the Member only intends to hold their Units for a relatively short period (e.g., only a few months), the Units are more likely to be held on revenue account. Where the Member instead intends to hold their Units for several years, Units are more likely to be held on capital account.

### ASSESSABLE INCOME – DISTRIBUTIONS

Subject to the application of the streaming rules (discussed below), each Member's assessable income will include a share of the Fund's net income for tax purposes that is proportionate to that Member's share of the distributable income of the Fund for that year (including any amount of redemption proceeds taken to be a distribution of distributable income).

Since the net income of the Fund for tax purposes is determined on a global basis, the tax implications for Members may be impacted by the assets and income of Classes in which the Member does not hold Units.

To the extent that the distributions to which a Member is entitled in respect of an income year exceed the amount on which the Member is assessed (for example, due to the net income for tax purposes being calculated on a global basis, or because of timing differences under the TOFA regime), the Member's cost base in their Units will be reduced accordingly, which will affect the amount of any capital gain (or loss) on disposal of the Units (or alternatively a capital gain may arise at the time of the distribution to the extent that these amounts exceed the Unit cost base). Members should be aware that recent comments by the government in the context of the reform of taxation of trusts suggest that if a Member holds Units on revenue account, the Member will be taxed on the full amount of distributions at the time of receipt, although in this case a cost base adjustment should not occur. Members holding their Units on revenue account should seek their own advice on this issue.

### STREAMING OF INCOME AND GAINS REFERABLE TO A CLASS

Whilst the Responsible Entity may be able to allocate or "stream" certain categories of income or gains to Members of a particular Class (such that amounts distributed to Members reflect the income and gains of the Class(es) in which they hold Units, with those amounts retaining the character of the income or gain as received by the Fund), there is some uncertainty as to whether streaming is effective for income tax purposes. That is, absent specific legislative provisions, it may be that a Member will be taken to receive a "blended" or "unallocated" proportion of the net income of the Fund such that the tax attributes of amounts distributed to Members of any given Class may reflect the tax attributes of all income and gains received by the Fund as a whole. This means that distributions received by Members may not always solely reflect the tax attributes of the income and gains arising in respect of that Class.

This should only affect the tax outcome for Members if amounts "streamed" to particular Classes have tax attributes that result in a different tax treatment. In this regard, the tax laws expressly enable streaming of capital gains and franked distributions - i.e., Members that are "specifically entitled" to amounts attributable to capital gains and franked distributions will, broadly, be taxed in the same manner as though they had received those amounts directly. Relevantly, Members entitled to a share of a franked distribution received by the Fund will generally be required to include their share of that franked distribution, plus any associated franking credits, in their assessable income. Members may also be entitled to a franking offset provided they meet certain requirements, including the 45-day holding rule. Members should seek their own advice on their entitlement to franking offsets. The annual tax statement provided to Members will contain information regarding any franking credits associated with distributions.

Most other income and gains (e.g., interest, unfranked dividends, net revenue gains on the sale of underlying assets or assessable gains on derivatives) should not give rise to any different tax attributes to resident Members and accordingly the tax implications for Members in respect of such income should not be affected if "streaming" is not effective for tax purposes.

However, Members should be aware that some categories of income may give rise to different tax outcomes, including:

- (a) foreign sourced income, and any foreign income tax offset relating to foreign tax paid on such amounts; and
- (b) amounts subject to accruals taxation under TOFA or subject to income attribution rules (e.g., investments subject to the proposed "foreign accumulation fund" (FAF) rules).

Where the Fund receives such income, then the tax attributes attaching to that income may be shared on a pro-rata basis across all Members. The potential tax attributes of each Class will be set out in the applicable SPDS.

## REDEMPTION OR SALE OF UNITS HELD ON CAPITAL ACCOUNT

Where a Member holds Units on capital account, the excess of the redemption price (less any amount representing a distribution of income on redemption) over the cost base of that Unit will be treated as a capital gain. A capital loss will arise to the extent the redemption price (less any amount representing a distribution) is less than the reduced cost base of the Unit.

The cost base of a Unit should be the amount paid by the Member to acquire the Unit, plus certain incidental costs incurred in acquiring the Unit. If, for an income year, a Member receives distributions in excess of the Member's share of the net income of the Fund, the amount of the distributions not included in the Member's assessable income will reduce the Member's cost base in its Units (and give rise to a capital gain on the Units to the extent it exceeds the Member's cost base in the Units).

Members who are individuals and have held their Units for at least 12 months (excluding acquisition and disposal dates) will be entitled to discount CGT treatment, such that only 50% of any capital gain arising on the redemption of Units is included in the calculation of their assessable net capital gain. However, Members should note that if Units are redeemed annually under a periodic redemption, Members will not be entitled to discount CGT treatment in respect of their Units.

The same outcome arises if a Member sells their Units to a third person, with a capital gain arising to the extent the sale proceeds exceed the cost base for the Unit (or a capital loss to the extent the reduced cost base exceeds the reduced cost base).

Capital losses may only be applied to offset capital gains of the Member, with any net capital loss carried forward to future income years.

## REDEMPTION OR SALE OF UNITS HELD ON REVENUE ACCOUNT

Where a Member holds Units on revenue account, then any gain (or loss) arising on the redemption of the Units - essentially, the difference between the cost of acquiring the Units and the redemption price (less any amount that is a distribution) - should be assessable (or deductible) to the Member in the income year in which the Unit is redeemed.

The same outcome arises if a Member sells their Units to a third person, with the net gain or loss calculated by reference to the sale proceeds for the Units.

## PERIODIC REDEMPTION OF UNITS

If the Responsible Entity redeems and re-issues new Units to a Member as a result of a periodic redemption (or "resetting") of Units, the redemption will have the same tax consequences for Members as outlined above - that is, a gain or loss will arise on the redemption of the Units based on the Unit price at that time, with the tax treatment depending on whether the Member holds the Units on capital or revenue account.

Members should be aware that this may mean that they become taxable on any increases in the value of their investment since the last periodic redemption (or acquisition of the Units, if later), even though they do not receive any cash payment at the time of resetting. That is, the taxing point on underlying gains of the Fund or unrealised gains on a Member's Units may be brought forward to an earlier income year, including in circumstances of the unrealised gains/increases in value later being reversed by a loss or fall in value in later years. Similarly, Members may crystallise a loss for tax purposes at the time of resetting if there are losses in their Class and there is a fall in Unit value.

The Member will be issued with new Units, having a cost base equal to the redemption price of the redeemed units, less any amount representing a distribution of income on redemption. The new Units will be taken to have been acquired at the time of the resetting, which may mean that Members holding their Units on capital account will not be entitled to CGT discount treatment on the final disposal of their Units.

## TAXATION OF FINANCIAL ARRANGEMENTS (TOFA)

Generally, TOFA should not apply to a financial arrangement that is constituted by an interest in a trust if the interest in the trust is an equity interest as defined by the tax laws or an interest in a Managed Investment Scheme (although there are some exceptions to this rule). On this basis, the provisions should not apply to Members in relation to their Units.

All Members should obtain independent taxation advice as to the application of the TOFA provisions and their implications for the taxation treatment of an investment in the Units.

## TAX FILE NUMBER DECLARATION

A Member is not required to quote their tax file number (TFN) in relation to the investment in Units. However, if the Member does not quote their TFN (or in certain circumstances their Australian Business Number) and does not provide a valid exemption from quoting their TFN, the Responsible Entity will be required to withhold tax from any distribution (currently at the rate of 46.5%).

## PART IVA

Part IVA of the Income Tax Assessment Act 1936 contains general anti-avoidance provisions and should be considered by Members in respect of all investments. In general, Part IVA may apply if a taxpayer obtains a "tax benefit" as a consequence of entering into or carrying out a scheme (or part of a scheme), whether devised by the taxpayer or somebody else, and the dominant purpose of one or more parties who entered into or carried out the scheme (or part of the scheme) was to secure the tax benefit for the taxpayer.

The application of Part IVA to a taxpayer can only be conclusively determined in light of each individual taxpayer's own facts and circumstances. Members should therefore seek their own independent professional tax advice in relation to the potential application of Part IVA in their own individual facts and circumstances.

Members should be aware that the Government has introduced legislation to amend Part IVA and that these amended provisions are intended to have effect from 16 November 2012. Whilst the proposed amendments should not significantly affect the potential application of Part IVA to Members, Members should nonetheless remain alert to any further developments in this regard.

## STAMP DUTY

Under current laws and on the basis of the assumptions set out in this summary, the acquisition of Units by a Member and disposal of Units by a Member (either by sale of the Units by the Member, redemption of the Units by the Responsible Entity or otherwise) should not be liable to stamp duty in any jurisdiction in Australia.

If the Fund does not qualify as a "widely held unit trust" under the Duties Act 2001 (Queensland) (see under the heading "Widely Held Unit Trust Requirements" above) before and after any dealings with Units by a Member (including those noted above), that dealing may attract Queensland transfer duty if the Fund has an indirect interest in Queensland dutiable property. If the Fund intends to acquire an indirect interest in Queensland dutiable property prior to qualifying for the abovementioned status and the Widely Held Unit Trust Requirements will be satisfied within one year of the issue of Units to the public, consideration can be given to making an application to the Queensland Office of State Revenue for imminent widely held unit trust status.

## GOODS AND SERVICES TAX (GST)

The Fund will be charged GST on the costs / fees associated with the management of your investment (i.e., Expense Recovery, Management Fee and Performance Fee) charged by the Responsible Entity (in its personal capacity). However, if available, the Fund will claim a proportion of the GST charged as input tax credits or reduced input tax credits (RITCs). If an input tax credit or RITC is not available, the GST charged would represent a net cost to the Fund.

Unless otherwise stated, fees and charges in this PDS have been stated inclusive of the net impact of GST to the Fund.

No GST should be payable in respect of the subscription, acquisition, disposal or redemption of Units or any distributions paid in respect of the Units. GST may apply on fees charged to Members. For example, fees or commissions paid by a Member to their financial adviser may attract GST. Members should obtain their own advice as to whether an input tax credit is available for any such GST.

## TAX REFORM

The Government has announced several changes to the tax laws that may affect the taxation of the Fund and Members outlined above. These include the proposed changes to Part IVA discussed above.

The Government has also announced that it will implement a new tax system for MITs, applicable from 1 July 2014. The rules, which are elective, are intended to provide greater certainty in relation to the tax treatment of MITs, reduce complexity and lower compliance costs. No draft legislation has been released as at the date of this PDS. Based on the announcements to date, it is not expected that the new legislation would adversely affect the tax treatment of the Fund.

In addition to the proposed MIT tax changes, the Government has also announced a wide-ranging review of the tax treatment of trusts generally. Although the Government has stated that it does not intend to change the broad policy framework for the taxation of trusts, the review may nonetheless result in significant changes to the tax laws. The proposed changes are also expected to address the "streaming" issue discussed above. Whilst the proposed new MIT rules should take precedence over these general rules, the general trust tax rules could still apply to the fund if it does not qualify for the MIT rules in any particular income year, and as such, any changes to the tax laws pursuant to this review may potentially impact Members. It is intended that any changes will have effect from 1 July 2014.

## SECTION 8: FEES, CHARGES AND OTHER COSTS

### DID YOU KNOW?

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

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs if applicable. For more information, please contact Share Prices.

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

## FEES AND COSTS

The total fees, charges and other costs which you will pay will include all of the costs of investing through the Fund plus any amounts relating to your chosen Strategy Portfolio. It is important that you understand there may be fees relating to the Strategy Portfolio which you choose and that those fees are in addition to the fees charged by the Responsible Entity for the Fund. You should refer to the SPDS relating to the Strategy Portfolio for details about the fees, charges and other costs associated with each Strategy Portfolio.

All fees, charges and other costs outlined in this section are inclusive of the net impact of GST to the Fund unless otherwise specified.

These fees and costs may be deducted from the Fund assets as a whole although the Responsible Entity will, to the extent permitted by law and the Constitution, try to allocate fees, costs and other expenses incurred in relation to assets of a Class to that Class or otherwise make a fair and reasonable apportionment across Classes. Taxation implications are described in Section 7 of this PDS.

Please see "Additional Explanation of Fees and Costs" after the table.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
<b>Fees when your money moves in or out of the Fund</b>		
<b>Establishment Fee</b> The fee to open your investment.	Please refer to the SPDS for each Portfolio Strategy	Please refer to the SPDS for each Portfolio Strategy
<b>Contribution Fee</b> The fee on the initial amount contributed to your investment.	Please refer to the SPDS for each Portfolio Strategy	Please refer to the SPDS for each Portfolio Strategy
<b>Withdrawal Fee</b> The fee on each amount you take out of your investment.	Please refer to the SPDS for each Portfolio Strategy	Please refer to the SPDS for each Portfolio Strategy
<b>Termination Fee</b> The fee to close your investment.	Please refer to the SPDS for each Portfolio Strategy	Please refer to the SPDS for each Portfolio Strategy
<b>Buy / Sell Spread</b>	Please refer to the SPDS for each Portfolio Strategy	Please refer to the SPDS for each Portfolio Strategy
<b>Management Costs: The fees and costs for managing your investment.</b>		
<b>Expense Recovery</b> The fees and costs for operating the Fund. They include administration and other expenses incurred in operating the Fund e.g., custodian fees, audit, compliance, accounting, insurance). These fees and other costs comprise both fixed fees and a percentage of total assets under management.	Abnormal expenses will be recovered at cost. Transaction costs will be recovered at cost unless specified in the SPDS for a particular Portfolio Strategy. Other expenses will <b>not</b> be recovered from the Fund.  Please refer to the SPDS for each Portfolio Strategy	Abnormal expenses and (if in the case of a particular Class they are recovered) transaction costs will be borne by the Fund when incurred.  Please refer to the SPDS for each Portfolio Strategy

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
<p><b>Management Fee</b> The amount you pay for investing in a professionally managed investment option.</p>	<p>Please refer to the SPDS for each Portfolio Strategy</p>	<p>Please refer to the SPDS for each Portfolio Strategy</p>
<p><b>Performance Fee</b> The fee payable for the investment performance of a Strategy Portfolio.</p>	<p>Please refer to the SPDS for each Portfolio Strategy</p>	<p>Please refer to the SPDS for each Portfolio Strategy</p>
<p><b>Service Fees</b></p>		
<p><b>Investment Switching Fee</b> The fee for changing Strategy Portfolios.</p>	<p>Please refer to the SPDS for each Portfolio Strategy</p>	<p>Please refer to the SPDS for each Portfolio Strategy</p>

## ADDITIONAL EXPLANATION OF FEES AND COSTS

### EXPENSES

#### GENERAL

The Constitution of the Fund allows all properly incurred expenses to be recovered directly from the Fund. There are several kinds of expenses. Each kind of expense can be dealt with in a different way, as explained below. While the summary below describes the generally applicable fees, in some cases they might not be charged for some Classes or might be charged less than permitted by the Constitution, so please see each SPDS for any special or different treatment that applies to expenses in relation to a particular Class.

When expenses are paid by the Fund, they will be deducted from the Fund's assets and so that will be reflected in the Unit price. Expenses are generally paid when incurred.

#### MANAGEMENT FEE

The management fee which is payable to the Responsible Entity is one of the management costs of the Fund. Typically it is categorised separately from other expenses (as in the table above). Management fees will be charged on the basis of the Classes, so please see each SPDS for any management fee that applies to a particular Class.

#### ADMINISTRATIVE EXPENSES

We currently do not seek reimbursement from the Fund for administrative expenses such as custody fees, registry costs, compliance committee costs, audit, accounting, legal and tax advisory fees, IT, postage and printing costs. Such expenses will be paid by us out of the management fee so will not be an added cost to the Fund. We will provide prior notice to Members if we seek to recover these expenses from the Fund in the future.

#### TRANSACTION COSTS

Transaction costs incurred in the acquisition or disposal of the assets of the Fund such as brokerage, clearing costs, hedging costs, transaction fees, taxes and stamp duty will generally be paid for by the Fund. The Responsible Entity will try to allocate transaction costs incurred in relation to assets or other dealings for a Class to that Class (as much as permitted by the Constitution, the law and as it can reasonably determine). This allocation will affect the NAV for that Class and so affect the Unit price for that Class. This is to maximise fairness as among Classes.

In order to improve fairness as among Members holding Units within a Class, the Constitution of the Fund allows an estimate of these costs to be recovered from Unitholders applying to, or redeeming from, the Fund through the buy/sell spread (if it applies to Units in a particular Class). Such a buy/sell spread, if it applies in a particular Class or Unitholder, does not affect the NAV for that Class, which is generally fairer for the other Unitholders in that Class. See below (under "Buy/Sell Spread") for more information.

The amount of transaction costs incurred when transacting to implement and to manage investment objectives for a particular Strategy Portfolio is dependent on a number of different variables, including the level of trading undertaken for that Class so we are unable to provide a meaningful estimate or example of these costs.

#### ABNORMAL EXPENSES

Abnormal expenses such as the cost of Unitholder meetings, dealing with disputes with Members, defending legal proceedings, legal costs incurred by changes in the Fund's Constitution and the costs of terminating the Fund will generally be borne by the Fund. Abnormal expenses are not generally incurred during the day-to-day operation of the Fund and might not be incurred in any year. We will seek reimbursement from the Fund in relation to these expenses if they arise.

### FEE FOR WHOLESALE INVESTORS

In accordance with the Corporations Act and the Constitution, we are permitted to negotiate fees individually with investors classed as "wholesale clients" or "sophisticated" or "professional" investors; however, it is not currently proposed to do that.

### VARIATION OF FEES

Under the Constitution, the Responsible Entity may waive, reduce or refund any part of the fees specified in this PDS without your consent. The Constitution sets out the limits for the fees that the Responsible Entity may charge and the method of recovery, the recurrence of the recovery and the timing of the recovery of the fees. If a change in fees or costs results in an increase in fees or costs, then (except any changes to the buy/sell spread) the Responsible Entity will give notice to Members at least 30 days before the change takes effect.

We cannot charge more than the Constitution of the Fund allows unless we obtain Members' approval to do so. While the fees charged for each Class are disclosed in the SPDS for that Class and in many cases are not charged or are charged less than the maximum permitted by the Constitution, you should be aware that under the Constitution the maximum fees (exclusive of the net effect of GST) are:

- a maximum contribution fee (i.e., Entry Fee) of 5.0% of the investment amount;
- a maximum redemption fee of 5.0% of the redemption amount (i.e., the Withdrawal Price);
- a maximum management fee of 5.0% pa of the value of the assets of the Fund Asset (i.e., the NAV calculated on a daily basis); and
- a maximum fee for the investment performance of a Strategy Portfolio (Performance Fee) in respect of each Unit or Units in a Class of up to 30.00% per annum of the increase in the Net Asset Value of the Class Assets.

### ADVISOR FEES

Additional fees may be paid by you to your financial adviser. These are not fees, charges or costs of the Fund. You should refer to the statement of advice provided by your adviser for details of those fees. We do not have in place any arrangements with any advisers to pay them any fees you may owe them.

### NO ALTERNATIVE FORMS OF REMUNERATION

We do not provide alternative forms of remuneration which are permitted by or in accordance with the Corporations Act and the Constitution (which includes professional development, sponsorship and entertainment for licensed financial advisers, dealer groups and master trust or investor directed portfolio service (IDPS) operators).

### TAXES

Unless otherwise stated in this PDS or in an SPDS, all fees and costs are quoted inclusive of any Goods and Services Tax (GST) and net of any reduced input tax credits (RITCs). 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 and RITC calculations, actual fees may vary slightly from those stated in an SPDS, which may be rounded to two decimal places.

See the Taxation section 7 of this PDS for more details.

### EXAMPLE OF ANNUAL FEES AND COSTS

As each of the Strategy Portfolios may have their own fee structure,

please refer to the Share Prices Diversified Investment Trust  
SPDS.

## SECTION 9: ADDITIONAL INFORMATION

### UNIT PRICE CALCULATION

When you invest in the Fund you are issued a number of Units based on the amount invested and the current Unit price. Each Unit represents an equal part of the net asset value in respect of a particular Class of Units (based on the market value of the portfolio of investments in respect of that Class).

The Unit price is ordinarily calculated on a Valuation Day for that Class (which might differ from the Valuation Day for other Classes).

In accordance with the Responsible Entity's policy on unit pricing discretions, a valuation will not be carried out if, in the opinion of the Responsible Entity or its agent (the Administrator) believes there are reasonable reasons for delaying it, such as the market pricing being unavailable.

The Unit price for Units in each of the Classes to be issued during the initial application period is \$1.00.

After that:

The Unit price for Units in a Class will be calculated by:

- (i) determining the NAV of the Class assets for that Class of Unit (that is, the value of all assets less liabilities (other than liabilities relating to a Unitholders redemption rights) dividing the resulting amount by the number of Units in a Class on issue; and
- (ii) adjusting by adding an amount (in the case of applications) and deducting an amount (in the case of withdrawals) to reflect any buy/sell spread (if applicable).

All Unit prices are calculated to six decimal places and reported to 4 decimal places.

Fractional Units may be issued and are calculated to six decimal places and reported to 4 decimal places.

The Responsible Entity has adopted a policy on Unit pricing discretions which documents the Unit pricing discretions that the Responsible Entity may exercise. A copy of this policy is available free on request. If the Responsible Entity exercises a Unit pricing discretion for which there is no documented policy at the time of exercise, or in a way that differs from its policy, it will prepare a document explaining the unit pricing discretion. A copy of that document will be available free on request.

### TRANSFER OF UNITS

You can transfer the ownership of your Units at any time, provided that you do this in an approved form. The Responsible Entity has the discretion to refuse transfers and is not obliged to accept a transfer that is not in an approved form or if stamp duty (if applicable) has not been paid to the relevant government authority. Please contact Share Prices for more information.

### COOLING OFF PERIOD

If you have invested directly into the Fund and are not a "wholesale client" as defined in the Corporations Act, you are entitled to a 14 day cooling off period during which time you may return or redeem the Units subscribed for and receive an amount equal to the amount that would have been the allocation price for the Units if they had been issued on the day on which the Responsible Entity receives notice of their return.

Please note that the amount returned to you may be greater or less than the amount initially invested, since it will be impacted by market movements in the Fund's assets, applicable transaction costs and any non-refundable tax or duty paid or payable. That possible difference in the amount returned is likely to have tax implications for you.

Cooling off rights do not apply to distribution reinvestments or when the Fund is illiquid.

A retail client's right to cooling off is subject to certain conditions allowed by law. Cooling off rights do not apply to wholesale clients.

### ASIC RELIEF

ASIC has issued a declaration which has the effect of amending the Corporations Act to allow the Responsible Entity to determine the Unit price for applications and withdrawals attributable to Units in each Class.

### CONSTITUTION

The Constitution and the Corporations Act govern the rights of a Member.

The Constitution is the primary document governing the relationship between the Responsible Entity and Members and contains extensive provisions about the legal obligations, rights and powers of both the Members and the Responsible Entity.

It provides that the assets of the Fund are vested in, and held by, the Responsible Entity or any custodian (or its sub-custodian) the Responsible Entity appoints. It includes broad powers for the Responsible Entity to carry out its duties and deal with the assets, including the right to fees and reimbursement of expenses, details about how it must comply with Investment Instructions relating to choosing new investments in Strategy Portfolios.

The Constitution also details the Responsible Entity's entitlement to be indemnified out of the assets for all liabilities, costs, damages or expenses incurred in connection with its office, or in prosecuting or defending any action in respect of a provision of the Constitution.

The liability of the Responsible Entity is limited to the extent of the assets of the Fund, except if there has been any fraud, negligence or breach of trust by the Responsible Entity.

The absolute beneficial entitlement of Members to the assets held for the Fund is set out in the Constitution.

The liability of Members is limited under the Constitution to the value of their investment. However, the question of limited liability for investors of managed investment schemes has not been tested in a court of law.

All Members are bound by the Constitution including any amendments. A special resolution of Members at a properly convened meeting is required to amend the Constitution, unless the change does not adversely affect the rights of Members. Upon request, you can obtain a copy of the Constitution.

### COMPLIANCE PLAN AND COMPLIANCE COMMITTEE

The Compliance Plan outlines the principles and procedures which the Responsible Entity will invoke to ensure that it complies in all respects with the provisions of the Corporations Act, ASIC policy and the Constitution. The Compliance Plan deals with an extensive range of issues in relation to the operation of the Fund compliance committee, consisting of members who are internal and external to the Responsible Entity has been established. The compliance committee is responsible for monitoring compliance with the Compliance Plan and reports on its findings to the Board.

### CUSTOMER RELATIONSHIP MANAGER

Share Prices has been appointed by the Responsible Entity to provide customer relationship services for the Fund. This PDS describes how and when to contact Share Prices.

### ADMINISTRATOR

An Administrator has been appointed by the Responsible Entity to provide registry and other services to the Fund.

### AUDITOR

The Fund and the Compliance Plan are required to be audited annually.

### UNITHOLDER'S LIABILITY

The Constitution provides that the liability of each Unitholder is limited to their investment in the Fund. It is therefore expected that Unitholders will not be under any obligation if a deficiency in assets of the Fund was to occur. However, because the efficacy of such a provision is yet to be tested at law, no absolute assurance can be given that Unitholders will be protected from liability to third parties.

### COMPLAINTS HANDLING POLICY

You have a right to complain if you are not satisfied with the performance of the Responsible Entity. The Responsible Entity takes all complaints seriously and will provide you with a copy of the complaints handling policy on request and at no charge.

If you have a complaint, then you should notify the Responsible Entity in writing. Once a complaint is received, the Responsible Entity will acknowledge the complaint immediately, or if not, as soon as practicable after receipt. The Responsible Entity will endeavour to resolve any complaint and provide a final response as soon as practicable, but within 45 Business Days from receipt.

If a satisfactory resolution cannot be reached, then you may lodge your complaint with the Australian Financial Complaints Authority (AFCA) (details below), of which the Responsible Entity is a member. Please note that AFCA will not deal with your complaint unless you have first raised your concerns with the Responsible Entity.

You can contact AFCA as follows:

By telephone: 1300 931 678 (free call) Email: [info@afca.org.au](mailto:info@afca.org.au)

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

In writing: GPO

Box 3

Melbourne VIC 3001

### PRIVACY

The Responsible Entity is committed to managing and only using personal information in ways that comply with the Privacy Act. If you complete an Application Form you will be providing personal information to the Responsible Entity for the Fund. The personal information is collected by the Responsible Entity and will be disclosed to the Responsible Entity custodians, to the systems and software providers, any brokers it might use, and any other party the Responsible Entity believes necessary to facilitate the operation and maintenance of your investment in the Fund.

The Responsible Entity holds and uses that personal information only in order to:

- assess your application;
- service your needs as a Member;
- provide facilities and services that you request;
- carry out the appropriate administrative services for the Fund; and
- comply with any laws which the Responsible Entity is required to comply with (such as the anti-money laundering legislation discussed in more detail of this PDS).

If you have notified Share Prices that you have an Authorised Person, either on the Application Form or in writing (at a later date), you acknowledge that details of your investment will be provided to them. This will continue until you notify the Responsible Entity otherwise in writing.

The Responsible Entity may provide your personal information to related entities. The Responsible Entity may also use the personal information collected from Members for the purpose of providing direct marketing material that the Responsible Entity believes may be of interest to you. The Responsible Entity will stop providing this information if requested by you to do so.

A copy of the Responsible Entity's Privacy Policy is available at [www.gleneagle.com.au](http://www.gleneagle.com.au), or by contacting the Responsible Entity.

### CONSENTS AND DISCLAIMERS

Each of the persons named in this PDS in a statement which might be relied upon has given its consent to be named in this PDS in the form and context in which it is named. Each of the parties has not caused the issue of this PDS and does not make, nor purport to make, any statement in this PDS. Each of the parties has not, before the issue of this PDS, withdrawn its consent to be named. Each of the parties expressly disclaims and takes no responsibility for any part of this PDS other than the reference to its name.

The directors of the Responsible Entity has authorised the issue of this PDS.

### RELATED PARTIES, CONFLICTS AND OTHER BENEFITS

The Responsible Entity has a policy for managing conflicts of interests and related party transactions. All transactions entered into by or on behalf of the Responsible Entity with related parties are conducted at arm's length, meaning that they are entered into on terms comparable with or better than arrangements that would be made with unrelated third parties.

The Responsible Entity may act as trustee for other funds. The Responsible Entity, its associates and their directors and employees may engage in trading the same as or different from trading for any particular Class of the Fund and they may hold principal positions which are similar to or the opposite of the investments held for the Fund. In the course of their services, any of them may receive benefits which directly or indirectly arise in relation to the investments made for the Fund. The Responsible Entity and its associates may also give benefits to the Fund, such as not charging for fees or arranging for lower fees and charges that might not otherwise be available to the Fund. All of these possibilities are covered by the Responsible Entity's policy

### LABOUR STANDARDS OR ENVIRONMENTAL, SOCIAL OR ETHICAL FACTORS

Unless otherwise stated in an SPDS for a particular Strategy Portfolio, no investments made for the Fund take into account labour standards or environmental, social or ethical considerations in relation to investment decision making relating to their Mandates or investment strategies.

### NOTIFICATION OF ELECTION TO RECEIVE ANNUAL REPORTS

Annual Reports will be sent free on request in electronic copy by email to your email address provided on the Application Form.

You may later change your election on how to receive the Annual Report or notifications that Annual Reports are available.

## SECTION 10: AUTHORISATIONS

### ONLINE TERMS AND CONDITIONS

The Responsible Entity will not generally be liable for any loss incurred by you if your password is used by someone without your authority, except to the extent that such liability is attributable to the Responsible Entity's own negligence. Therefore, you agree to indemnify and to release the Responsible Entity from all potential actions and liabilities arising from Share Prices acting on what appeared to be genuine instructions from you or from your Authorised Person on your behalf.

Members should take care to store their password securely and separately from their application records.

### APPOINTMENT OF AN AUTHORISED PERSON

When you invest in the Fund you may appoint an Authorised Person who can provide instructions to Share Prices on your behalf. To appoint an Authorised Person and authorise Share Prices to provide your Authorised Person with information about your investment in the Fund, you must complete and sign the relevant section of the Application Form.

The appointment of an Authorised Person is subject to the following terms and conditions. Your Authorised Person will be permitted (unless you make restrictions which we accept):

- to transmit your Investment Instruction relating to your investments in the Fund including (without limitation), making additional investments or withdrawals from the Fund, or changing your investor details;
- make enquiries about your investment in the Fund; and
- to transmit your requests to the Responsible Entity on your behalf in relation to the transactions listed above and any incidental transactions.

If Share Prices receives directions or an enquiry from a person whom Share Prices reasonably believes is your Authorised Person, then Share Prices will act on such directions and enquiries as if they were your personal acts. Until Share Prices receives a written cancellation of the appointment, Share Prices will continue to act on any instructions from your Authorised Person. The Responsible Entity may cancel or vary the terms of the appointment of an Authorised Person upon providing you with 14 days' notice. If your Authorised Person is a company or a partner acting for a partnership, all actions taken by any director, partner, or authorised officer of the Authorised Person is deemed to be an act of the Authorised Person.

The Responsible Entity is not responsible for and does not provide personal advice in relation to your investments. The Responsible Entity, its successors and assignees disclaim any liability for direct or consequential loss, damage or injury arising from your appointment of an Authorised Person. You agree that the Responsible Entity is not responsible for acts, matters and things done or purported to be done by your Authorised Person even if not authorised by you, provided Share Prices have no reasonable reason to believe that they are not your Authorised Person.

Neither you nor any person making a claim on your behalf will have any right or claim against the Responsible Entity, its related bodies corporate successors and assignees regarding any matter, act, or thing done or purported to be done by your Authorised Person. Any payment made, requested or received by your Authorised Person constitutes a release of the Responsible Entity obligations and neither you nor any person making a claim on your behalf will have any cause of action against the Responsible Entity.

## SECTION 11: ANTI MONEY LAUNDERING COMPLIANCE

In order to comply with current or future regulations aimed at the prevention of money laundering and counter terrorism financing, including but not limited to the laws and regulations of Australia in force from time to time (**AML/CTF law**), appropriate detailed identification and verification about an Applicant will be required, which may include identification of underlying beneficial owner(s). The Responsible Entity may delay or refuse to accept an application (and return any funds received with the application without interest) of a prospective Applicant who delays or fails to produce any information Share Prices request for verification purposes or if the Responsible Entity are concerned that the application may breach any obligation of, or cause the Responsible Entity to commit or participate in an offence under the AML/CTF law and the Responsible Entity will incur no liability to you if this occurs.

Your application will not be accepted or processed until all required information has been received to Share Prices' satisfaction (including any additional information that may be requested) and the Responsible Entity is satisfied that all client identification procedures have been completed and any other obligations under the AML/CTF law have been complied with.

Share Prices may also require you to provide additional information and identification documents to those listed in the Application Form.

By completing the Application Form, you warrant that:

- You are not aware and have no reason to suspect that:
- the moneys used to fund your investment have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement ('illegal activity'); or
- the proceeds of your investment will be used to finance any illegal activities.
- You, your agent, or your nominated Authorised Person will provide Share Prices with all additional information and assistance that may be requested in order to comply with the Responsible Entity obligations under any AML/CTF law.
- You are not a 'politically exposed' person or organisation for the purposes of any AML/CTF law.

## SECTION 12: DEFINED TERMS

<b>\$</b>	Australian dollars
<b>Administrator</b>	Apex Fund Services (Australia) Pty Ltd (ACN 149 408 702) has been appointed as the administrator of the Fund.
<b>AEST</b>	Australian Eastern Standard Time
<b>Applicant</b>	A person who submits an application in accordance with this PDS and the Share Prices Diversified Investment Trust SPDS relating to the Strategy Portfolio, to become a Member of the Fund and issue the Class of Units to the Strategy Portfolio.
<b>Application Form</b>	The form which is required to apply to become a Member of the Fund and to select the Class of Units for investments.
<b>ASIC</b>	Australian Securities and Investments Commission.
<b>Auditor</b>	LNP Audit and Assurance Pty Limited (ABN 65 155 188 837) has been appointed the auditor of the Fund.
<b>Business Day</b>	Any day on which trading banks are open for business in Sydney, Australia.
<b>Cash Investments</b>	Cash Investments includes at call cash accounts, cash term deposits, fixed interest securities and any similar cash, term or yield security financial products permitted by the Constitution to be an asset of the Fund.
<b>Class</b>	A class of Units. There is one Class for each Strategy Portfolio.
<b>Compliance Plan</b>	The Compliance Plan for the Fund lodged with ASIC.
<b>Constitution</b>	The constitution of the Fund lodged with ASIC, which sets out the rules for the way the Fund is managed. A copy of this document is available free of charge on request.
<b>Corporations Act</b>	Corporations Act 2001 (Commonwealth).
<b>Designated Time</b>	Designated Time means, in respect of an application for Units or a withdrawal request (as the case may be), the time during each Business Day designated from time to time by the Responsible Entity. The Designated Time applicable to applications for Units and to withdrawal requests may be the same or different – see the SPDS for each Class.
<b>Fund</b>	Gleneagle Income Fund ARSN 605 489 094.
<b>GST</b>	Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999.
<b>Income Distribution Date</b>	The Income Distribution Date is the last day of each financial year and such other date or dates in a financial year as may be specified by the Responsible Entity from time to time and set for each of the Strategy Portfolios.

<b>Income Distribution Period</b>	The Income Distribution Period is the period beginning on the date of commencement of the Scheme and ending on the first Income Distribution Date and, after that, the period which begins on the day after the preceding Income Distribution Date to the next occurring Income Distribution Date except that the last Income Distribution Period is the period commencing on the day after the preceding Income Distribution Date and ending on the date of final distribution on winding up of the Scheme.
<b>Investment Instructions</b>	Investment Instructions are instructions given by or on behalf of an Applicant and, later, as a Member, relating to applications and withdrawals from the Fund itself resulting in a payment of withdrawal proceeds.
<b>Investment Manager</b>	This is the manager which may be appointed to advise the Responsible Entity on a Strategy Portfolio. Refer to the Share Prices Diversified Investment Trust SPDS.
<b>Mandate</b>	The directive on how the Investment Manager or if none is appointed the Responsible Entity, must manage each Strategy Portfolio according to that Strategy Portfolio's risk and return profile to achieve a stated investment objective.
<b>Member</b>	A person whose name is entered in the register as the holder of a Unit (including persons jointly registered) or who remains a participant in the Scheme pending reinvestment of funds from one Class of Units to another Class of Units.
<b>NAV</b>	Net Asset Value of the Fund, calculated in respect to each given Class of Units issued, being the value of all assets of the Fund for that Class of Units less the total value of the liabilities of the Fund for that Class of Units, divided by the number of Units in that Class on issue, in accordance with the all of provisions in the Constitution.
<b>Offer</b>	The offer to issue Units made pursuant to this PDS and the SPDS relating to the Share Prices Diversified Investment Trust.
<b>PDS</b>	This Product Disclosure Statement, as supplemented from time to time.
<b>Responsible Entity</b>	Gleneagle Asset Management Limited ACN 103 162 278, AFSL 226199.
<b>Share Prices</b>	Share Prices Funds Management Pty Ltd (ACN 623 398 890)
<b>Strategy Portfolio</b>	A portfolio of assets for a Class of Units invested according to the Mandate for the Strategy Portfolio. Details of available Strategy Portfolios, their Mandate, and other details including specific risks, fees and other important information can be found in the SPDS relating to the Strategy Portfolio. All Units in a particular Class correspond with the Fund's investments for the particular Strategy Portfolio for that Class.
<b>Subscription Date</b>	This is the date the Units in a Class are issued. Ordinarily in respect of each given Class of Units it is a calendar day by reference to Australian Eastern Standard Time (AEST) corresponding with the first Trading Day following a Valuation Date unless it is described differently in the SPDS for that given Class of Units and in any case it may be such other date as determined by the Responsible Entity.
<b>Trading Day</b>	Is a day the markets are open for execution of the financial products being traded for the particular Strategy Portfolio.
<b>Unit</b>	A fully paid unit in a given Class of Units in the Fund issued under the Constitution and offered pursuant to this PDS and an SPDS relating to the Share Prices Diversified Investment Trust.
<b>Unit price</b>	Refers to the "Initial Price" of a Unit in each Class, with "Initial Price" being the term used in the Constitution which sets out how the calculations are to be made from time to time.
<b>Unitholder</b>	The holder of a Unit issued in the Fund (as recorded in the register of Members).
<b>Valuation Date</b>	This is the date when the NAV of the Class of assets are calculated for determining the Unit price for a particular Class of Units. This is set for each Strategy Portfolio. Please refer to the Share Prices Diversified Investment Trust SPDS for more information.