



MUTUAL TRUST

# Mutual Trust Cash Fund Product Disclosure Statement

ARSN: 108 504 098

Responsible Entity: Mutual  
Capital Ltd ACN 100 733 695

Australian Financial Services  
Licence Number: 238314

Issue date 1 September 2018

Account Name:

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## Important Information

This Product Disclosure Statement (“PDS”) provides important information about the offer of Units in the Mutual Trust Cash Fund (“MTCF” or “Fund”).

This PDS is not required to be lodged with the Australian Securities & Investments Commission (“ASIC”). ASIC takes no responsibility as to the contents of this PDS.

This PDS replaces any previous PDS issued by Mutual Capital in respect of the Fund and applications for Units will not be accepted under any other PDS during the life of this PDS.

This PDS does not constitute an offer or invitation in any place where, or to any person to whom, it would not be lawful to make such an offer or invitation. No action has been taken to register or qualify the Fund or otherwise to permit a public offering of the Units in the Fund in any jurisdiction outside Australia.

Accordingly, the distribution of this PDS in jurisdictions outside Australia is limited and may be restricted by law. The offer made in this PDS is available only to persons receiving this PDS in Australia as a hard copy or electronically. If you receive this PDS electronically Mutual Capital will provide a hard copy free upon request during the life of this PDS.

### About Mutual Capital

Mutual Capital Ltd ACN 100 733 695, (“Mutual Capital”, “we”, “us”, “our”, “Responsible Entity” or “MC”) is the responsible entity and the trustee of the Fund and holds Australian Financial Services Licence number 238314. Mutual Capital is the issuer of this PDS and of Units in the Fund (“Units”). Mutual Capital is a wholly owned subsidiary of Mutual Trust Pty Ltd ACN 004 285 330, (“Mutual Trust”, “MT” or “Investment Manager”) which holds Australian Financial Services Licence number 234590.

### About Mutual Trust

Since it was founded in 1951, Mutual Trust has provided comprehensive financial and accounting services to its clients. We have appointed Mutual Trust as:

- investment manager, to manage and invest the assets of the Fund in accordance with the Fund’s constitution and any current PDS;
- provider of administrative services to the Fund; and
- Custodian, to hold the assets of the Fund.

As Responsible Entity of the Fund, Mutual Capital oversees and monitors the discharge of Mutual Trust’s obligations in respect of the Fund.

Neither Mutual Capital, Mutual Trust, nor any member of the Mutual Trust Group of Companies makes any representation or gives any guarantee as to the capital value, payment of income or the

performance of the Fund. Investments in the Fund do not represent a deposit with, or a liability of Mutual Capital, Mutual Trust, or any member of the Mutual Trust Group of Companies. Investments in the Fund are subject to investment risk, including loss of income and capital invested, as well as delays in repayment. These risks are managed by risk management strategies implemented by the Mutual Trust Group (refer to Significant Risks on pages 9 and 10).

Investors should read this entire PDS carefully before deciding to invest in the Fund. This PDS does not constitute financial product advice and, in preparing this PDS, Mutual Capital has not taken account of your financial position, investment objectives or particular needs. Accordingly, prior to making an investment decision on the basis of this PDS, you should consider whether the investment is appropriate in light of your own particular needs and if necessary, you should consult with your professional financial advisor.

Information relating to the Fund may change from time to time.

## The Fund at a glance

This is a brief description of the key features of the Fund only. Please read the entire PDS before deciding to invest in the Fund and if necessary, consult your financial advisor.

Responsible Entity	Mutual Capital Ltd ACN 100 733 695, AFSL No. 238314
Investment Manager	Mutual Trust Pty Ltd ACN 004 285 330, AFSL No. 234590
Investment Objective	The Fund aims to provide investors with a low risk product and a competitive rate of return through investment in a portfolio of quality interest bearing securities and generate regular income payments to Unit Holders.
Investment Approach (see 'How is your money managed?', page 7)	The Fund makes investments which are permitted under its Constitution. The portfolio has a bias to short term bank issued or bank backed securities and will only hold securities which are realisable within 12 months.
Minimum initial investment (see page 16)	\$10,000 <sup>1</sup>
Minimum additional investment (see page 16)	None <sup>1</sup>
Minimum withdrawal (see page 16)	None <sup>1</sup>
Minimum balance (see page 16)	\$10,000 <sup>1</sup>
Income of the Fund and Distributions (see page 18)	Monthly
Application Price (see page 19)	\$1.00
Reporting to Unit Holders (see page 19)	Monthly
Estimated Management Costs (see page 12)	0.980% per annum (including the net impact of GST) of the value of the net assets of the Fund.
Performance Fee	Nil
Entry / Exit Fee	Nil
Applications for investment (see page 16)	Daily. Applications received by 12 noon will usually be processed the same day.
Withdrawals (see page 17)	Daily. Withdrawal requests received by 12 noon will usually be processed the same day.
Transactional Facilities (see page 8)	The Fund has the following transactional facilities available: BPAY Electronic Funds Transfer Cheques and bank cheques International Money Transfers, Foreign Currency Payments and Foreign Currency Bank Drafts Periodic Payments Direct Credits

<sup>1</sup> Subject to change at the discretion of Mutual Capital

## Structure of the Fund

The Fund is a managed investment scheme registered under Chapter 5C of the Corporations Act. The Fund issues Units to investors who invest in the Fund.

## Investment in the Fund

The Fund pools the money of many investors to access interest rate returns normally only available to larger investors. The Fund invests in a managed portfolio of investments to seek a low risk but competitive rate of return.

The Fund predominantly invests in a combination of bank-backed interest bearing investments such as "at-call" deposits, term deposits, bank bills and other securities whose returns are derived from interest rate markets and will mature within 12 months. The Fund provides a convenient and competitive cash management facility for its investors. If we materially change the way the Fund is invested, we will notify you in accordance with our obligations under the Corporations Act.

## How is your money managed?

The Fund only invests in investments allowed under its Constitution and the current PDS.

Mutual Trust, as investment manager, selects and manages the investment portfolio of the Fund from available money market investments and interest rate securities which fall within those investments authorised by the Constitution and the current PDS. The portfolio is closely monitored to ensure adherence to both the Constitution and the current PDS.

Mutual Trust assesses the Fund and market factors in managing the portfolio. Some of the factors that are considered include:

- domestic changes in interest rates as influenced by factors such as inflation, economic growth and interest rate responses by the Reserve Bank of Australia;
- credit market environment;
- global interest rate markets; and
- the Fund's liquidity requirements and investor profile of the Fund (proportion of large investors in the Fund at any one time).

The majority of the Fund's investments will accrue income through exposures to interest bearing investments such as "at-call" deposits, term deposits, bank bills and other securities whose returns are derived from interest rate markets. Returns are therefore likely to fluctuate in accordance with prevailing market interest rates.

Under the Constitution of the Fund, the Fund must be invested in investments which mature within 12 months, or in respect of which Mutual Capital may require repayment in full within 12 months.

Where investments have maturity dates beyond a 12 month period, Mutual Capital takes steps to ensure it can require repayment in full within 12 months.

The Fund will not borrow to meet redemptions or distributions of income.

For information on the portfolio of the Fund or the performance of the Fund contact Mutual Trust on +61 3 9605 9500.

## Key Benefits

The key benefits of investing in the Fund are:

1. Low risk - The Fund invests in a managed portfolio of investments to seek a low risk but competitive rate of return.
2. Pooling - By investing in a managed fund and pooling your money with other investors, you can take advantage of investment opportunities that you may not be able to access as an individual investor.
3. Regular returns - The aim of the Fund is to provide monthly returns through the active management of a portfolio of income producing assets.
4. Specialist manager - Mutual Trust has an experienced team of professional managers to manage the investments of the Fund.
5. Flexible access to your money - You can usually make a withdrawal from the Fund on any Business Day.
6. Diversification - Investments are spread across different income asset types.
7. Distribution re-investment - Your distributions are automatically re-invested in the Fund.
8. Transactional facilities - The Fund operates the following transactional facilities through arrangements with external financial institutions. To arrange a withdrawal using these facilities, you will need to complete the withdrawal form attached to this PDS. Additional copies of the withdrawal form can be provided on request.
9. BPAY - we are able to process BPAY transactions on your behalf;
10. Electronic Funds Transfer - we can make funds transfers to any Australian bank account on your behalf;
11. Cheques and bank cheques drawn to third parties as you require;
12. International Money Transfers, Foreign Currency Payments and Foreign Currency Bank Drafts - we offer these services for a selection of currencies. To request payment through one of these facilities, please complete the International Money Transfer/Foreign Currency Payment/Foreign Currency Bank Draft request which contains specific terms and conditions. A form is attached to this PDS or please contact Mutual Trust for additional copies;
13. Periodic Payments - we are able to make periodic payments from your Cash Fund account for a recurring amount. Payments can easily be set up and maintained by completing a Periodic Payment Authority, which is attached to this PDS or please contact Mutual Trust for additional copies; and
14. Direct Credits - arrangements can be made for additional payments to be received by a direct crediting facility. Payments such as dividends, interest, salary and pensions can be made directly to the Fund using Electronic Funds Transfer facilities.

There are risks involved in using these facilities. For example, if you or your agent provides incorrect banking details the funds may be transferred to the wrong account. Refer to 'Significant Risks' below. We do not accept liability for, and you indemnify us against, any loss incurred in using these facilities if incorrect information has been provided by you or on your behalf. We may pass on any associated fees charged by financial institutions and you should contact your financial institution to find out if any fee will be charged directly to you.



We reserve the right to cancel, suspend or amend the terms and conditions of these facilities without notice.

In limited circumstances, we can make a “sweep facility” available which enables you to use your Cash Fund account to fund a separate bank account which you maintain with National Australia Bank (“Your NAB Account”). Through this facility, funds up to a specified daily limit will be “swept” from your Cash Fund account to Your NAB Account, to fund withdrawals made from that account, for example, through ATMs, internet banking or cheque payments. Deposits made to Your NAB Account will also be “swept” back to your Cash Fund account. The “sweep facility” is not part of the Fund but is a facility through which Unit Holders may be able to use their Cash Fund account in conjunction with their other financial arrangements.

A sweep facility can only be “linked” in this way to an account with National Australia Bank. Specific terms and conditions apply to the availability and operation of the sweep facility. Fees will apply in relation to the sweep facility in addition to the fees which relate to the Fund, which may include fees charged by National Australia Bank.

If you are interested in further information regarding the possibility of establishing a sweep facility, please contact Mutual Trust on +61 3 9605 9500.

### Significant Risks

There is always a level of risk associated with making an investment. When the capital value of your investment is expected to change over time, the investment would be considered to be more risky or volatile. Investments which offer the highest returns tend to carry the highest levels of risk. The Mutual Trust Cash

Fund seeks to provide a low risk option for the cash management requirements of investors.

The management and investment of the Fund is governed by the Constitution and the current PDS to provide an effective risk management strategy. Neither Mutual Capital, Mutual Trust, nor any member of the Mutual Trust Group of Companies makes any representation or gives any guarantee as to the performance of the Fund, the maintenance of capital or any particular rate of return.

An investment into the Fund is subject to investment risks, including possible loss of income and principal invested. These risks are managed by the use of appropriate risk management strategies. The following are the significant risks associated with investing in the Fund:

1. Risk to capital is where, although the Application price of the Fund is set at \$1 per unit, there is no guarantee on the capital value of your investment being maintained.
2. Credit risk relates to the potential failure of an investment counterparty, affecting the Fund’s ability to receive the full value of its investments at maturity. Counterparty quality is often assessed by ratings agencies.
3. Default risk is the risk that an issuer will not pay interest or repay the principal of a security. This risk is generally greater for issuers with lower credit ratings.
4. Liquidity and cash flow risk relates to potential difficulties in realising assets or otherwise raising sufficient funds to meet commitments to Unit Holders and maintain the proper operation of the Fund. Specifically, cash flow risk is the risk that the Fund’s future cash flows will fluctuate. To control liquidity and cash flow risk, the Fund invests in financial

- products that are readily convertible to cash within 12 months.
5. Manager risk is the risk that the Investment Manager does not achieve its objectives in managing the investments of the Fund.
  6. Market risk is when significant movements in market variables, such as interest rate changes, credit spread changes, or a flattening or steepening of the yield curve characteristics of interest rate markets, may result in the Fund not being able to realise the full-face value of an investment should it be sold prior to maturity. Under normal circumstances, it is anticipated the Fund's investments will be held until maturity, with assets only redeemed or sold prior to maturity in order to meet an abnormally high level of withdrawal requests.
  7. Inflation risk is the risk that the value of investments may not rise sufficiently to enable you to purchase the goods and services that are desired in the future because of rising prices.
  8. Securities risk is the risk that performance factors relating to a particular security held by the Fund, for example credit rating, could deteriorate.
  9. Regulatory/Country risk is when the Fund is exposed to the regulatory (including legal and tax), economic and political environments in Australia, any of which may change from time to time and could adversely affect either investments held by the Fund or the Fund's performance.
  10. Trust risk is when there is a risk that the Fund will terminate, fees and charges will increase, we will be replaced as Responsible Entity of the Fund or the Investment Manager's investment team changes.
  11. Fraud risk includes circumstances where loss can be caused through unauthorised withdrawals by Unit Holders, fraudulent use of a transactional facility or fraudulent access to the Fund's investments, bank accounts or management records, including through cyber-attack. The Mutual Trust Group uses a range of risk management policies to seek to prevent instances of fraud occurring, including daily monitoring of Unit Holder withdrawals, a "call back" policy to confirm withdrawal requests, internal controls and data security mechanisms.
  12. Joint accounts risk is where you hold Units jointly with other persons and will be liable for those persons' actions in respect of the Units or may bear the consequences of their actions in relation to the joint holding, such as withdrawing funds without your knowledge.
  13. Authorised Signatories risk is the risk that you will be liable for the actions of your Authorised Signatories in respect of your Cash Fund account. This may occur even if your authorised signatory acts fraudulently or outside the terms of their authority.
  14. Transaction processing risk is when there is a risk that transactions in relation to Units, such as applications and withdrawal requests, may not be acted upon or at the time you expect. Transactions may be delayed, processed incorrectly or not processed at all due to systems or equipment failure or human error. Notwithstanding any contradictory rule of law, if any amount is paid to your account in error, we reserve the right to rectify that error, including withdrawing the relevant amount from your Cash Fund account.

## Fees and other Costs

### Consumer Advisory Warning

#### **Do you know?**

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your fund balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial advisor.

#### **To find out more**

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

### Fees and other costs

This section of the PDS shows fees and other costs that you may be charged when investing in the Fund. These fees and costs may be deducted from your money, from the returns on your investment or from the Fund assets as a whole.

Information about taxes is detailed on page 20 of this PDS.

You should read all the information about fees and costs because it is important to understand their impact on your investment. All fees and other costs are inclusive of GST less any expected reduced input tax credits.

Type of Fee or Cost	Amount	How and When Paid
<b>Fees when your money moves in or out of the fund <sup>2</sup></b>		
<b>Establishment Fee:</b> The fee to open your investment.	Nil	N/A
<b>Contribution Fee:</b> The fee on each amount contributed to your investment.	Nil	N/A
<b>Withdrawal Fee:</b> The fee on each amount you take out of your investment.	Nil	N/A
<b>Termination Fee:</b> The fee to close your investment.	Nil	N/A
<b>Management Costs <sup>3</sup></b>		
The fees and costs for managing your investments	An estimated 0.980% p.a. of the value of the net assets of the Fund. This comprises: Responsible Entity fee <sup>4</sup> of 0.784% p.a. and an estimated 0.196% p.a. <sup>5</sup> of Fund expenses for which MC is entitled to be reimbursed. (Based on a constant \$50,000 investment the combined fee amount in dollars would be \$490.00 p.a.)	Calculated daily and paid to MC from the Fund assets monthly for the Responsible Entity fee and expense reimbursements. The fees and expenses are not debited from your account but deducted from the Fund's income before it is distributed to you.
<b>Service Fees <sup>6</sup></b>		
<b>Investment switching fee:</b> The fee for changing investment options	Nil	N/A

The next page provides further details on the fees and costs set out in the table above.

<sup>2</sup> The Constitution for the Fund entitles us to charge application and exit fees. See the Changes to fees and costs section on page 14.

<sup>3</sup> The management costs of the Mutual Trust Cash Fund are inclusive of the net impact of GST and any reduced input tax credits.

<sup>4</sup> The Responsible Entity may charge fees - see 'Additional explanation of fees and costs' on page 13.

<sup>5</sup> The Responsible Entity may charge fees - see 'Additional explanation of fees and costs' on page 13.

<sup>6</sup> See Additional explanation of fees and costs on the next page for details on other service fees.

## Additional explanation of fees and costs

### Management Costs

Management Costs include the Responsible Entity fee and all Fund expenses.

1. *Responsible Entity fee* - Mutual Capital, as Responsible Entity of the Fund, is entitled to be paid a fee for acting as Responsible Entity. This fee equates to approximately 0.784% per annum (including the net impact of GST) of the total net value of the assets of the Fund. The fee is calculated on a daily basis and paid monthly in arrears.
2. *Estimated expense recoveries* - We are entitled to pay or be reimbursed for all expenses the Responsible Entity properly incurs in respect of Fund assets, including amongst other things, audit, fund accounting, investment management, custody and administration expenses, costs of acquiring or disposing of Fund assets, costs of establishing and operating transactional facilities, costs of convening and holding any meeting of Unit Holders and certain other costs, charges and expenses. This list is not intended to be exhaustive and you should refer to the Constitution (which is available free of charge on request) or contact Mutual Trust for further information.

The estimated expense recoveries are 0.196% per annum of the value of the net assets of the Fund including the net impact of GST. Mutual Trust is paid fees as an expense of the Fund on arm's length terms for investment management and custodial services.

Mutual Trust also provides other services to the Fund (e.g. fund

accounting, staff and compliance services) for which it is currently paid from the Responsible Entity fee payable to Mutual Capital. We have the right, however, to recover all proper expenses of the Fund and as such, expenses which we recover may be higher or lower than the amount estimated.

In addition to our right to be reimbursed, we are also entitled to be indemnified out of the Fund for any liability incurred by us in properly performing or exercising any of our powers or duties in relation to the Fund.

3. *Performance Fee* - No performance fees are charged to Unit Holders.

## Other Fees and Expenses

There are no establishment fees, termination fees, or advisor services fees charged out of the assets of the Fund.

### Fees for incidental services and special requests <sup>1</sup>

Stopped cheques	\$15.00 each
Bank cheque - issuance fee	\$15.00 each
Special cheque clearance <sup>2</sup>	\$15.00 each
Priority payments	\$10.50 each
International money transfers or foreign currency payments <sup>3</sup>	\$13.20 each
Foreign currency bank draft	\$30.00 each
Amendment, transaction investigation (trace) <sup>4</sup> or cancellation of payments	\$25.00 each
Overdraft fees and charges	Depends on the amount overdrawn

## Changes to fees and costs

We reserve the right to change the fees and costs applicable to your investment in the Fund and use of transactional facilities, subject to the law and the Constitution. We may need to do this where, for example, there is a change in economic conditions or regulations or in fees charged by external parties. When we intend to introduce any new fees or increase a fee you will be notified in writing at the address shown in the Unit Holders' register at that time.

As Responsible Entity, Mutual Capital must always provide at least 30 days' notice of any proposed change to its fees before the

effective date of the change. We may recover costs, charges and expenses as described in the Constitution which exceed our estimated expense recoveries without notice to Unit Holders.

We may elect to waive or defer a fee or cost payable to us for a certain period of time. Any waiver or deferral of a fee or cost by us will not constitute a waiver of our right to charge that fee or cost in the future.

The Constitution in some circumstances defines the maximum fees that can be charged in relation to the Fund that:

The Responsible Entity is entitled to receive by way of remuneration a fee equal to 0.75% per annum plus GST of the value of the gross assets of the Fund.

The Responsible Entity may charge an application fee of up to 2% of application money and an exit (withdrawal) fee for redemptions of up to 2% of the value of Units redeemed. For the currency of this PDS the Responsible Entity has elected to waive the application and exit fees referred to above.

## Goods and Services Tax (GST)

Unless otherwise stated, all fees and expenses referred to in this PDS (including references to the indirect cost ratio) are expressed inclusive of any goods and services, value added or similar tax payable in any jurisdiction. Where the Fund is entitled to input tax credits under the GST legislation for GST paid in respect of services provided to it, the cost to the Fund of paying GST will be reduced accordingly.

<sup>1</sup> These fees are payable when you request the relevant services and are debited from your account. These fees derive from fees charged by third parties and may be subject to change.

<sup>2</sup> Please send your special clearance requests, together with your cheques to be deposited, directly to Mutual Trust. Special clearance cannot be requested through other financial institutions. There is no guarantee of the timing of special clearance requests.

<sup>3</sup> Financial institutions may also levy charges for overseas transfers. If these charges are deducted from the funds, this will result in the beneficiary receiving a lesser amount than transmitted. Please also see terms and conditions on the International Money Transfer/ Foreign Currency Payments/Foreign Currency Bank Draft request that must be completed for these transactions.

<sup>4</sup> For more complex traces, there may be an additional charge of \$60 per hour.



## Indirect cost ratio

The indirect cost ratio (“ICR”) for the Fund is the ratio of the Fund’s management costs that are not deducted directly from a Unit Holder’s account, but rather, from the Fund’s net assets. It is used for the purpose of the calculation of the management costs in the “Example of annual fees and costs” below.

The Responsible Entity estimates that the ICR of the Fund will be 0.980% per annum.

## Example of annual fees and costs

The table below gives an example of how the fees and costs can affect your investment over a 1 year period. Use this table to compare this product with other managed investment products.

<b>Example <sup>1</sup> Mutual Trust Cash Fund Balance of \$50,000 with total contributions of \$5,000 during year</b>		
	Opening balance \$50,000	Contributions \$5,000
Contribution fees	Nil	Nil
Plus Management Costs	Estimated at 0.980% p.a.	And, for every \$50,000 you have in the fund you will be charged
Equals Cost of Fund		If you had an investment of \$50,000 at the beginning of the year and you put in \$5,000 <sup>2</sup> during that year you will be charged fees of \$490.00

<sup>1</sup> This is an example only. The expenses part of the management costs may vary and as such the total management costs may be more than 0.980% per annum.

<sup>2</sup> This amount assumes a constant balance of \$50,000 throughout the year and the contribution of \$5,000 was made at the end of the year. Management costs will also be charged in relation the contribution and to any additional contributions you make during the year (including the \$5,000 referred to in the table above) and the amount you pay will depend on the proportion of the year during which the additional contributions are invested. In practice your account balance may fluctuate daily. The actual fees and costs we charge are based on the value of the Fund, which varies on a daily basis. The example does not take into account of taxation (other than GST).

If you wish to assess the impact a particular ICR may have on your investment in the Fund, please ask your financial adviser or visit [www.asic.gov.au](http://www.asic.gov.au). ASIC provides a calculator that can be used to calculate the effect of fees and costs on account balances on its Money Smart Website at [www.moneysmart.gov.au](http://www.moneysmart.gov.au).

## How to invest

It is highly recommended that this PDS be read thoroughly and understood prior to investing in the Fund. Applicants must be eighteen years of age or over.

### How to make an initial investment

To invest in the Fund you must complete an application form attached to this PDS.

The minimum initial investment and ongoing minimum balance is generally \$10,000 for the Mutual Trust Cash Fund. We reserve the right to vary the initial investment at our absolute discretion.

There is currently no minimum withdrawal or additional investment. Mutual Capital may impose minimums at its discretion.

Applications may be accepted by delivering the completed application form with your payment by 12 noon Melbourne time to be processed the same day. If we receive an application after 12 noon or on a non-Business Day, we treat it as having been received on the next Business Day. Applications can be sent to the following postal address:

Mutual Trust Cash Fund  
PO Box 12  
Collins Street West Melbourne VIC 8007  
Or hand delivered to:

Mutual Trust Cash Fund  
Level 32, 360 Collins Street,  
Melbourne VIC 3000

Payments may be made by a bank or personal cheque payable to "Mutual Trust Cash Fund [insert your account name]". Cheques must be cleared before Units are issued.

Subject to the law, Mutual Capital reserves the right to refuse an application at its discretion. In circumstances where your application cannot be processed, we will contact you. If no valid application form is received after payment of an amount as application money, we will return the amount with interest earned (if any).

### Additional Investments

Additional investments to the Fund may be made by contacting us in writing, via facsimile, electronic means or post to:

Fund Operations  
Mutual Trust Cash Fund  
PO Box 12  
Collins Street West  
Melbourne VIC 8007  
Fax: +61 3 9605 9599

Please refer to the terms and conditions relating to facsimile and electronic instruction services in 'Conditions for facsimile and electronic instructions' on page 23.

Payments may be made by a bank or personal cheque, direct crediting facility or written authorisation for transfer from an existing Mutual Trust Cash Fund Account. Cheques must be cleared before Units are issued.

### Applications

If your payment in respect of an initial or additional application for Units is dishonoured or if we do not receive full payment on the date of application for any reason and we have initiated the investment of that application, we will be entitled to reverse those investments and you will be liable to us or the Fund for any loss or damage suffered as a consequence of the dishonoured or failed payment.



Initial or additional applications including application money denominated in a foreign currency are not permitted. You cannot invest cash (notes and coins) or third party cheques.

A third party cheque is a cheque that is made payable to a person or entity other than the account holder. We cannot accept such cheques. Only cheques made payable as above, to the account name or at our discretion can be accepted.

### Withdrawals

Withdrawals will usually be processed daily. Where you want to withdraw part of your investment only, you must generally retain the minimum account balance requirement in your Fund account.

When you want to withdraw part or all of your investment simply use the form attached to this PDS or provide the following information in writing:

- the Fund name “Mutual Trust Cash Fund”;
- your Mutual Trust investor number;
- your Mutual Trust account name;
- how much you wish to withdraw (in dollars or Units);
- where you wish funds to be paid including your bank details (BSB, bank account number and bank account name) or your existing Mutual Trust account details;
- the signature, or another method agreed by us for identifying, as the relevant investor(s)/authorised signatories (which may include signing by digital means); and
- if making a company/trust withdrawal include the Company Seal or, if not executing under seal, provide signatories

and titles of authorised signatories (e.g. Director, Sole Director or Company Secretary).

The amount withdrawn will be credited directly into your nominated account. Alternatively, a cheque can be sent, although this process usually takes longer.

Requests for withdrawals must be received by 12 noon Melbourne time to be processed on the same Business Day. If we receive a withdrawal request after 12 noon or on a non-Business Day, we treat it as having been received on the next Business Day. Requests may be made by notifying the Investment Manager in writing, to the postal address, by electronic means or by facsimile:

Mutual Trust Cash Fund  
PO Box 12  
Collins Street West Melbourne VIC 8007

Or hand delivered to:  
Mutual Trust Cash Fund  
Level 32, 360 Collins Street,  
Melbourne VIC 3000

Please refer to the terms and conditions relating to facsimile and electronic instruction services in ‘Conditions for facsimile and electronic instructions’ on page 23.

No overdraft facility is provided or authorised by Mutual Capital. Mutual Capital reserves the right to reject any withdrawal request, in part or in whole, to the extent that such a request would result in the Unit Holder holding a negative investment in the Fund. If an overdraft on your Fund account occurs, a fee may be charged.

On redemption of Units we will deduct from any amount to be paid to you any taxes payable by us in respect of the redemption of

the Units, any unpaid amounts due by you to us, and any income allocation (if negative) allocated to you.

If you withdraw only part of your investment, any income you are entitled to (as described under the heading 'Income of the Fund' on pages 19 and 20) will not be paid on withdrawal but will be held over until the next income distribution. If you are withdrawing all of your investment in the Fund, any income you are entitled to will be paid.

If your income allocation (as described under the heading 'Income of the Fund' on pages 19 and 20) is negative, it will be deducted from your redemption proceeds.

Cash (notes and coins) withdrawals from us are not permitted.

If the Fund is not liquid, the Responsible Entity must not accept applications for the redemption of Units (as set out in section 601KA of the Corporations Act 2001) and Mutual Capital will consider making a withdrawal offer to Unit Holders in accordance with section 601KB of the Corporations Act 2001.

### Confirmation of transactions

Mutual Capital may confirm transactions (applications to make investments, additional investments or withdrawals from the Fund) by notifying you that transaction confirmations will be available on a particular facility and giving you access to that facility to review the transaction. Where Mutual Capital confirms transactions with you on this basis, you will not be provided with any other form of confirmation for the transaction. See also "Reporting and Continuous Disclosure to Unit Holders" on page 19.

### Suspension of deposits or withdrawals

In accordance with the Constitution, Mutual Capital may suspend deposits to the Fund at any time for any reason and for any period. Mutual Capital may suspend withdrawals during any period in specific circumstances set out in the Constitution, including where Mutual Capital is unable to determine the net asset value of the Fund.

### More information and updated information

If you have any enquiries about your investment, please call Mutual Trust on +61 3 9605 9500. You may also contact us at:

Mutual Trust Cash Fund  
PO Box 12  
Collins Street West  
Melbourne VIC 8007  
Email: [fund.operations@mutualtrust.com.au](mailto:fund.operations@mutualtrust.com.au)  
Fax: +61 3 9605 9599

If any of the information contained in this PDS changes in a manner that is not materially adverse to Unit Holders in the Fund, we may update that information from time to time. We may update that information by posting the updated information on our website, [www.mutualtrust.com.au](http://www.mutualtrust.com.au). A copy of any updated information is available free of charge, upon request, by calling Mutual Trust on +61 3 9605 9500.

### Income of the Fund

We calculate the total net income of the Fund's assets for each day and then divide that amount by the number of Units on issue for that day to determine the daily net income amount per Unit Holder. Total net income is the aggregate of all income, adjusted for profits and losses on the sale of any investments, any provisions, and the management fees and expenses. The daily

income net amount per Unit Holder may be positive or negative. A Unit Holder's income allocation is the aggregate of that Unit Holder's daily net income amount to date for that month.

In the unlikely event that your income allocation is negative, it will be included with your income allocation for the following month, or on a redemption of Units, as an adjustment to your redemption proceeds equal to such amount (as described under the heading 'Withdrawals' on page 17).

At the month's end, where your income allocation is positive, a distribution will generally be made by the 15th day of the following month to your selected account.

## Unit Pricing

When you open an account, we will issue you with Units. Units are issued at the Application Price of \$1 per unit.

Any income you are entitled to will not be paid on redemption but will be held over until the next income distribution.

It is important to note that on a redemption of Units we will deduct from any redemption amount to be paid to you any taxes payable by us in respect of the redemption of the Units, any unpaid amounts due by you to us, and any income allocation (if negative) allocated to you.

## Reporting and Continuous Disclosure to Unit Holders

Statements can be viewed online via our website at [www.mutualtrust.com.au](http://www.mutualtrust.com.au) unless you have arranged with us to receive them by post. Contact Mutual Trust on +61 3 9605 9500 to establish user access.

Mutual Capital will assist you with information on the balance of your account during business hours or alternatively you may view via the Mutual Trust website.

An annual income summary and annual report will provide you information for taxation purposes and in relation to the overall performance of the Fund within 3 months of the close of the financial year.

While the Fund has more than 100 Unit Holders, the Fund is required to comply with continuous disclosure requirements under the Corporations Act including providing regular reports and disclosure.

The Fund may comply with continuous disclosure requirements by:

- making necessary disclosures under the Corporations Act generally available including by publishing the information on its website; and/or
- lodging continuous disclosure notices with ASIC.

Copies of documents lodged with ASIC may be obtained from ASIC.

Unit Holders have the right to request a copy of the annual and half yearly financial report and any continuous disclosure document lodged with ASIC as they become available.

## The Constitution

The Fund is governed by the Constitution, which may be varied by the Responsible Entity as specified in the Constitution and the Corporations Act. The Constitution was originally lodged with ASIC on 22 March 2004. The primary provisions of the Constitution deal with:

- the duties and obligations of the Responsible Entity;
- rights, interests and liabilities of Unit Holders;
- investment, valuation and borrowing powers;
- fees and recoverable expenses;
- unit issue, withdrawal and reinvestment procedures;
- unit Holder meetings;
- mechanisms for the duration and termination of the scheme;
- mechanisms for the Responsible Entity's retirement and replacement; and
- authorised investments.

A copy of the Constitution is available upon request by contacting Mutual Capital.

#### **Amendment of Constitution or of any contract with Unit Holders**

The Responsible Entity may amend the Constitution if it considers that the amendment will not adversely affect Unit Holders' rights. Otherwise, the Constitution may be amended with the approval of a special resolution of Unit Holders.

To the extent that any contract or obligation arises in connection with the acceptance by the Responsible Entity of an application for Units or reliance on this PDS by a Unit Holder, any amendment to the Constitution may vary or cancel that contract or obligation. Further, that contract or obligation may be varied or cancelled by a deed executed by the Responsible Entity with the approval of a special resolution of Unit Holders, or without that approval if the Responsible Entity considers that the variation or cancellation will

not materially and adversely affect Unit Holders' rights.

#### **Duties of the Responsible Entity**

The Responsible Entity has all the powers that can be conferred on a trustee. However, under the Constitution of the Fund, the Responsible Entity cannot borrow on behalf of the Fund.

The Responsible Entity may retire from the Fund by giving not less than 1 month's prior written notice to the Unit Holders. The Responsible Entity may be removed by (extraordinary) resolution of a meeting of Unit Holders and a new Responsible Entity installed.

#### **Taxation**

Investing in managed funds has taxation and personal financial implications. Due to the complexities of Australian taxation legislation, you should seek specialist tax advice about your investment.

This summary is intended to provide general information to Australian individual resident taxpayers only and is not intended as specific tax advice. Non-Australian resident investors are advised to seek their own specialist taxation advice in respect of their investment in the Fund. Under Australian taxation law, the Fund will be required to withhold tax on distributions to non-residents that consist of income (excluding fully franked dividends) and capital gains derived from sources in Australia.

The information provided in this section is based on Australian tax laws that have received Royal Assent at the time this PDS was printed. Taxation laws are subject to continuous change and specialist advice

should be obtained to confirm the taxation implications of investing in the Fund.

Please refer to the section on The Foreign Account Tax Compliance Act and the Common Reporting Standard under “Additional Information” in relation to international tax law.

## The Fund

Under Australian taxation laws, the Fund is structured as a unit trust and treated as a ‘flow through’ entity. To the extent that the Fund distributes its net income to investors, it will have no income tax liability.

It is the Fund’s policy to fully distribute all net income to investors on a monthly basis. The Responsible Entity will provide investors with an annual taxation statement which will detail distributions that should be disclosed as assessable income in investors’ tax returns.

## Distributions

Monthly income distributions will be made on an untaxed basis. Distributions from the Fund should be declared as income by the investor and taxed as assessable income.

Where foreign tax is deducted from income or capital gains from overseas investments, Australian resident investors may be able to claim a credit against their tax liability. Again, specialist advice should be obtained to confirm the availability of credits.

## Withdrawal or Redemption of Units

Although it is unlikely there will be any gains on the disposal of Units, any gains made on the disposal of Units may be assessable as ordinary income or under the capital gains tax provisions. If the Units are held as capital assets for more than 12 months, certain

investors may qualify for a concession rate of capital gains tax. Investors should seek advice as to the availability of this concession.

Due to the investment strategy of the Fund, it is unlikely significant capital gains will be generated. The principal objective of the Fund is the generation of regular income payments to investors.

## Tax File Number (TFN) and Australian Business Number (ABN)

To prevent tax from being deducted from distributions made by the Fund, Australian resident investors are required to provide their TFN, ABN or TFN exemption to the Fund. It is not an offence not to quote your TFN or ABN, however failure to do so will result in the Fund deducting tax from distributions at the highest marginal tax rate (plus Medicare levy).

## Goods and Services Tax (GST)

The acquisition or disposal of Units will not be subject to GST.

## Additional Information

### Investment Manager

Investment management services in relation to the Fund are provided by Mutual Trust. The main role of Mutual Trust is to invest and manage the Fund assets on behalf of Mutual Capital as Responsible Entity.

### Custodian and Administration

Custody and administration services are also currently provided by Mutual Trust. The role of the custodian is to hold all assets of the Fund in trust and administer any property of the Fund on behalf of Mutual Capital in accordance with the law.



As administrator, Mutual Trust is responsible for undertaking the administrative operations of the Fund on behalf of the Responsible Entity.

### Compliance Plan

Mutual Capital has a compliance plan which is reviewed on an annual basis by the Mutual Capital Compliance Committee. Any queries relating to Mutual Capital's compliance plan should be addressed to Mutual Trust on +61 3 9605 9500.

### Complaints resolution

You have the right to question or make a complaint in relation to the operation of the Fund to the extent that it relates to you or your investment. In the first instance, you should contact the Complaints Officer of Mutual Trust on +61 3 9605 9500 or send your complaint in writing to:

Complaints Officer  
Mutual Capital Ltd  
PO Box 12  
Collins Street West  
Melbourne VIC 8007

Should you feel your complaint has not been adequately addressed, you may wish to contact:

#### **Prior to 31st October 2018**

Financial Ombudsman Service Limited ("FOS")  
GPO Box 3  
Melbourne VIC 3001  
Toll free number 1800 367 287  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Online at: [www.fos.org.au](http://www.fos.org.au)

#### **From 1st November 2018**

Australian Financial Complaints Authority  
("AFCA")

GPO Box 3  
Melbourne VIC 3001  
Toll free number 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Online at: [www.afca.org.au](http://www.afca.org.au)

AFCA provides a fair and independent financial services complaint resolution that is free to consumers.

### Auditor

Pitcher Partners has been appointed as auditor of the Fund. Pitcher Partners is located at 664 Collins Street, Docklands. Pitcher Partners has also been appointed as compliance plan auditor in accordance with the requirements of the Corporations Act.

### Conflicts of interest and related party transactions

The Fund, and the directors and officers of the Responsible Entity and of Mutual Trust, may transact with the Fund and members of the Mutual Trust Group of Companies, subject to the following restrictions as prescribed by the Constitution:

- neither the Responsible Entity nor any officer or director of the Responsible Entity may deal as principals in the purchase from the Responsible Entity of any assets of the Fund which are sold pursuant to the Constitution; and
- no investment may be purchased by the Responsible Entity from and no investment comprised in the Fund may be sold to the Responsible Entity or any related body corporate of the Responsible Entity (other than an Australian Bank).

Permissible dealings by the Constitution would include:

- investing in the Fund (but not in the assets of the Fund);
- engaging related parties to provide services in relation to the Fund and/or the investments of the Fund; the related parties will be entitled to receive fees for the provision of such services;
- voting as a Unit Holder at Unit Holder meetings held by the Fund in which members of the Mutual Trust Group of Companies invests; and
- providing administrative, custodial and investment management services.

Mutual Capital has appointed Mutual Trust, its parent company, as the investment manager, custodian and administrator on commercial terms, at arm's length terms and in accordance with the law.

In all cases where a related party transaction occurs in respect of the Fund, the transaction will be conducted on commercial terms and at arm's length (that is, on terms and conditions no less favourable than would apply if the parties were not related) or Mutual Capital will obtain the approval of Unit Holders.

Mutual Capital has a conflict of interest and related party transactions policy which ensures that all transactions engaged in by Mutual Capital are assessed for any conflict of interest and to ensure they are reasonable "arm's length" transactions based on appropriate commercial terms. Investors should note that this policy does not require Mutual Capital to avoid conflicts of interest.

Consistent with the Constitution, the Responsible Entity may deal with any Unit Holder (subject to the above), act as trustee or Responsible Entity of any other trust or managed investment scheme or deal with any

entity in which the Responsible Entity holds an investment on behalf of the Fund and in each case it (or an associate) may retain for its own benefit all profits or benefits derived from such activities.

### Cooling-off period

Retail investors (not professional or sophisticated investors as defined in the Corporations Act) have a 14-day cooling-off period to decide if their investment in the Fund suits their needs. If during this time you wish to cancel the investment, you must advise Mutual Capital in writing. The 14-day cooling-off period commences when your investment is confirmed by Mutual Capital or 5 days after your Units are issued, whichever is the earlier.

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

Given the nature of the investments, the Investment Manager does not usually take into account labour standards or environmental, social and ethical considerations when choosing, retaining or realising investments.

### Conditions for facsimile and electronic instructions

1. Facsimile Instruction Service - You release Mutual Capital, Mutual Trust, any of the Mutual Trust Group of Companies and the directors and officers of the Mutual Trust Group of Companies from, and indemnify Mutual Capital, Mutual Trust, each of the Mutual Trust Group of Companies and the directors and officers of the Mutual Trust Group of Companies against, any losses and liabilities arising from any payment or action based on any instruction (even if not genuine) that is received by

facsimile bearing your account number and a signature apparently yours or that of an authorised signatory on your Fund account. You agree that neither you nor anyone claiming through you has any claim against any of the Mutual Trust Group of Companies, their directors or officers or the Fund in relation to payments or actions under the above clause.

2. Electronic Instruction Service - You release Mutual Capital, Mutual Trust, any of the Mutual Trust Group of Companies and the directors and officers of the Mutual Trust Group of Companies from, and indemnify Mutual Capital, Mutual Trust each of the Mutual Trust Group of Companies and the directors and officers of the Mutual Trust Group of Companies against, any losses and liabilities arising from any payment or action based on any instruction (even if not genuine) that is received bearing your account name or a name apparently yours or that of an authorised signatory on your Fund account. You agree that neither you nor anyone claiming through you has any claim against any of the Mutual Trust Group of Companies, their directors or officers or the Fund in relation to payments or actions under the above clause.

### Sufficient Funds

We will not be able to complete a transaction or any instructions on your behalf unless there are sufficient cleared funds in your Fund account, i.e. the value of Units you hold is sufficient to cover the amount of the settlement.

Where you specify a future date for a withdrawal, we may decline any other withdrawal request that would leave

insufficient funds in your Fund Account to cover those obligations.

Where you request a transfer, we are not obliged to affect a transfer or payment instruction from you if the value of Units available for withdrawal is insufficient to cover the amount to be transferred.

We may dishonour any withdrawal, which is for more than the value of Units available for withdrawal at the time the withdrawal is made. We have absolute discretion to determine the order of priority of monies paid.

### Third party access to your account

We offer a facility where you may authorise a company, firm or another person to have access to or withdraw from your account. There are five types of authority:

1. *Information authority;*
2. *Fee Payment authority*
3. *Statutory Payment authority;*
4. *General authority; and*
5. *Authorised Signatory.*

The rights and obligations attaching to each level of authority are described below. Only you can appoint a third party to access or withdraw from your Fund account.

Withdrawals may be for any amount and may be made at varying intervals of time.

You:

- indemnify us against all loss, liabilities and costs incurred directly or indirectly as a result of the appointment of a third party;
- indemnify us against all loss, liabilities and costs incurred directly or indirectly in connection with any action by a third party



under their appointment or any payment made from your account on their instruction; and

- release us from claims and liabilities in connection with any act or omission relating to the appointment of a third party to your account.

We remain liable for any loss or liability which, by operation of law we cannot exclude.

Your appointment of a third party takes effect on the date that we amend our records to note the appointment and continues until you cancel it by telling us in writing. Cancellation also takes effect on the date that we amend our records to note the change. We may cancel the appointment of a third party as an authority on your account by notifying you in writing.

In the event of your death, any third party authority which you have given will automatically terminate.

Third parties may not give other parties access or authority in relation to your Fund account. Where you give authority to a company or firm such as your stockbroking or financial advisory firm:

- the company or firm will give us details of people who can transact on its behalf;
- you acknowledge and agree that the company or firm may do this and that the people nominated by the company or firm can withdraw from your account in accordance with the authority you have given it;
- we will only act on withdrawal requests from the company or firm, if the person requesting the withdrawal has been

nominated by it in accordance with our procedures; and

- the company or firm must tell us in writing if any nominated person no longer has authority, otherwise that person may still operate the client account and you cannot claim that he or she is not acting for you until we are told by the company or firm in writing.

*Information Authority.* You authorise the third party to have access to information about your account. You do not authorise the third party to make withdrawals from your account or make any changes to your account (unless another authority is also selected granting that authority). If you appoint a third party to withdraw from your account, they will automatically be able to enquire on your account.

*Fee Payment Authority.* You authorise the third party to withdraw their fees from your account, using any method agreed to in writing by us.

*Statutory Payment Authority.* You authorise the third party to make a withdrawal from your Fund account using any method agreed to in writing by us to pay the amount of any tax, duty or statutory liability which they are authorised to pay on your behalf.

*General Authority.*

- a. You authorise the third party to withdraw fees in accordance with the 'Fee Payment Authority' or "Statutory Payment Authority" as described in above;
- b. You authorise the third party to make payments and withdrawals for any purpose, including settlement or investment;

- c. You do not authorise a third party to make any changes to your Fund account details or close your account; and
- d. A General Authority given to your stockbroker or financial advisor, including Mutual Trust, will allow them to withdraw and hold funds from the time of the placement of an order or the time of execution to settle trades.

*Authorised Signatory Authority:*

- a. You authorise the third party to make withdrawals in accordance with the terms set out under “General Authority” above;
- b. In addition, this authority allows the authorised third party to change details on your account or close your account.

**Provision of data to third parties**

From time to time and subject to our obligations under privacy legislation, we may send information about your Fund account to third parties who require it to provide services in relation to your investment in the Fund.

We do not accept liability for any loss, liability or costs incurred by you as a result of or arising from the use of information about your Fund account by third party service providers, unless such loss, liability or costs are due to negligence or fraud by us or our employees.

**Periodic Payments**

The Fund offers a Periodic Payment facility as an optional service which allows you to set up a regular funds transfer to make the same payment each week, fortnight or month from your Fund account. Your use of the Periodic Payment facility is subject to the following terms and conditions:

- transfers directed to bank, building society or credit union accounts will normally

appear as credits to those accounts within two Business Days. However, it is possible that delays may occur which are beyond our control, in which case we do not accept liability for any loss or costs associated with such delays;

- where the date on which a Periodic Payment falls is not a Business Day, we may debit your account on the Business Day immediately after that date;
- you must notify us immediately if you know or suspect any unauthorised transactions have occurred in relation to the Periodic Payment facility;
- while we will use our best endeavours to make the Periodic Payments you request, other than where we are required by law, we accept no responsibility for refusing or omitting to make all or any of the payments, for late payment, or for failing to follow your instructions;
- we may, in our absolute discretion, determine the order of priority of payments by us of any monies under the Periodic Payment facility or any other form of withdrawal request;
- we may terminate your use of the Periodic Payment facility at any time by notice in writing to you or without notice, at any time, if you are in default under any agreement or arrangement with us or the payee advises us that no further payment is required;
- your Periodic Payment authority remains in effect until it is revoked or terminated by us or by you or on your behalf;
- you can modify or defer your use of the Periodic Payment service at any time by

giving us notice in writing. Your request will normally be processed within seven days of receiving a properly completed request;

- you can stop your use of the Periodic Payment facility at any time by giving Mutual Trust seven days' notice in writing. Your request will normally be processed within seven days of receiving your properly completed request; and
- your use of the Periodic Payment facility may be automatically cancelled if three consecutive payments are dishonoured due to insufficient funds in your account. If this occurs, we will notify you that your use of the facility has been cancelled. We will also charge to your Fund account any costs incurred.

#### Anti-Money Laundering/Counter-Terrorism Financing

By applying for Units you are taken to agree to the following terms:

1. You warrant that you comply with all applicable anti-money laundering and counter-terrorism financing laws and rules, including but not limited to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules (in force from time to time) ("applicable laws");
2. You are not aware and have no reason to suspect that:
  - a. the money used to fund your investment in the Fund has been or will be derived from or related to any money laundering, terrorist financing or other activities deemed illegal under applicable laws or regulations or otherwise prohibited under any international convention or agreement ("illegal activities"); or

b. the proceeds of your investment in the Fund will be used to finance illegal activities, and;

3. You agree to promptly provide to Mutual Capital any information, including identification verification information and other personal information that it reasonably requires in order to enable it to comply with all its obligations under the applicable laws.
4. You will agree that we:
  - a. will incur no liability to you from any action we take in order to comply with applicable laws or to conduct Financial Crime Risk Management Activities;
  - b. may delay, stop or refuse to make a payment or conduct a transaction if we believe on reasonable grounds that making the payment or conducting the transaction will breach applicable laws; and
  - c. may disclose information (including personal information) and documentation provided to us where required by applicable laws.

You must ensure that all instructions to us to pay monies for or on behalf will not result in a breach of applicable laws.

#### The Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act ("FATCA") is a United States ("US") tax law aimed at financial institutions and other financial intermediaries to prevent tax evasion by US citizens and US tax residents through use of non-US investments or accounts. Australia has entered into an intergovernmental agreement ("IGA") with the US to implement FATCA in Australia, to be administered by the Australian Taxation Office ("ATO"). Under the IGA, Reporting Australian Financial Institutions have identification and reporting obligations with regard to FATCA.

Mutual Capital may have reporting obligations under the IGA including, but not limited to, identifying and documenting the FATCA status of account holders and reporting certain information on applicable investors to the ATO, which will in turn report this information to the US Internal Revenue Service. For the Fund to comply with its FATCA obligations, the Fund will request certain information from investors.

### Common Reporting Standard (“CRS”)

The CRS is the single global standard for the collection, reporting and exchange of financial account information on foreign tax residents. CRS obligations are imposed on Australian financial institutions through the operation of Subdivision 396-C of Schedule 1 to the Taxation Administration Act 1953. Under it, financial institutions will collect and report to the ATO financial account information on non-residents. The ATO will exchange this information with the participating foreign tax authorities of those non-residents. The ATO will at the same time receive financial account information on Australian residents from other countries’ tax authorities. The overall purpose of the CRS is to deter tax evasion.

Mutual Capital has obligations under Australia’s participation in the Automatic Exchange of Information (AEOI) regimes concerning the automatic exchange of financial account information with foreign jurisdictions and will be required to report to the ATO annually, by 31 July each year for the preceding calendar year, under both FATCA and the CRS.

The CRS legislation came into effect on 1 July 2017. The first exchange of information occurred in 2018.

### Privacy of information

The privacy of personal information is important to Mutual Capital, Mutual Trust and all other members of the Mutual Trust Group of Companies. Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

The Mutual Trust Group of Companies is committed to protecting the privacy of clients’ personal information. The Mutual Trust Group of Companies is bound by the Privacy Act 1988 (Cth), as amended from time to time, as well as other applicable laws and codes affecting clients’ personal information. The Mutual Trust Group of Companies collects, uses, discloses and stores personal information in accordance with its privacy statement, a copy of which can be found on the Mutual Trust website or otherwise made available upon request.

We have entered into agreements with one or more IT service providers operating outside Australia. As a consequence, your personal information, being basic contact details and financial affairs information may be subject to cross-border disclosure between Australia, Canada, and the USA. You acknowledge that by consenting to us disclosing your Personal Information to overseas recipients, Australian Privacy Principle 8.1 will not apply to the disclosure. This means we will not be obligated under the Privacy Act to take reasonable steps that an overseas recipient does not breach the Australian Privacy Principles and we may not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles.

All staff of the Mutual Trust Group of Companies are expected to respect and protect clients' privacy in accordance with our standards, policies and procedures. A breach may result in disciplinary action which may include termination of employment. A breach of a client's privacy which causes the client serious harm must be reported by Mutual Trust to the client and the Office of the Australian Information Commissioner. Any queries should be referred to:

The Privacy Officer  
Mutual Trust Pty Ltd  
Level 32  
360 Collins Street  
Melbourne VIC 3000  
Ph: +61 9605 9500

## Jurisdiction

The PDS is subject to the laws of Victoria, Australia.

## Investing through an IDPS or IDPS-like service (such as a master trust or wrap account)

Mutual Capital may make investments in the Fund available to clients and prospective clients of an IDPS, IDPS-like service such as a master trust or wrap account or a nominee or custody service.

If you invest in the Fund through an IDPS, IDPS-like service or nominee or custody service, you should note that the operator or custodian of the service will be recorded in the register as the Unit Holder in the Fund and will have the rights attaching to Units. Mutual Capital is not responsible for the operation of any of these services through which you invest. Therefore, certain rights of Unit Holders in the Fund will not apply to you if you are investing through any of these services,

such as the right to receive reports and statements from Mutual Capital, the right to attend meetings, and the right to make a complaint to Mutual Capital.

If you invest through an IDPS, IDPS-like service or nominee or custody service, you should also take into account the fees and charges of the operator of the service.

## Service providers

Mutual Trust has been appointed as the provider of administrative, custodial and investment management services to the Fund. Mutual Trust makes no representations or warranties as to the completeness or appropriateness of any other information contained in this PDS.

Pitcher Partners has been appointed as the auditor and compliance plan auditor for the Fund. Pitcher Partners has not made any statements in this PDS including any representations or warranties as to the completeness or appropriateness of any other information contained in this PDS.

Hall and Wilcox has been appointed to provide legal services as required in relation to the Fund. Hall and Wilcox make no representations or warranties as to the completeness or appropriateness of any other information contained in this PDS.

## Glossary

**AFSL** – Australian Financial Services Licence

**ASIC** – Australian Securities & Investments Commission

**Constitution** – The document lodged with ASIC under which the Fund was established and which governs the operation of the Fund

**Corporations Act** – Corporations Act 2001 (Cth) as amended from time to time

**Business Day** – means a day on which banks are open for business in Melbourne and are able to settle through the Reserve Bank of Australia. This does not include Saturday, Sunday and National Australian and State based holidays or such other day as the Responsible Entity determines from time to time

**IDPS** – means an Investor Directed Portfolio Service and IDPS-like services such as a master trust or a wrap account

**Mutual Trust Group of Companies** – means Mutual Capital Ltd ACN 100 733 695, Mutual Trust Pty Ltd ACN 004 285 330 and their Related Bodies Corporate

**Unit** – a unit issued in the Fund

**Unit Holder** – an investor holding Units in the Fund

**In this document, unless the context otherwise requires:**

- the singular includes the plural and vice versa;
- a reference to a person includes a reference to a body corporate, a government organisation, body or instrumentality, an unincorporated body and any other entity;
- a reference to a document includes a reference to any variation, replacement or novation of that document;
- a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- a reference to “you” or “your” means a Unit Holder or potential Unit Holder, as the case may be;
- where a word or phrase is defined, its other grammatical terms have a corresponding meaning;
- all references to \$(dollar) are references to Australian dollars; and
- all references to specific times are to Melbourne, Australia time.



## Directory

### Responsible Entity

Mutual Capital Ltd  
Registered Office  
Level 32  
360 Collins Street  
Melbourne VIC 3000  
Telephone +61 3 9605 9500  
Facsimile +61 3 9605 9599

### Fund Contact Details

Mutual Trust Cash Fund, C/o Mutual Capital Ltd  
PO Box 12, Collins St West,  
Melbourne VIC 8007  
Telephone +61 3 9605 9500  
Facsimile +61 3 9605 9599  
[fund.operations@mutualtrust.com.au](mailto:fund.operations@mutualtrust.com.au)

### Investment Manager

Mutual Trust Pty Ltd  
Level 32  
360 Collins Street  
Melbourne VIC 3000  
Telephone +61 3 9605 9500  
Facsimile +61 3 9605 9599

### Auditor

Pitcher Partners  
Level 13  
664 Collins Street  
Docklands VIC 3008

### Compliance Plan Auditor

Pitcher Partners  
Level 13  
664 Collins St  
Docklands VIC 3008

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## How to complete the Mutual Trust Cash Fund Application Form

**AML and CTF (Anti-Money Laundering and Counter-Terrorism Financing) - All applicants must complete the Mutual Trust Client Identification and AML/ CTF Procedures referred to in Section 15.**

**To process your application for a new account, we need to understand you and/or your business. That is why it is important that we collect all the necessary information right at the start.**

1. Please complete all relevant sections using a BLUE or BLACK pen and tick boxes where applicable.
  2. WRITE YOUR FULL NAME. Natural persons must be over 18 years old. In the case of joint applications, the full name of each applicant must be completed. A maximum of two names per application applies. If more than two investors, please print/photocopy and attach additional application forms as necessary. COMPANY NAMES SHOULD BE WRITTEN IN FULL.
  3. If the investment is to be held on behalf of a person under 18 years please WRITE THE FULL NAME OF THE MINOR in the Account Designation Section 7.
  4. Enter the RESIDENTIAL ADDRESS and E-MAIL ADDRESS (preferred options) to be used for all correspondence. We will not accept an applicant's address that is care of an agent who is a financial services licensee or an authorised representative or employee of a financial services licensee.
  5. Enter TELEPHONE contact details (business hours preferred) in case we need to contact you in relation to your application.
  6. Only complete sections relevant to your application (see above table).
  7. Please ensure all information is accurate.
  8. Beneficial owner means an individual who owns or controls (directly or indirectly) a company or trust. Owns means ownership (either directly or indirectly) of 25% or more of the issued capital or Units. Controls or controller means an individual who ultimately owns or controls (directly or indirectly) the company or trust. Control includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights and includes exercising control through the capacity to determine decisions about financial and operating policies.
-

## How to complete the Mutual Trust Cash Fund Application Form

All Applicants complete section 1 and 17

<input type="checkbox"/> Individuals and Joint applications	<input type="checkbox"/> Section 2 for Individual details <input type="checkbox"/> Sections 8, 10, 11, 12, 13, 14 <input type="checkbox"/> Section 15 – complete Client Identification and AML/CTF Procedures Form <input type="checkbox"/> Section 16 for Joint applications – complete Instruction and Signing Authority
<input type="checkbox"/> Proprietary Companies	<input type="checkbox"/> Section 2 for Directors <input type="checkbox"/> Sections 3 and 5 for Company's details <input type="checkbox"/> Sections 8, 9, 10, 11, 12, 13, 14 <input type="checkbox"/> Section 15 – complete Client Identification and AML/CTF Procedures Form <input type="checkbox"/> Section 16 – complete Instruction and Signing Authority
<input type="checkbox"/> Partnerships	<input type="checkbox"/> Section 2 for Partner details (if applicable) <input type="checkbox"/> Sections 3 and 4 for Partnership details <input type="checkbox"/> Sections 8, 9, 10, 11, 12, 13, 14 <input type="checkbox"/> Section 15 – complete Client Identification and AML/CTF Procedures Form <input type="checkbox"/> Section 16 – complete Instruction and Signing Authority
<input type="checkbox"/> Trusts with Individual Trustee (including Super Funds)	<input type="checkbox"/> Section 2 for Individual Trustee details <input type="checkbox"/> Sections 6 and 7 for Trust details <input type="checkbox"/> Sections 8, 9, 10, 11, 12, 13, 14 <input type="checkbox"/> Section 15 – complete Client Identification and AML/CTF Procedures Form <input type="checkbox"/> Section 16 – complete Instruction and Signing Authority
<input type="checkbox"/> Trust with Corporate Trustee (including Super Funds)	<input type="checkbox"/> Section 2 for Directors of Corporate Trustee <input type="checkbox"/> Sections 3 and 5 for Corporate Trustee details <input type="checkbox"/> Sections 6 and 7 for Trust details <input type="checkbox"/> Sections 8, 9, 10, 11, 12, 13, 14 <input type="checkbox"/> Section 15 – complete Client Identification and AML/CTF Procedures Form <input type="checkbox"/> Section 16 – complete Instruction and Signing Authority

## Mutual Trust Cash Fund Application Form

Units for an initial investment in the Fund will only be issued on receipt of the application form, issued with or attached to the PDS for the Mutual Trust Cash Fund ARSN 108 504 098. Mutual Capital Ltd ABN 68 100 733 695 AFSL No 238314

Additional Investment for Account Number \_\_\_\_\_ Account Name \_\_\_\_\_

### Section 1 – New Investor Type

Please tick where applicable

<input type="checkbox"/> Individual/Joint	<input type="checkbox"/> Partnership	<input type="checkbox"/> Company/Corporate Trustee
<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Individual Trustee	<input type="checkbox"/> Other

### Section 2 – Personal Details

Individuals, Joint applicants, Company beneficial owner who owns through one or more shareholdings more than 25% of issued capital, Partners (not regulated by a professional association), Individual Trustees, Sole Traders & Executors

Title:	First:	Middle:	Surname:
DOB:	Residential Address*:		
Suburb:	State:	Postcode:	Country:
Title:	First:	Middle:	Surname:
	Residential Address*:		
Suburb:	State:	Postcode:	Country:

\*PO Box is not acceptable

### Section 3 – Investor Entity Details

Sole Trader, Partnership and Company/Corporate Trustee

Full name of company, corporate trustee, sole trader or partnership:

Full registered/business name (if any):			
Contact person:			
Registered Office Address*:			
Suburb:	State:	Postcode:	Country:
Principal Place of Business Address (if any)*			
Suburb:	State:	Postcode:	Country:

\*PO Box is not acceptable

## Section 4 – Partnership Details

Is the partnership regulated by a professional association? If No, please also complete Section 2 for each partner

If Yes, state name of Professional Association:

## Section 5 – Company/Corporate Trustee

Please complete Section 2 for each Company beneficial owner who owns through one or more shareholdings more than 25% of issued capital

☐ Public Company

☐ Proprietary Company – If Yes, list each Director:

## Section 6 – Trust Details

Individual Trustees also complete Section 2 and Corporate Trustees complete section 3 and 5

Name of Trust, Estate or Minor etc

Full Name of Trustee(s):

☐ Registered managed investment scheme

Provide Australian Registered Scheme Number (ARSN):

☐ Regulated trust (e.g. SMSF)

Provide name of the regulator (e.g. ASIC, APRA, ATO):

☐ Other (e.g. Family, unit, charitable or estate)

Name type of trust

## Do the terms of the trust identify beneficiaries by reference to membership of a class?

☐ Yes - Details of the membership class/es (e.g. unit holders, family members of a named person, charitable purpose)

☐ No - Beneficiary details: (full given names/company name)

### Section 7 – Account Designation

<input type="checkbox"/> Discretionary Trust	<input type="checkbox"/> Family Trust	<input type="checkbox"/> Charitable Trust	<input type="checkbox"/> Minor/s
<input type="checkbox"/> Super Fund	<input type="checkbox"/> Estate	<input type="checkbox"/> Other	

### Section 8 – Contact Details

Please note notices and disclosures will be provided to the nominated email address

Name:

Home Phone:	Work Phone:
Mobile No.:	Facsimile No.:
Email Address:	

### Section 9 – ACN/ABN/ARBN & Country of Formation, Incorporation or Registration

For Company / Corporate Trustee, Sole Traders, Partnerships, Trust, Superannuation Fund or Estate

ACN/ABN or ARBN:	Country:
ACN/ABN or ARBN:	<input type="checkbox"/> Non-profit Organisation

### Section 10 – Tax File Numbers/Exemption/Non-Resident

For Individuals (not minors), Joint Applicants, Sole Traders, Partners, Company, Trust, Superannuation Fund or Estate

TFN:	Or if non-resident, specify country:
Or reason for exemption:	
Second TFN:	Or if non-resident, specify country:
Or reason for exemption:	

### Section 11 – Payment

PLEASE NOTE Cash, foreign currency payments and third-party cheques are not accepted

☐ Cheque attached with application.  
Please make cheque payable to “Mutual Trust Cash Fund [insert your account name]”

## Section 12 – Investment Amount

Please specify the amount you would like to invest in the Fund \$

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## Section 13 – Bank Account Details

You can only nominate a bank account that is held in your name(s). By providing your bank account details in this section you authorise Mutual Capital to use these details for all future transaction requests.

Name of Australian financial institution:

Branch Name:

Branch (BSB):

Account Number:

## Section 14 – Any Further Details

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## Section 15 – Mutual Trust Client Identification & AML / CTF Procedures

Please complete the Mutual Trust Client Identification and AML/CTF Procedures and provide the information requested. Please note that further information may be requested of you for verification purposes if deemed necessary by Mutual Trust.

Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and related rules (AML/CTF Laws) require Mutual Trust to carry out procedures that verify a client's identity before providing a designated service to the client. The procedures include completion of Identification Evidence Forms for Natural Persons, Australian Registered Company and Australian

Registered Company (Unlisted), Trusts (Superfund, Estates, Family Trusts) and Foreign Registered Company and Foreign Registered Company (Unlisted).

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## Section 16 – Instruction and Signing Authority

**If more than one signatory and you wish to amend who can instruct and sign on the account, please complete below.**

Joint Accounts: Units are held as joint tenants and Mutual Trust is authorised to accept and act on instructions given by any one of the joint account holders. If you wish to amend this authorisation, please tick the appropriate box below.

☐ All joint account holders to sign

Companies with more than one director: For companies with more than one director (including Corporate Trustees), Mutual Trust will accept instructions to operate the account given by two company directors or one director and the company secretary. If the company wishes to amend this authorisation, please tick the appropriate box below.

☐ Any one director to sign

☐ All directors to sign

☐ Other, please specify

Co-Trustees: For a trust with more than one trustee, Mutual Trust will only accept instructions to operate the account given by all trustees. If the trustees wish to amend this authorisation, please tick the appropriate box below. You must also provide evidence that the proposed authority is in accordance with the trust instrument.

☐ Any one trustee to sign

☐ All trustees to sign

☐ Other, please specify

## Section 17 – Declaration and Signature

**I / We declare that:**

All details in this application are true and correct;

- I/We have read the PDS to which this application form was attached or applies (PDS) and agree to the offer contained in it and to be bound by the provisions of the constitution (as amended) governing the Mutual Trust Cash Fund (Fund);
- Unless notified to Mutual Capital or to Mutual Trust Pty Ltd ACN 004 285 330 (Mutual Trust), neither I/we, nor my/our Authorised Signatory(ies), beneficial owners and trustees (if any) are USA residents or citizens;
- In relation to AML/CTF laws, FATCA and CRS:
  - I/We will provide to Mutual Capital, Mutual Trust, or any person they require, any information that they reasonably require in order to enable Mutual Capital to comply with all its obligations under AML/CTF Laws;
  - Unless notified to Mutual Capital or to Mutual Trust, neither I/we, nor my/our Authorised Signatory(ies), beneficial owners and trustees (if any) are politically exposed persons for the purposes of AML/CTF Laws;

- 
- Mutual Capital and Mutual Trust;
    - May undertake all actions which they reasonably believe are required for or incidental to compliance with AML/CTF laws, FATCA and CRS; and
    - Will incur no liability to me/us from any action it takes to comply with those laws, including in relation to any delay or refusal to make a payment or conduct a transaction or any disclosure of information and documentation required by those laws;
  - I/We will ensure that neither my/our investment in the Fund nor any instructions provided on my/our behalf to pay monies will result in a breach of AML/CTF Laws;
  - If I/we have received this PDS from the internet or other electronic means, I/we declare that I/we have received it personally, or a printout of it, accompanied by or attached to the application form before making my/our initial application for Units in the Fund;
  - In the case of joint applications, the joint applicants agree that the Units will be held as joint tenants and unless indicated in section 16 or expressly indicated in writing to Mutual Capital or to Mutual Trust, either investor is able to operate the account and bind the other investor for future transactions, including additional deposits and withdrawals by electronic means, or otherwise;
  - If this application is signed under Power of Attorney, the Attorney declares that he/she has not received notice of revocation of that power (a certified copy of the Power of Attorney should be submitted with this application);
  - Sole signatories signing on behalf of a company confirm that they are signing as sole director and sole secretary of the company;
  - If investing as a trustee, on behalf of a superannuation fund or trust, I/we confirm that I/we am/are acting in accordance with my/our designated powers and authority under the trust deed;
  - I/We have read and understood the terms and conditions of the use of telephone, facsimile or other electronic instruction service and release and indemnify Mutual Capital, Mutual Trust and any member of the Mutual Trust Group of Companies (as defined in the PDS) as set out in the section headed “Conditions for facsimile and electronic instructions” in the PDS;
  - I/We agree to the digital delivery of financial services disclosures by Mutual Capital or Mutual Trust sending notices and disclosures to my/our nominated email address or by making them available on a website or other digital facility as advised to us; and
  - I/We agree that, if Mutual Capital, Mutual Trust or any of their related companies receive money from me/us or on my/our behalf for any reason, the recipient does not need to hold that money on trust unless otherwise required by law. This includes money received to acquire an interest in a financial product.
-



## Section 17 – Declaration and Signature (continued)

Joint applicants - both must sign

Co-Trustees - all trustees must sign

Company - two directors or one director and the company secretary must sign

### Signature of Investor 1 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

### Signature of Investor 2 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

### Signature of Investor 3 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

### Signature of Investor 4 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

Please send completed form to:

Mutual Trust Pty Ltd. PO Box 12 Collins Street West VIC 8007

## Mutual Trust Cash Fund Periodic Payment Authority

Mutual Trust Cash Fund ARSN 108 504 098 Mutual Capital Ltd ABN 68 100 733 695 AFSL No 238314 Use this form to start, amend or cancel periodic payments from your Mutual Trust Cash Fund account. Tick boxes where applicable.

### Section 1 – Mutual Trust Cash Fund

Account Number:

Account Name (in full):

### Section 2 – Current Details

If applicable

☐ Amend Existing

☐ Cancel

Branch (BSB):

Account Number:

Payee Name:

Payment Amount \$

Next Payment Date:

### Section 3 – New/Change to Periodical Payment

Payment Details

Initial Payment Amount \$

Initial Payment Date:

Please Select Day:

Payment Frequency

☐ Weekly

☐ Fortnightly

☐ Monthly

☐ Quarterly

Transfer Details

Account Name:

Name of Financial Institution:

Branch Address or Name:

Narration:

Branch (BSB):

Account Number:



**Section 4 – Declaration and Signature (continued)**

I/We request Mutual Trust, until further notice in writing, to debit my/our Mutual Trust Cash Fund account as set out above.

I/We confirm that I/We have read and understood the conditions from the current PDS and I/We understand that you accept this authority only upon those conditions. The declaration must be signed in accordance with the account opening instructions.

**Signature of Investor 1 or company director/secretary**

Name			
Signature			
Date			
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director	
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other	

**Signature of Investor 2 or company director/secretary**

Name			
Signature			
Date			
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director	
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other	

## Mutual Trust Third Party Authority

Mutual Trust Cash Fund ARSN 108 504 098 Mutual Capital Ltd ABN 68 100 733 695 AFSL No 238314 This form can be used to authorise someone else to operate your account on your behalf and to specify the level of authority you wish to give them, Tick boxes where applicable.

### Section 1 – Mutual Trust Cash Fund

Account Number:

Account Name (in full):

### Section 2 – Third Party Authorisations

#### Individual Authority Appointment

Title:	First:	Middle:	Surname:
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Address:

Suburb:	State:	Postcode:	Country:
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Home Phone:	Work Phone:
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Mobile No.:	Facsimile No.:
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Email Address:

#### Level of Authority for an Individual:

<input type="checkbox"/> Information Authority	<input type="checkbox"/> Fee Payment Authority
<input type="checkbox"/> Tax Payment Authority	<input type="checkbox"/> General Authority
<input type="checkbox"/> Authorised Signatory	

Operating instructions for the authorised signatory. If no box is crossed, we will assume “All Authorised Signatories to sign”

<input type="checkbox"/> Any One Authorised Signatory to sign	<input type="checkbox"/> All Authorised Signatories to sign
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#### Third Party Signature (Individual)

Name	
Signature	
Date	

#### Third Party Signature (Individual)

Name	
Signature	
Date	

## Section 2 – Third Party Authorisations (continued)

### Company Authority Appointment

You can use this service to appoint a company or other third party (for example a financial advisory firm, stockbroking firm or accounting firm) to have access to your account.

I/We authorise

<input type="checkbox"/> Information Authority	<input type="checkbox"/> Fee Payment Authority
<input type="checkbox"/> Tax Payment Authority	<input type="checkbox"/> General Authority
<input type="checkbox"/> Authorised Signatory	

### Third Party Signature (Company)

Name	
Signature	
Date	

### Third Party Signature (Company)

Name	
Signature	
Date	

### Account holders must complete this section

For personal accounts all account holders must sign. For company accounts two directors, a director and secretary or a sole director must sign. Please note that the director/secretary who sign must be existing account signatories.

I/We authorise the individual whose signature appears above or the company whose name appears above (appointee) to operate my/our accounts; and

I/We acknowledge that even if we do not make use of the Mutual Trust Cash Fund's various payment services the appointee may be able to make use of the services in operating my/our account on my/our behalf.

### Signature of Investor 1 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

### Signature of Investor 2 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

## Mutual Trust Cash Fund Withdrawal Form

Mutual Trust Cash Fund ARSN 108 504 098 Mutual Capital Ltd ABN 68 100 733 695 AFSL No 238314. Please ensure that cleared funds are available in your account before making withdrawals. Tick boxes where applicable. Please note that payments may be delayed if incomplete or incorrect information is provided,

### Mutual Trust Cash Fund Account Details

From Mutual Trust Cash Fund Account:	Payment Amount \$
Mutual Trust Cash Fund Account Name:	
Mutual Trust Cash Statement Narration:	
Pay to Bank Account	
Branch (BSB):	
Account Number:	
Account Holder(s) Name:	
Bank Reference:	
<input type="checkbox"/> Overnight Transfer	<input type="checkbox"/> Process as a priority payment (fee applies – please refer to the current PDS)
OR Pay by BPAY	
Biller Code:	Reference Number:
OR Pay by Cheque or Bank Cheque	
<input type="checkbox"/> Cheque	<input type="checkbox"/> Bank Cheque – please refer to the current PDS or contact Mutual Capital for the bank cheque issuance fee
Payee Details:	

### Signature of Investor 1 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

### Signature of Investor 2 or company director/secretary

Name		
Signature		
Date		
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other

## Mutual Trust Cash Fund Withdrawal Form for International Money Transfer / Foreign Currency Payment / Foreign Currency Bank Draft

Mutual Trust Cash Fund ARSN 108 504 098 Mutual Capital Ltd ABN 68 100 733 695 AFSL No 238314. Please contact Mutual Capital for currency cut-off times and refer to the current Product Disclosure Statement for fees. Please ensure that funds are available in your account before making withdrawals. Tick boxes where applicable. Please note that payments may be delayed if incomplete or incorrect information is provided.

### Section 1 – Mutual Trust Cash Fund Account Details

Account Number:

Account Name (in full):

Mutual Trust Cash Statement Narration:

### Section 2 – Foreign Currency Details and Amount

☐ USD United States Dollar

☐ GBP Great British Pound

☐ EUR European Euro

☐ HKD King Kong Dollar

☐ ZAR South African Rand

☐ NZD New Zealand Dollar

☐ Other Currency

Foreign currency amount to send:

Foreign currency equivalent to AUD Australia Dollar amount \$:

International Money Transfer of an Australian Dollar Amount

AUD to send to beneficiary account \$

### Section 3 – Pay to Beneficiary Bank Account

Beneficiary Account Name:

Payment Details for Beneficiary:

Beneficiary Account Number:

Beneficiary (compulsory for European Transfers):

Beneficiary Address Compulsory – it is a regulatory requirement for a residential address (NOT PO BOX) to be supplied to enable international money / foreign currency payment to be initiated. Please note that we will not update your account mailing address if the address provided below differs from our record

## Section 4 – International Bank Account Details

### Bank Account Details

Bank Name:

Branch Name:

### Address – Overseas Bank Address

Address:

Suburb:

State:

Postcode:

Country:

SWIFT/BIC (compulsory for European Transfers):

Bank Reference:

Special Instructions:

### OR Foreign Exchange Currency Draft

Payee Detail:

Further Details:



## Section 5 – Terms and Conditions

Mutual Capital offers international money transfers, foreign currency payments and foreign currency bank draft facilities from your Mutual Trust Cash Fund account. This service is referred to throughout these conditions of use as “the Facility” and each individual execution of the service as a “transaction”. “MTCF” and “your Account” refers to the Mutual Trust Cash Fund. “Foreign Currency” services refers to the services by which one currency is exchanged for another. “International money” refers to the transfer of Australian dollars. “Funds” refers to the funds which are the subject of any transaction under the Facility. “Related Entities” means Mutual Trust Pty Ltd, or any of the Mutual Trust group of companies.

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### Conditions of Use

1. You accept that these conditions apply each time you use the Facility.
  2. Mutual Capital may utilise the services of any financial institution, their agents and/or any Related Entity for the purposes of giving effect to your instructions for the use of the Facility and for the provision of Foreign Currency services.
  3. Except in the case of a transaction involving Australian dollars, the rate of exchange that is advised to you by Mutual Capital, as applicable to the Foreign Currency service, is indicative only and cannot be guaranteed. Neither Mutual Capital or any of its Related Entities take any responsibility for currency fluctuations. The rate of exchange for the Foreign Currency services applicable to any transaction is only secured when the transaction is fully processed by the financial institution.
  4. Mutual Capital and its Related Entities accept no responsibility (including that by reason of negligence or arising in any way) for loss or delays, errors or omissions in transaction or any acts of default or illegal acts of the financial institution whose services are used in giving effect to your instructions. You agree that no other conditions expressed or implied, other than those appearing herein, shall apply and you warrant that all the particulars recorded are correct.
  5. The current offer document for your account details the fee that Mutual Capital charges for the Foreign Currency services. This fee is charged in addition to and over and above the amount of Funds.
  6. Financial institutions levy other processing charges which vary between banks/countries. If these charges are deducted from the Funds, this will result in the beneficiary receiving a lesser amount than transmitted.
  7. Financial institutions may also levy charges on client requests to recover funds, cancel payments or re-effect payments in an alternate currency. If these charges are applied, this will result in the beneficiary and /or client receiving a lesser amount than transmitted.
  8. Mutual Capital will endeavour to send instructions to intermediary agents the same day for receipt by beneficiary banks on the next business day if the instructions are received either, by the currency cut-off time (please call to confirm), or prior to 12 noon Melbourne time on a business day (subject to change at Mutual Capital’s discretion), whichever is the earlier. Mutual Capital does not and cannot guarantee that any transaction will be effected within this time frame and is not responsible for any loss resulting from such delay.
  9. This agreement is subject to any current or future arrangements between you and Mutual Capital in relation to your Account.
  10. Mutual Capital will not provide any confirmation of any transaction or applicable rate of exchange unless specifically requested by you. Your statement will show both the amount of the Funds and the fee for the Foreign Currency services charged by Mutual Capital.
-

- 
11. Mutual Capital may, in its absolute discretion, determine the order of priority of any transaction under this agreement or any form of withdrawal request.
  12. Mutual Capital may terminate this agreement at any time with 7 days' notice in writing to you or immediately without notice if you are in default under any agreement or arrangement with Mutual Trust or its Related Entities.
  13. This agreement will remain in effect for Mutual Capital's protection for transactions made in good faith until Mutual Capital is notified in writing of revocation of this agreement.
  14. Mutual Capital will only draw against cleared and sufficient funds in your account to execute any transaction.
  15. Fund payments may be delayed and/or suspended by foreign country government or independent bodies, who may request further information on the beneficiary of the payment.
  16. Mutual Capital will endeavour to send bank drafts to requested destinations but is not responsible for delays in bank drafts being received or any loss resulting in such delay.
  17. Mutual Capital is entitled to retain any interest that is earned on the Funds
- 

**Signature of Investor 1 or company director/secretary**

Name			
Signature			
Date			
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director	
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other	

**Signature of Investor 2 or company director/secretary**

Name			
Signature			
Date			
<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee	<input type="checkbox"/> Director	
<input type="checkbox"/> Secretary	<input type="checkbox"/> Sole Director	<input type="checkbox"/> Other	