

WILSONS PRIVATE PORTFOLIO & PRIVATE PORTFOLIO HIGH CONVICTION TERMS & CONDITIONS

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Effective from 15 August 2019

The providing entity of the services described in this document is:
Wilsons Advisory and Stockbroking Limited (“Wilsons”)
ABN 68 010 529 665
AFS Licence 238375
Registered Office:
Level 30, Waterfront Place, 1 Eagle Street,
Brisbane, QLD 4000
www.wilsonsadvisory.com.au
1300 655 015



What does this Agreement do?

The Investor wishes to appoint Wilsons to provide the Private Portfolio Account service. This Agreement sets out the terms of this appointment.

WARNING

It is important you carefully read this Agreement and understand the scope of our discretion, and the activities that you are authorising us to engage in on your behalf. Acquiring a product through an MDA Service arrangement is different from acquiring a financial product directly, because under this Agreement you are giving us the authority to invest your funds without your prior approval, provided such investment is within the scope of the authorities provided in this Agreement. It is important to note that, by authorising us to act on your behalf, you agree to accept responsibility for any actions we take on your behalf, provided that such actions are within the scope of the authorities provided in this Agreement. Any act we take on your behalf under this Agreement will be binding on you as if you had taken that action yourself.

Parties to This Agreement

- a. The person(s) named on the Execution page of the Application Form (the 'Investor'); and
- b. Wilsons Advisory and Stockbroking Limited ABN 68 010 529 665 ('Wilsons').

Advisory and Administration Provisions

1 Appointment of Wilsons

The Investor appoints Wilsons to provide the Private Portfolio service on the terms of this agreement.

2 Other Terms and Conditions

In addition to the terms of this agreement:

- a. The Wilsons Trading Terms, Conditions and Disclosures apply to the provision of the Private Portfolio Account service except to the extent those terms do not relate to the Private Portfolio Account service. To the extent of any inconsistency between this agreement and the Wilsons Trading Terms, Conditions and Disclosures, this agreement shall prevail unless a particular term is required to apply by operation of the Rules;
- b. The Definitions and Interpretation section of the Wilsons Trading Terms, Conditions and Disclosures applies to this agreement. A reference to You in the Wilsons Trading Terms, Conditions and Disclosures is a reference to the Investor;
- c. These terms should be read with the Application Form.

3 Wilsons Obligations

3.1 What Wilsons must do

Wilsons must:

- a. Deliver to the Investor an Investment Program accompanying this agreement;
- b. Review the advice provided to the Investor that, this agreement and the services provided under it are suitable for the Investor (not less than every 13 months);
- c. Keep proper accounts in relation to the Portfolio recording all transactions in accordance with generally accepted accounting standards;
- d. Exercise reasonable care in carrying out its functions and duties under this agreement;
- e. Invest the Portfolio in the name of the Investor or hold assets on custody on behalf of the Investor, in investments selected by Wilsons in its absolute discretion subject to any restrictions (if any) specified in the Investment Program;
- f. Subject to this agreement and in particular clause 4.1(b), manage the Portfolio for and on behalf of the Investor in accordance with this agreement and the Investment Program;
- g. Exercise, or consider the exercise of any right that attaches to any asset of the Investor from time to time;
- h. Collect on behalf of the Investor, all correspondence relating to the Investor's Portfolio Investments in the name of the Investor and to register such Portfolio Investments at the following address:

c/- Wilsons Private Portfolio
GPO Box 385, Brisbane QLD 4001
- i. For purposes relevant to this Agreement, complete and sign any document that notifies any person of a change of the Investor's address to Wilsons address;
- j. Complete and sign on the Investor's behalf any documents that must be completed to give effect to the Investor's directions to Wilsons under this Agreement; and
- k. Collect and bank on behalf of the Investor all dividends, interest and other distributions relating to the Portfolio Investments into the Cash Management Account.

WILSONS

PRIVATE PORTFOLIO & PRIVATE PORTFOLIO HIGH CONVICTION TERMS

Wilson's obligations under (b) shall not apply if the Investor is a wholesale or sophisticated investor (as that term is defined in the Corporations Act 2001) at the time the obligation applies.

3.2 New Instructions

The Investor can give Wilsons other specific instructions from time to time about the range of investments that the Portfolio is to be invested in, but Wilsons will only be obliged to comply with those directions that it agrees with in writing.

3.3 Record Keeping and Reports

Wilsions will give the Investor the reports about the Portfolio.

3.4 Other

Wilsions will:

- a. perform its obligations under the MDA contract and act honestly and with the degree of care and diligence that a reasonable person would exercise if they were in Wilsons' position in providing the services to the Investor; and
- b. Act in the best interests of the Investor in providing the services under this agreement and, if there is a conflict between the interests of the Investor and the interests of Wilsons, give priority to the interests of the Investor; and
- c. Not use information Wilsons has obtained in providing the services under this agreement to the Investor to gain an improper advantage for Wilsons or any other person, or to cause detriment to the Investor; and
- d. Comply with:
 - i the conditions of the ASIC Corporations (Managed Discretionary Account Services) Instrument 2016/968 (including any amendments thereto);
 - ii this agreement, including the Investment Program (subject to clause 4.1(b) or otherwise as agreed in writing with the Investor);
 - iii any representations included in a Financial Services Guide about how Wilsons will provide the services under this agreement unless otherwise agreed in writing with the Investor; and
- e. Compensate the Investor for any loss because of any act or omission of any agent or other person engaged in connection with the services provided under this agreement, other than an external custodian or external adviser or a person acting on their behalf, as if the acts or omissions were acts or omissions of Wilsons.

4 Wilsons Powers

4.1 What Wilsons can do:

- a. Wilsons has full power and authority to deal with the Portfolio and to do all things and execute all documents necessary for the purpose of managing the Portfolio including holding Investor assets in custody.
- b. Wilsons will aim to manage the Portfolio according to the parameters indicated in the relevant Investment Program, however due to various factors such as market movements, variations in asset class returns, asset class expectations, current market conditions, investment opportunities and variances created from your instructions (such as cash withdrawals), your portfolio's asset allocation may sometimes fall outside of the target asset allocation.
- c. Wilsons may appoint agents to perform its functions under this agreement, including but not limited to investment management services.
- d. If the Investment Program contemplates investments that are denominated in currencies other than Australian Dollars, Wilsons may engage third parties on the Investor's behalf for the purpose of effecting foreign exchange transactions as required to manage the Portfolio in accordance with the Investment Program.

4.2 What Wilsons will not do

Wilsions will not, without the prior written consent of the Investor, invest in derivative contracts (including swap agreements, futures contracts, options and any form of agreement creating a contingent liability) except:

- a. Company issued options; or
- b. For the purposes of hedging.

Wilsions will not invest or mix the Portfolio with funds managed by Wilsons on behalf of any other person.

4.3 Power of Attorney

In addition to the Power of Attorney granted by the Investor in clause 2.1 of the Wilsons Trading Terms, Conditions and Disclosures, the Investor irrevocably appoints Wilsons and each Authorised Attorney with full power and authority in its name and on its behalf to do all things necessary or incidental to the performance of Wilsons obligations under this agreement and in particular, without limiting the generality of this appointment, the Investor authorises Wilsons on behalf of the Investor:

- a. To establish in the name of the Investor a cash management account (the 'Cash Management Account');
- b. To deposit in the Cash Management Account all cash forming part of the Portfolio from time to time;
- c. To withdraw money from the Cash Management Account for the purpose of this agreement; and
- d. Enter into a custodian arrangement for holding assets of the Portfolio.

4.4 Non-Exclusive

Wilsions can from time to time perform similar management services for other people. The Investor acknowledges that:

- a. Wilsons can, but has no obligation to, purchase or sell, or recommend for purchase or sale, for the account of the Investor, any investment; and
- b. Wilsons can give advice and take action in the performance of its duties for other Investors which differs from advice given and action taken in relation to the Portfolio.

4.5 Margin Loans

The Investor irrevocably appoints Wilsons and each Authorised Attorney to carry out the following in relation to the Investor's margin loan(s):

- a. Act as an authorised representative;
- b. Draw and repay funds as required; and
- c. Nominate shares, investments in managed funds and/or cash as security for the margin loan as required. This includes but is not limited to all shares, managed funds and cash associated with the margin loan either directly or through any cash management account or trust. This authorisation operates in conjunction with previous appointments of authorised representatives. Wilsons is not liable for any failure to repay funds to the margin loan account or any failure to nominate shares, investments in managed funds or cash as security for the margin loans.

5 Withdrawals and Deposits

5.1 Requests

The Investor can request a withdrawal by giving Wilsons written notice. Wilsons will comply with the request as soon as practicable and in any event within 6 Business Days after the request is received by Wilsons.

5.2 Deposits and Reinvestments

The Investor can give more money to Wilsons to form part of the Portfolio and management under this agreement from time to time, but is not obliged to.

Dividends, distributions and other income earned in respect of the Portfolio (including realised capital gains) will not be distributed to the Investor, but will be reinvested in the Portfolio.

5.3 No Credit

Wilsos must not extend credit to the Investor for investment.

6 Custodian Services

6.1 Introduction

- a. If any of the assets in the Portfolio are held in custody this clause 6 applies.
- b. Wilsons will not permit the Investor's Portfolio to be pooled with any other assets to enable an investment to be made or made on more favourable terms.
- c. Wilsons confirms the assets of the Investor's Portfolio:
 - i are held:
 - a. in trust for the Investor, or
 - b. in trust for the Investor and other Investors of Private Portfolio Account services provided under a managed investment scheme that Wilsons operates; or
 - c. in trust for Wilsons who holds the beneficial interest in trust for the Investor; or
 - d. in accordance with the operating rules of a licensed market, in an investor segregated account operated by a participant of that market where the participant is required to call margins from an Investor under those rules; and
 - ii unless held in accordance with subparagraph (i)(D), are held separately from the assets of Wilsons and any person acting on its behalf and any Investor other than the Investor and any other person, except for:
 - a. cash (including foreign currency); and
 - b. accounts and deposits with an Australian ADI or other financial institution; and
 - c. securities as defined in subsection 92(l) of the Corporations Act; and
 - d. derivatives (but not including a chattel or real property mortgage); and
 - e. an interest arising from an 'Eligible SELECT Master Agreement' within the meaning given in ASIC Corporations (Managed Discretionary Account Services) Instrument 2016/968 or any Instrument that replaces it, where Wilsons:
 - (1) ensures that it or, if another entity is the entity holding the Investor's Portfolio, that entity, performs regular reconciliation procedures appropriate to the nature of the asset; and
 - (2) reasonably considers that holding the Investor's Portfolio separately would not be in the best interests of the Investor; and
 - iii that are monies held with a person carrying on a banking business, are held in an account that complies with section 981B of the Corporations Act; and
 - iv are clearly identified as the Investor's Portfolio.

- h. Upon request by the Investor, Wilsons will:
 - i take action to seek to recover income or payments; or
 - ii institute or defend legal proceedings in connection with the Portfolio, if the Investor indemnifies Wilsons against the costs of doing so. This indemnity does not apply if the subject matter of the proceedings are as a result of a breach of this agreement by Wilsons.

6.2 Underlying Interests in the Portfolio

- a. Wilsons need not recognise any right or interest in or in relation to the Portfolio other than the right or interest of the Investor and need not act upon the instructions of any third party without receiving instructions from the Investor.

Nothing in this agreement confers any rights against Wilsons to any person other than the Investor.

- b. If the law requires Wilsons to collect information about, or identify or verify the identity of, Investors, the Investor agrees to provide Wilsons with the relevant information and carry out the identification and verification in accordance with the procedures reasonably determined by Wilsons from time to time.

6.3 General Authority

- a. Wilsons may (but is not obliged or under a duty to) do anything which Wilsons considers necessary or desirable in order to give effect to this agreement or to comply with any obligations imposed upon it by law.
- b. Without limiting clause 6.3(a), Wilsons is authorised to:
 - i open and maintain bank accounts and securities accounts;
 - ii appoint sub-custodians or agents, or use any securities system;
 - iii seek and act upon legal, professional and other advice; and
 - iv make deductions from the Investor Portfolio from time to time for the purposes of satisfying any obligation entered into in accordance with this agreement.

6.4 Standard of Care

Wilsos owes no duties to the Investor in relation to the Portfolio or otherwise, other than:

- a. To provide custody for the Portfolio as a bare trustee;
- b. To act honestly, efficiently and fairly and with reasonable care, skill and diligence;
- c. To comply in all material respects with the law applicable to Wilsons; and
- d. To comply with this agreement.

6.5 Investor Consents

The Investor agrees that Wilsons and its related parties:

- a. Are free to provide similar services to others;
- b. May enter into any relationship or transaction with the Investor or any other person;
- c. May acquire, dispose of or otherwise deal with any securities or other obligation of the issuer of any security, whether for its own account or otherwise;
- d. Are not obliged to disclose to the Investor anything which comes to its notice unless expressly required to do so under this agreement; and
- e. When appointing an agent or sub-custodian under clause 6.7, may appoint a related body corporate as the agent or sub-custodian.

6.6 Transaction Account

Wilsos may hold the Portfolio in the form of cash or cash equivalent in an account or accounts in the name of Wilsons or its nominee pending the execution of a transaction or payment contemplated by this agreement. The Investor acknowledges that Wilsons may retain for its own benefit any interest or other income payable in respect of such holdings.

6.7 Delegation

- a. Wilsons may subject to the law, delegate to an agent the performance of any of the duties and exercise of the powers of Wilsons under this agreement as may be necessary or desirable to carry out this agreement.
- b. Wilsons may appoint a sub-custodian to perform any of Wilsons's duties under this agreement with all or any of its powers under this agreement, including the power of delegation.

6.8 Responsibility

- a. Wilsons:
 - i is responsible for the failure of the sub custodians and agents appointed by it to exercise reasonable care in the provision of the services in accordance with methods and practices customarily adopted in a custodian business in the market in which they operate as set out in clause 6.4 of this agreement; and
 - ii will at all times be and remain solely responsible for all remuneration and other financial arrangements and employment or agency arrangements with its subcustodians and agents.

WILSONS

PRIVATE PORTFOLIO & PRIVATE PORTFOLIO HIGH CONVICTION TERMS

- b. Subject to the provisions in clause 6.8(a), Wilsons is not liable for the acts or omissions of an agent or sub-custodian other than for the fraud, default or negligence of any agent or sub-custodian, and for acts or omissions of an agent or sub-custodian done or omitted in accordance with the instructions of Wilsons resulting from the fraud, default or negligence of Wilsons.
- c. Wilsons is not liable for any act or omission of a securities system.
- d. Wilsons must take reasonable care in the selection of agents or sub-custodians and will from time to time make reasonable enquiries as to whether each agent or sub-custodian continues to properly perform their obligations and as to their solvency.
- e. Wilsons has no liability for the bankruptcy or insolvency of an agent or sub-custodian or for the acts or omissions of an agent or sub custodian except as set out in clause 6.8(b).

7 Fees and Costs

The Investor must pay:

- a. The fees set out in the Wilsons Financial Service Guide.
- b. All Taxes payable by Wilsons (other than on its own income) and all costs, charges and expenses properly payable in connection with the management of the Portfolio or the acquisition disposal or maintenance of any investment of the Portfolio.
- c. An amount equal to any GST payable in respect of any supply by Wilsons under or in connection with this agreement, without deduction or set-off of any other amount.
- d. Any costs associated with Wilsons giving information and copies of documents to any government agency under any applicable law. Wilsons can deduct from the Portfolio any money due and payable under this clause.
- e. The Investor acknowledges that Wilsons, or a related entity may earn commissions or fees not set out in the Fee Schedule (payable either by the Investor or a third party), in relation to the management of the Portfolio including fees or commissions, for example:
 - i in respect of an offer of securities which are acquired on behalf of the Investor under which one of them provides underwriting, broking or other services;
 - ii handling fee payable by a third party on acceptance of a takeover bid or an application for securities on behalf of the Investor;
 - iii on entry fees, buy/sell spreads or management fees in respect of a managed investment which is managed by any of them and which is bought or sold on behalf of the Investor;
 - iv in respect of the management of the Cash Management Account.
- f. Any costs associated with units in managed investment schemes purchased on behalf of the Investor.

Wiltons reserves the right to revise the fees from time to time in accordance with Wilsons Trading Terms, Conditions and Disclosures

8 Liabilities and Indemnities

- 8.1 Wilsons will indemnify the Investor against any loss, liability or expense that results from the fraud or dishonesty of Wilsons or its officers, employees or agents. To the extent permitted by law, and despite any other provision of this agreement Wilsons, has no liability to the Investor for any loss, liability or expense caused by Wilsons's negligence.
- 8.2 The Investor is responsible for the consequences of any instructions the Investor gives under this agreement.

The Investor will indemnify and release Wilsons against any loss, liability or expense that results from:

- a. Any investment decision made by Wilsons or its officers, employees or agents in good faith; or
- b. Anything else done by Wilsons, or its officers, employees or agents in accordance with this agreement. The Investor is responsible for any Taxes payable in respect of the Portfolio, including all ordinary income and realised gains to the Portfolio even if no amount has actually been paid to the Investor, but is merely reinvested in the Portfolio.

9 Term of Agreement and Termination

- a. This agreement starts on the latest date specified in the signing section in the Application Form.
- b. The Investor can end this agreement at any time by giving 2 Business Days written notice to Wilsons.
- c. Wilsons can end this agreement:
 - i at any time that the Investor does not do what it promises in this agreement to do, by giving written notice to the Investor;
 - ii at any other time by giving 2 Business Days written notice to the Investor;
 - iii if ASIC notifies Wilsons that it may not rely on an exemption relating to the MDA service;
 - iv if Wilsons does not obtain or retain necessary authorisations pursuant to the Corporations Act 2001 to provide the services under this agreement.

9.1 If the Agreement is terminated

- a. Wilsons must not exercise any discretion in relation to the client portfolio assets but must comply with the terms of the contract as to how to deal with client portfolio assets; and
- b. Wilsons or its external custodians will as soon as practical dispose of, or transfer to the Investors any assets held, if those assets are not held directly by the Investor; and

9.2 The ending of this agreement will not affect any claim that either party may have against the other.

After this agreement ends, Wilsons will take action to facilitate the transfer of control of the Portfolio to the Investor as soon as practicable, but is entitled to deduct any money owed to Wilsons under this agreement and any costs of the transfer.

Wilsons is under no obligation to do anything in connection with the management of the Portfolio after this agreement ends.

10 Warranties by Investor

The Investor warrants and represents to Wilsons that the Investor has the power to enter into and perform this agreement. If the Investor is a trustee, the Investor warrants that nothing done under this agreement or any instructions given by the Investor will be a breach of any trust. The Investor acknowledges that Wilsons does not guarantee the repayment of capital or the performance of the Portfolio or make any representation concerning either of those matters.

11 Notices and Reports

11.1 Any notice given under this agreement:

- c. Must be in writing;
- d. Must be sent to the address or fax number that either party may specify in writing to the other; and
- e. Will be taken to have been given or made:
 - i in the case of delivery in person or by post) when delivered, received or left at the address specified in this agreement; and
 - ii in the case of delivery by fax) on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the number of the recipient; but if delivery or receipt occurs on a day that is not a Business Day or is later than 4.00 pm (local time) it will be taken to have been duly given or made at the commencement of the next Business Day.

11.2 The Investor agrees that Wilsons may provide any documents and information associated with the Private Portfolio service by electronic means, including by posting them on its website (currently www.wilsonsadvisory.com.au). For the avoidance of doubt, the investor hereby agrees that it does not require any documents or reports to be provided separately or in hard copy, and that, where feasible, any information required may be given by way of the investor accessing a portal or website.

12 More than one Investor

If there is more than one Investor:

- a. Reference to the Investor means the Investors jointly and separately;
- b. Each Investor is bound jointly and separately;
- c. The Investors will hold the Portfolio jointly; and
- d. Instructions or notices given to Wilsons by any one Investor binds the other(s) and Wilsons can rely and act on such instructions or notices without reference to the other Investor(s).

13 Variation

13.1 Wilsons may vary the terms of this agreement by giving no less than 20 days written notice to the Investor of the variation, and such notice may be provided by making the amended agreement available to you to access electronically, including by email or internet.

13.2 The Parties may otherwise vary this agreement as agreed in writing.

14 General

No failure to exercise and no delay in exercising any right, power or remedy under this agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

A party must not assign any of its rights and obligations under this agreement without the prior written consent of the other party, except that Wilsons can assign to a related body corporate if it gives 7 days' notice to the Investor. This agreement contains the entire agreement between the parties with respect to its subject matter. It supersedes all earlier conduct by or prior agreements between the parties with respect to its subject matter. This agreement is governed by the laws applying in Queensland.

15 Complaints Procedure

Any complaint that the Investor might have in relation to this agreement or anything done or not done under it by Wilsons should be referred to:

The Dispute Resolution Officer,
Wilsons Advisory and Stockbroking Limited,
PO Box R596 Royal Exchange
NSW 1225.

If you are still not satisfied with the resolution of any complaint, you may be eligible to refer the complaint to The Australian Financial Complaints Authority (AFCA) of which we are a member:

Mail:

The Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Online Lodgment:

Online: www.afca.org.au
Email: info@afca.org.au
By phone: 1800 931 678

16 Definitions

16.1 The following words have these meanings in this agreement unless the contrary intention appears.

'Application Form' means the application form completed by the Investor, or Wilsons as the Attorney for the Investor, in making their application and agreement to receive the Managed Discretionary Account service.

'Asset Allocation' means the asset allocation determined and agreed with the Investor as set out in the Investment Program provided to you as amended from time to time.

'Authorised Attorney' means each person appointed by Wilsons to be an authorised attorney for the purposes of this agreement.

'Average Capital Base' means the sum of the Portfolio value on each trading day divided by number of trading days in the Half Year.

'Benchmark' means a standard against which the Investor's Portfolio can be measured. The term is used to indicate a minimum performance objective.

'Business Day' means a day on which banks are open for general banking business in Brisbane, but excluding Saturday, Sunday and public holidays.

'Cash Management Account' means the cash management account or cash management trust established in the name of the Investor under clause 4.3(a);

'Defensive Assets' means defensive assets as defined in the Wilsons Strategic Asset Allocation.

'Growth Assets' means growth assets as defined in the Wilsons Strategic Asset Allocation.

'Half Year' means the 6 month period commencing 1 January and 1 July in each year.

'High Water Mark' is based on historic cumulative outperformance adjusted for changes in benchmark return.

'Investment Portfolio Type' means the portfolio type set out in the Investment Program or as otherwise agreed with Wilsons;

'Investment Program' means the program which sets out the basis on which the Portfolio will be managed by Wilsons.

'Private Portfolio Account' means the services set out in clause 3; Wilsons Private Portfolio Service.

'Net Portfolio Value' means, in relation to the Investor's Portfolio, the monetary value of the Portfolio using the Valuation method at the relevant time, after taking into account:

- a. Transaction Fees
- b. Investment Advice Fees
- c. Performance Fees

'Portfolio' means all money and assets that the Investor from time to time allocates to be managed under this agreement, all assets resulting from the investment of that money and those assets and all income and accretions in respect of them, and includes the balance of the Cash Management Account;

'Portfolio Performance' is calculated using an industry standard time-weighted methodology called the 'Modified Dietz' method.

'Rate of Return' means the internal rate of return of the Portfolio, i.e. if the Portfolio had been invested in a bank account (but you made the same contributions and withdrawals) the interest rate that could give you the same ending market value.

'Taxes' means all duties, taxes, charges, rates and levies assessed or charged or assessable or chargeable by or payable to any national, federal, state or municipal taxation or excise authority, including any interest, fee, penalty or additional tax imposed;

'Transaction Fee' means brokerage and other direct costs associated with dealing in securities, including entry fees and similar charges payable on an application for a managed investment or other financial product.

'Valuation Method' means the procedure for ascertaining the market value of a Portfolio on any given day, by reference to:

- a. For securities or derivatives traded on an exchange, the last quoted sale price on that exchange at the close of business or lacking any sales, the last available bid price;
- b. For securities or derivatives not traded on an exchange, the fair market value of such securities or derivatives;
- c. For units held in a fund, the exit price for those units;
- d. For cash, cash equivalents or other fixed interest investments (that are not securities), the total value of cash invested, including interest paid but not including interest accrued, but not yet paid; and
- e. For investments held in foreign countries, the value of those investments based on the relevant exchange rate at the close of business on the previous business day, less all costs, taxes and other expenses for which the Investor is responsible, but which have not yet been debited to the Cash Management Account, but not taking into account estimated disposal costs and Taxes which would be incurred in liquidating the Portfolio.

'Wilsons Trading Terms, Conditions and Disclosures' means the terms of business governing any general investment advisory, share broking and other services provided by Wilsons as amended from time to time and available at www.wilsonsdadvisory.com.au or on request.

16.2 Words defined in A New Tax System (Goods & Services Tax) Act 1999 (Cth) have the same meaning in clause 7 and in the Application Form.

16.3 Words defined in the Rules or the Corporations Act have the same meaning in this agreement unless defined differently in this agreement.

17 Privacy

All personal information will be collected, used and stored by Wilsons in accordance with the Wilsons Privacy Policy, a copy of which is available to you on request or may be viewed at: www.wilsonsadvisory.com.au

IMPORTANT NOTICE

Investment in shares and other securities involves risk and costs. There is no guarantee of income, capital gain or profit.

Wilsons does not guarantee the repayment of capital or the performance of the Portfolio Investments or make any representation concerning either of those matters.

Wilsons, its directors and their associates may have beneficial interests in shares and securities of the types dealt with under this Agreement from time to time and may receive commissions.

WILSONS

PRIVATE PORTFOLIO & PRIVATE PORTFOLIO HIGH CONVICTION TERMS

SCHEDULE 1: FEES

Note: All price quoted are GST inclusive. Fees are calculated and payable monthly. Contact your adviser for more fee information.

Wilsons Private Portfolio & Wilsons Private Portfolio High Conviction Standard Fee Option	Investment Amount	Service Fee	Optional Services
Investment Advice and Administration Fee	Up to \$1,000,000	2.15% p.a. for each dollar up to \$1,000,000	Optional Financial Planning /Advisor Fee of 0.33% p.a.
	\$1,000,001 - \$2,000,000	1.82% p.a. for each dollar over \$1,000,000	
	\$2,000,001 - \$3,000,000	1.49% p.a. for each dollar over \$2,000,000	Optional Personal Advice Fee/ SOA Fee as per Personal Advice fee above
	\$3,000,001 - \$5,000,000	1.27% p.a. for each dollar over \$3,000,000	External Managed Funds Fee: Please refer to the fund manager PDS for fee information
	Above \$5,000,000	1.05% p.a. for each dollar over \$5,000,000	Wilsons Managed Portfolio Fee (charged per portfolio): 0.44% p.a.
	Minimum Fee	\$5,375 p.a.	
Placement Fee (% of funds invested)		up to 3.3% p.a.	
International Transaction Fee per trade (listed securities only) incurred in the relevant currency, converted and charged in AUD		Subject to currency conversion, determined at the time of transaction, indicative of \$100 AUD	
Transaction Fee per trade (listed securities only)		\$32.45	
Termination fee:	Year 1	3.3% p.a.	
	Year 2	2.2% p.a.	
	Post Year 2	1.1% p.a.	
Performance Plus Fee Option			
Investment Advice and Administration Fee	Up to \$1,000,000	1.82% p.a. for each dollar up to \$1,000,000	Optional Financial Planning /Advisor Fee of 0.33% p.a.
	\$1,000,001 - \$2,000,000	1.49% p.a. for each dollar over \$1,000,000	
	\$2,000,001 - \$3,000,000	1.20% p.a. for each dollar over \$2,000,000	Optional Personal Advice Fee/ SOA Fee as per Personal Advice fee above
	\$3,000,001 - \$5,000,000	0.94% p.a. for each dollar over \$3,000,000	
	Above \$5,000,000	0.72% p.a. for each dollar over \$5,000,000	External Managed Funds Fee: Please refer to the fund manager PDS for fee information
	Minimum Fee	\$4,550 p.a.	Wilsons Managed Portfolio Fee (charged per portfolio): 0.44% p.a.
Placement Fee (% of funds invested)		up to 3.3% p.a.	
Transaction Fee per trade (listed securities only)		\$32.45	
International Transaction Fee per trade (listed securities only) incurred in the relevant currency, converted and charged		Subject to currency conversion, determined at the time of transaction, indicative of \$100 AUD	
Performance Fee (% of the portfolio outperformance relative to the benchmark)		22% p.a.	

Termination fee:	Year 1	3.3% p.a.	
	Year 2	2.2% p.a.	
	Post Year 2	1.1% p.a.	
Unbundled Fee Option			
Administration Fee	Up to \$200,000	0.44% p.a. for each dollar up to \$200,000	Optional Financial Planning /Advisor Fee of 0.33% p.a.
	\$200,000 - \$500,000	0.33% p.a. for each dollar over \$200,000	
	\$500,000 - \$1,000,000	0.11% p.a. for each dollar over \$500,000	Optional Personal Advice Fee/ SOA Fee as per Personal Advice fee above
	\$1,000,000 - \$2,000,000	0.06% p.a. for each dollar over \$1,000,000	
	Above \$2,000,000	0.00% p.a. for each dollar over \$2,000,000	External Managed Funds Fee: Please refer to the fund manager PDS for fee information
	Minimum Fee	\$1,089 p.a.	
	Maximum Fee	\$2,970.00 p.a.	Wilson's Managed Portfolio Fee (charged per portfolio): 0.44% p.a.
Investment Advice		Up to 1.65% p.a.	
Placement Fee (% of funds invested)		Up to 3.3% p.a.	
Transaction Fee per trade (listed securities only)		As per Wilson's Private Account Fees	
International Transaction Fee per trade (listed securities only) incurred in the relevant currency, converted and charged in AUD		As per Wilson's Private Account Fees	
Termination fee:	Year 1	3.3% p.a.	
	Year 2	2.2% p.a.	
	Post Year 2	1.1% p.a.	

SCHEDULE 2: TERMINATION POLICY

1 Background

Wilsons Advisory and Stockbroking Limited's (Wilsons) Managed Discretionary Account service (MDA) is called Private Portfolio, and Private Portfolio High Conviction Accounts. The purpose of this policy is to outline Wilsons' termination policy and procedures for its MDA accounts. This policy complies with the conditions of ASIC's relief under ASIC Corporations (Managed Discretionary Account Services) Instrument 2016/968.

2 Termination

2.1 Termination Notification

An MDA contract may be terminated in accordance with the Wilsons Private Portfolio & Private Portfolio High Conviction Terms and Conditions. In particular, a client may terminate the Wilsons MDA service at any time by giving two business days' notice in writing to Wilsons.

Wilsons will notify the relevant advisor once a termination notice has been received and no further discretion will be exercised in relation to the Private Portfolio assets. Wilsons will comply with terms of the contract as to how to finalise the dealings with portfolio assets.

2.2 Termination Instructions

Under the Private Portfolio service, Wilsons does not hold client assets on behalf of the client. The client has provided Wilsons with discretionary trading authorisation over their assets, which are held either:

- directly in the clients own name; or
- via an external financial services provider's nominee or custody service. Note that in these cases, the client has a direct legal relationship with the relevant custodian or nominee.

When a Client provides a termination notice to Wilsons, the client is terminating Wilsons' discretionary trading authorisation. The client will need to provide further instructions about what, if anything, they wish to occur with the Portfolio assets. Depending on the client's wishes, the Portfolio Assets may:

- remain tradeable via Wilsons or the external financial services provider on a non-discretionary basis;
- be transferred to another external financial services provider; or
- be sold down and the proceeds transferred to the clients linked bank account.

2.3 Portfolio Assets

The portfolio assets will be held in different ways depending on the asset type, please refer to Table A for further information.

TABLE A: Portfolio Assets

Assets	How the Assets are held	Timeframe to act on instructions
Australian Securities	Held directly in the name of the Investor	If instructed, Wilsons will enter the HIN transfer message in CHESS within 48 hours.
International Securities	The International Securities are held by Pershing as nominee or custodian directly for the client.	Pershing will process the client's instructions in accordance with their policies.
Managed Funds	The managed funds are held in an Investor Directed Portfolio Service where the assets are held on trust directly for the client by Ausmaq or its sub-custodian.	Ausmaq will process the client's instructions in accordance with their policies.

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