## **SOA MATERIAL**

## **INTRODUCTION**

Not included in this product – see The Fold's <u>SOA Template and Content Guide</u>

#### **GOALS AND OBJECTIVES**

Not included in this product—see The Fold's <u>SOA Template and Content Guide</u>

## **SCOPE OF OUR ADVICE**

Not included in this product-see The Fold's SOA Template and Content Guide

#### YOUR CURRENT SITUATION

Not included in this product – see The Fold's <u>SOA Template and Content Guide</u>

#### **OUR ADVICE**

I recommend that you invest \$<insert amount> in the <insert name of ^1DA Service> \_ovid \_a by <insert name of MDA Provider>.

This is a managed discretionary account (MDA) service which danage investment for clients in accordance with a pre-agreed investment program. <a href="mailto:sinsert name">sinsert name</a> of MDA Provide as 'DA provider, is responsible for deciding when and what investments to buy, sell and rebalance in order maints the objectives of the investment program. You authorise <a href="mailto:sinsert name of MDA Provider">sinsert name of MDA Provider</a>, to do this at least iscretic without consulting you, obtaining your prior approval or notifying you of the changes. This enables the MDA rovider to respond quickly to market developments.

Your investments are not pooled as they would go in a least ed investment scheme, but cost reductions are achieved through consolidated reporting and bulk leding.

<insert name of MDA Provider>, is required to accompose your best interests and comply with other obligations to protect your interests that are set of any your M. A contract with them.

The alternative to using an aberva is that we would need to contact you and obtain your instructions every time a change to your investments is needed.

I believe that an MDA service is more suitable for you because. [USER GUIDE: Describe the advantages for the client of investing in an MDA in comparison to investing directly in light of the client's financial situation, needs and objectives, i.e. why it is likely to achieve their objectives and put the client in a better position. NB: Your SoA must cover ALL these issues, otherwise you run the risk that you will not demonstrate how you have met the best interests duty. Examples are contained in the Policy and Procedures].

I recommend you use <insert name of MDA Service> because [USER GUIDE: Describe why you recommend this MDA Service, e.g. 'as this is our preferred service', 'which is our in-house MDA service managed by our investment team'.

NB: If you recommend an in-house MDA service, you must explain why there is an additional benefit for the client, as compared with using an external MDA service].

[**USER GUIDE** Describe the range of investments available through the MDA Service and why they are appropriate for the client].

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# <Insert name of Model Portfolio> Portfolio

This is the investment strategy for the Investment Program recommended by your financial adviser. The portfolio is managed by <insert name of MDA Provider> through their <insert name of MDA Service>.

[USER GUIDE: This table is only a guide. It is one of many ways you can describe model portfolios]

Portfolio	<insert name="" of="" portfolio=""> Portfolio&gt;</insert>	<insert name="" of="" portfolio=""> Portfolio</insert>			
Designed for	<describe for="" investors="" is="" portfolio="" suitable="" the="" whom=""> e.g. Investors with a medium to long-term time horizon (3-5 years plus), a diversified approach to assets and investment and who are seeking lower volatility than a shares only portfolio.</describe>				
Investment Objectives	<describe achieved="" and="" are="" how="" objectives="" of="" portfolio="" the="" they=""> e.g. To exceed the returns available from cash investments by 3%. The portfolio will accept some exposure to growth to increase potential returns and to reduce the likelihood that capital will be reduced by inflation</describe>				
Types of Investments	<describe asset="" be="" classes="" p="" the="" used.<="" which="" will=""> e.g. Cash, fixed interest, property and ASX and over the state of the state o</describe>				
Diversification	In the investments in your count of change in the economic outlook for those investments.				
Expected Return / Historical Returns	Provide static of our poth expected or historical returns Any corresentation of expected performance are based on past performance and are initial parameter of future performance.				
Asset Allocation	This policy o will invest in the asset classes and the ranges shown below:				
		Туре	Allowable Range	Current Benchmark	
	Aust alian Equities	Growth	20-40%	35%	
	ernational Equities	Growth	5-30%	25%	
	Australian Listed Property	Growth	5-10%	5%	
	International Listed Property	Growth	0-10%	5%	
	Australian Fixed Interest	Defensive	10-50%	15%	
	International Fixed Interest	Defensive	0-20%	5%	
	Cash	Defensive	0-10%	5%	
				100%	

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## MANAGED DISCRETIONARY ACCOUNT CONTRACT

Full Client Name/s	
ABN (if any)	
Address	
Your Financial Adviser	Name
	Company
	Address
Date of SoA Recommending MDA Service	

WARNING: The key differences between acquiring investments directly and through a managed discretionary account service are:

- 1. [USER GUIDE: Use if the MDA Services will be provided throw a regulated platform or you will provide a custody service (even if it is delegated)] You ill provide the legal title to the investments. Instead, a professional custodian will hear the investments on trust for you.
- 2. We may change your investments at our discretion and you will provide advance notice of those changes.
- 3. You will not be able to exercise voting this or cide whether to take advantage of corporate actions such as share buybacks and right issues; we will do this for you.

I acknowledge these differences and agree to the series MDA Contract.

[USER GUIDE: Use this clause if you provide substantially continuous electronic access to MDA Account information and provide Annual Reports electronic angles provide me with continuous electronic access to information about my MDA Account and provide the Annual Reports out my MDA Account by <a href="describe how reports will be provided">describe how reports will be provided</a> e.g. by email, or by sending the a password protected link to an online copy of the reports.

[USER GUIDE: Use this clause, our or provide substantially continuous electronic access to MDA Account information, but will provide Quarterly Annual Reports electronically]Please provide Quarterly and Annual Reports about my MDA Account by <a href="mailto:description">description</a> now reports will be provided e.g. by email, or by sending me a password protected link to an online copy of the report>.

Client/s signature	Date	
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## **TERMS AND CONDITIONS**

These are the terms and conditions on which <Insert full name of AFS Licensee> ABN <insert ABN> AFSL <insert AFSL> of <insert full address> (We/Us/Our) provides managed discretionary account (MDA) Services to the person named above (You/Your):

#### 1. DEFINITIONS

In this MDA Contract:

**Contributions** means all the money, money's worth and Investments that you ask us to manage on your behalf pursuant to this MDA Contract.

[USER GUIDE: Insert the name of the external MDA Adviser or the internal adviser who will recommend the MDA Contract and Investment Program] Financial Adviser means the person named above as Financial Adviser or any financial adviser who replaces that person.

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**Investments** means cash and cash products, ASX listed securities, managed investment schemes and any other financial product on which we are authorised to advise and deal and which we, in our discretion, consider suitable for inclusion in your Investment Program.

Investment Program means the Investment Program attached to [OPTION 1: Use this if an external MDA Adviser will prepare the Investment Program] the Statement of Advice prepared by your Financial Adviser dated <insert date>(or any Investment Program that replaces it). [OPTION 2: Use this if the MDA Provider prepares the SoA and Investment Program] our Statement of Advice dated <insert date> (or any Investment Program that replaces it).

**MDA Account** means the Contributions, and the Investments into which the Contributions have been invested pursuant to this MDA Contract.

**MDA Services** means the services that we provide to you in accordance with this MDA Contract.

[USER NOTE: Delete if the MDA Services will not be provided through a regulated platform]Platform means the <insert name of Platform> operated by <insert name of Platform operator> (or any platform we nominate to replace it), through which your MDA Account will be held, administered and reported on.

You means the person named above.

## 2. APPOINTMENT

2.1 You appoint us to manage your N DA A councit our discretion, but all ays in accordance with this MDA Contract and your Investment Program.

## 3. OUR DISCRETIONS

- 3.1 Subject to clause 2, you authorise us to do the following on your behalf to enable us to manage your MDA Account:
  - (a) Open (and if necessary close) accounts with any bank or financial services provider including, without limitation, cash management accounts and investment accounts;
  - (b) Provide your tax file number, interest and dividend banking instructions and other personal information and instructions required to open and operate those accounts to the provider;
  - (c) Operate all such accounts including without limitation to making payments to or drawing

- cheques payable to third parties on your behalf;
- (d) Buy, subscribe for, apply for, deal with, accept transfers of, sell, transfer, repurchase or redeem Investments;
- (e) Exercise (and decline to exercise) all rights and privileges and perform all duties and obligations which now or may in the future apply to the Investments in your MDA Account;
- (f) Appoint any investment manager, broker or other service provider;
- (g) Reinvest any revenue earned in your MDA Account; and
- (h) Receive, hold and execute all necessary documents, pay all obligations and liabilities, undertal all acts and do all things that are necessary or convenient in order to implement the Investment Program.
- 3.2 You acknowledge that this will require us to and you otherise us to uo the following in our bsolu discreton:
  - Determine how any additional
    Contributions, revenue earned or surplus
    cash are allocated between your
    Investments;
  - (b) Rebalance your Investments where there has been a variation from any of the asset allocations in your Investment Program;
  - (c) Adjust the asset allocations within the ranges described in the Investment Program in order to achieve the objectives of the Investment Program;
  - (d) Sell any Investments if there is an adverse rating change or we consider, for any reason whatsoever, that the Investment is no longer suitable for inclusion in the Investment Program;
  - (e) Purchase any Investments we consider appropriate to replace those Investments;
  - (f) Determine which, if any, Investments will be sold to accommodate any withdrawals you wish to make.

## 4. GIVING US INSTRUCTIONS

4.1 Unless otherwise agreed, you must provide instructions regarding your MDA Account to us

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