

EVOLVE

MANAGED ACCOUNTS

Product Disclosure Statement

Evolve Managed Accounts
ARSN 128 111 857

Distributor
TMS Capital Pty Limited
ABN 12 110 549 418
AFSL 333008

Issuer and Responsible Entity
Linear Asset Management Ltd
ABN 11 119 757 596
AFSL 304542

Dated 12 August 2014

IMPORTANT INFORMATION

About this PDS: This Product Disclosure Statement ("PDS") is dated 12 August 2014 and is issued by Linear Asset Management Ltd ABN 11 119 757 596, AFSL number 304542 ("Responsible Entity" "we", "our" or "us"), the responsible entity of the Evolve Managed Accounts ARSN 128 111 857. This PDS relates to the classes of interests known as the Evolve Managed Accounts Green Class and Evolve Managed Accounts Blue Class (collectively "Evolve Managed Accounts"). The Responsible Entity has issued other classes of interests which differ from the interests in Evolve Managed Accounts and may in the future issue further classes of interests in the Evolve Managed Accounts.

Terms used in this PDS: Certain terms in this PDS have defined meanings. Refer to the Defined Terms on page 37.

Website and Investment Menu: Before you invest, we recommend you read the PDS in its entirety. The PDS should be read with the online Investment Menu which is incorporated by reference into the PDS and includes details of available investment options for investment through the Evolve Managed Accounts. It is available at www.tmscapital.com.au (and via the Evolve Portal for existing investors).

Updated information: Information in the PDS that is not materially adverse to your interests may be updated by notice to your adviser and by publishing the information at www.tmscapital.com.au and on the Evolve Portal. You may also be provided updated information electronically. Upon request, a paper copy of any updated information is available free of charge; please ask your adviser. If there is a change to the information contained in the PDS that is materially adverse to the offer, then the Responsible Entity will issue a supplementary PDS in accordance with the Corporations Act.

Eligibility: Investment in the Evolve Managed Accounts is only available to persons who receive the PDS in Australia and appoint an Australian licensed or authorised adviser who is registered to distribute the Evolve Managed Accounts. The Responsible Entity may at their discretion refuse to accept applications from particular persons or classes of persons.

Applications: Applications for investment in the Evolve Managed Accounts can only be made via the online Application Form which must be completed via the Evolve Portal (with assistance from your adviser), printed, signed and sent to the Administrator with the required documents for your identification. Applications will not be accepted unless accompanied by an original signed Application Form. The Corporations Act prohibits any person from passing the Application Form on to another person unless it is provided with the PDS.

Electronic PDS: This PDS is issued as an electronic product disclosure statement and is available at www.tmscapital.com.au and via the Evolve Portal. Upon request, a paper copy of this PDS may be provided free of charge; please contact your adviser.

General advice only: The information contained in this PDS is general in nature only. Before making a decision to invest in the Evolve Managed Accounts, it is important you read and consider the entire PDS and seek professional advice (including accounting, taxation and other advice from your adviser) regarding the appropriateness of this investment for your personal circumstances before proceeding to invest. This includes considering your investment objectives, situation and particular investment needs and the risks of investing in the Evolve Managed Accounts, including those listed on page 6.

Interpretation of legislation: The information in this PDS relating to financial service, taxation and other relevant laws is based on the Responsible Entity's interpretation of existing laws at the time the PDS was prepared. The taxation information is provided as a general overview of how these laws may apply to you; it should not be relied upon as a complete statement of all relevant laws and it may change from time to time. It is recommended you discuss your personal position with your accountant or adviser.

About the Responsible Entity: Linear Asset Management Ltd (Responsible Entity) is the trustee of the Evolve Managed Accounts and the issuer of this PDS. The Responsible Entity is part of the Linear Group, a financial services and administration technology services provider. The Responsible Entity is licensed by ASIC and also licensed as a superannuation trustee licensed by APRA.

About the Administrator: The administrator is Linear Administration Services Pty Ltd, a member of the Linear Group. The Administrator provides the proprietary web based administration platform, known as the "Evolve Portal", to deliver the transactional and administration systems for the Evolve Managed Accounts. The Administrator has given and not withdrawn its consent to the PDS containing information referable to it in the form and context in which that information appears. The Administrator has not issued or caused the issue of the PDS and is not responsible for any other statements in the PDS which are not referable to it.

Investment in the Fund: The Responsible Entity, the Administrator, the Distributor and their related bodies corporate do not guarantee the performance or success of the Evolve Managed Accounts or any return on your investment. Investments in the Evolve Managed Accounts are subject to risk, including the risks set out in the Risks section on page 6. An investment in the Evolve Managed Accounts does not represent an investment or liability of the Responsible Entity, the Administrator or the Distributor. No person has been authorised by the Responsible Entity to make any representation or to give any information about the Evolve Managed Accounts that is not contained in this PDS. None of the persons mentioned in this PDS have authority to make statements on behalf of, or bind, the Responsible Entity.

Your interest: When you invest in the Evolve Managed Accounts you are an indirect investor because the investments you choose are not held in your name, but are held on your behalf. Your rights as an indirect investor are different to your rights if you had invested directly. For example, you will not receive information and communications in relation to your underlying investments. You have the right to request copies of this communication if you wish. See the Reporting section on page 15 and the structure of Evolve Managed Accounts on page 29 for further details.

Costs of investing through Evolve Managed Accounts: The total fees and charges you will pay will include the costs of investing in the Evolve Managed Accounts as well as the cost of any investment you choose. It is important that you understand the fees of any investment you select (for example, investment management fees, transaction costs and brokerage incurred on your behalf) are in addition to the fees and costs charged by the Responsible Entity and Administrator for administering your Account and the Evolve Managed Accounts as a whole (such as administration fees and other account based fees and costs). The costs of the investments are set out in this PDS. Please refer to the Investment Menu (available on the website www.tmscapital.com.au or via the Evolve Portal) and Fees and Other Costs section on page 18 for further details.

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KEY FEATURES

FEATURE	OVERVIEW	PAGE
Evolve Managed Accounts	A comprehensive investment administration platform that allows you to tailor an individual portfolio from an extensive Investment Menu and delivers you a package of services, including asset holding and consolidated portfolio reporting.	2
Investment Menu	There is a comprehensive range of investments to choose from, including Model Portfolios, ASX Listed Equities, Managed Funds, Dynamic Trading Strategies, Cash and Term Deposits. Refer to the Evolve Portal or www.tmscapital.com.au for the up-to-date Investment Menu or contact us to request a hard copy.	2
Minimum Investment	The minimum investment into Evolve Managed Accounts is \$25,000 unless otherwise permitted by the Responsible Entity. Some Model Portfolios and Managed Funds have minimum investment amounts.	10
Investment Methods	You can make investments by direct deposit or electronic funds transfer, by cheque, by transferring CHESS eligible Australian securities or by transferring other investments.	10
Additional Investments	Additional investments of any amount may be made at any time. Investments must be accompanied by an Account Instruction or they will remain as cash in your Cash Account.	12
Regular Contributions	You can make regular contributions either by direct debit from your nominated bank account on a monthly basis (Regular Contribution Plan, minimum of \$100 per month), or by arranging a direct credit through your own financial institution (Your Own Savings Plan).	12
Income	Income is paid to your Cash Account. Generally, income is not reinvested; you must provide an Account Instruction or the income will remain as cash in your Cash Account.	13
Withdrawals	You can request to withdraw cash of any amount or instruct us to make an in-specie transfer of assets out of your Account. We will comply with your request promptly, however, it is possible there may be delays or circumstances may arise in which we cannot satisfy your request at all.	13
Regular Withdrawals	You may elect to receive a regular payment from your Account.	13
Account Instructions	You can change the mix of investments in your Account at any time by providing an Account Instruction to the Responsible Entity using the online Evolve Portal. Depending on what the Account Instruction relates to we will attempt to implement the Account Instruction as soon as reasonably possible, but generally we implement Account Instructions on the next Business Day after receipt of the Account Instruction. Please note there may be times when there are delays for reasons outside our control.	12
Risks	There are risks associated with investing in the Evolve Managed Accounts and in the underlying investments you select.	6
Fees and Other Costs	There are fees and costs payable by you to the Responsible Entity. There are also fees and other costs associated with the underlying investments or strategies you choose.	18 and the Investment Menu
Cooling Off	An investment in the Evolve Managed Accounts has limited cooling off rights.	30
Cash Account	Your cash will be held in a segregated Cash Account. This is the hub of your Account, as it is used to receive contributions, settle your transactions and pay fees and costs. Your Cash Account earns a competitive interest rate. A target of 2% of the total value of your Account must be held as cash and a minimum of 1% of the total value of your Account. Some Model Portfolios may also require a minimum cash holding which is in addition to this minimum (refer to the Investment Menu for details).	3
Consolidated Reporting	All reporting for the Evolve Managed Accounts is available online and by making an Application you are agreeing to receive all reports and correspondence this way. We send all correspondence to your adviser at the same time as you.	15

You should consult your adviser before deciding on the composition of your Account and an appropriate amount to invest in and or withdraw from Evolve Managed Accounts.

ABOUT THE EVOLVE MANAGED ACCOUNTS

Evolve Managed Accounts is a comprehensive investment administration platform that delivers superior administration, tailored investment solutions and flexible reporting, all driving towards a more powerful investor experience.

WHO IS EVOLVE?

TMS Capital Ltd ("TMS Capital") was established in 2004 by current staff after 10 years of working in financial markets with large Australian and international financial institutions. TMS Capital is a boutique investment manager that specialises in Australian equities and portfolio construction across multiple asset classes.

THE INVESTMENT UNIVERSE

The investment universe is broad, with options which may include:

- ASX Securities
- Managed Funds
- Cash and Term Deposits
- International Equities
- Initial Public Offerings
- Exchange Traded Funds
- Exchange Traded Options
- Fixed Interest Securities

INVESTMENT MENU

The Investment Menu is the list of investments from which you may choose to pursue the investment strategy developed by you and your adviser. The Investment Menu forms part of this PDS and the Responsible Entity may update it from time to time. You should read the Investment Menu for further details about the investment options before making investments via your Account.

You can obtain a copy of the Investment Menu containing all available investment options free of charge as follows:

- Go to www.tmscapital.com.au
- Access the Portal, if you are an existing member
- Contact your adviser, or
- Call 1300 669 891 or email admin@linearam.com.au

INVESTMENT SELECTION

The Responsible Entity has a policy for how it selects the investment options from which you are able to choose. See page 31 for further details.

GREEN CLASS

The Green Class of the Evolve Managed Account is available to Wholesale Clients and investors who are clients of advisers who are not provided advice by, and are generally unrelated to, TMS Capital Pty Limited.

BLUE CLASS

The Blue Class is open to all new investors (including investors who are clients of TMS Capital).

INVESTMENT OPTIONS

Your investment universe can be via:

- **"Self-directed Investments"**, which provide you the flexibility to select any investments we list on the Investment Menu to follow your own strategy, and
- **"Model Portfolios"**, which are professionally managed by Investment Managers according to their stated mandate.

SELF-DIRECTED INVESTMENTS

You can select any "Self-directed Investments" from the Investment Menu to build and operate your own portfolio. For the investment options available as Self-directed Investments see below and the Investment Menu.

SELF-DIRECTED INVESTMENTS

Managed Funds

A wide variety of Managed Funds are available for investment through the Evolve Managed Accounts, across the major asset classes.

Australian Listed Securities

You can select from any listed security or exchange traded option that can be transacted on the Australian Securities Exchange (ASX). These include ordinary shares, property trusts and exchange traded funds.

International Listed Securities

The Investment Menu offers a list of international listed securities available on selected exchanges from which you can choose. We may be able to facilitate investments in additional international listed securities upon request. Please have your adviser contact the Responsible Entity for details.

Term Deposits

The Investment Menu includes a selection of issuers, terms and rates for term deposit investments.

Dynamic Trading Strategies

Certain Model Portfolios permit you to overlay a dynamic trading strategy that is managed by the Responsible Entity.

Other investments

From time to time, the Responsible Entity may approve other types of investments for inclusion on the Investment Menu. Check the Investment Menu for details before making an investment.

ABOUT THE EVOLVE MANAGED ACCOUNTS (CONTINUED)

YOUR CASH ACCOUNT

Central to the operation of your Account is the cash hub, known as your Cash Account. The Cash Account is used to settle all transactions in your Account as well as receive all contributions, fund all withdrawals and pay fees and other expenses.

We report to you on your Cash Account in a consolidated manner along with the other investments in your Account. We credit any bank interest or dividends/distribution income earned on your investments to your Cash Account as and when it is received by us.

The Responsible Entity has set a target and minimum cash percentage for the operation of your Account. This is to ensure there is sufficient cash to pay fees and settle any charges incurred in your Account.

- The *target* percentage is 2% of the total value of your Account.
- The *minimum* percentage is 1% of the total value of your Account.

The above percentages are in addition to any cash holding that a particular investment option (such as a Model Portfolio) may require as part of its asset allocation.

When you invest, 2% of your Application Money or contribution will be automatically allocated to your Cash Account.

Where the Cash Account percentage falls below the minimum percentage required then we may sell some of the investments in your Account. We will continue to sell investments until your cash holding is brought up to the required target level. This will be done in line with your Account Instruction or any subsequent Account Instruction received from you (if you have provided one).

The rebalancing of the Cash Account is subject to tolerance allowances. For example, the minimum percentage requirement may not be enforced if the Responsible Entity is satisfied that the shortfall will be covered by incoming cash flow from contributions, interest and dividends, or where the minimum percentage is breached due to fluctuations in the market value of the investments in your Account.

MODEL PORTFOLIOS

Model Portfolios are also known as SMAs (i.e., separately managed accounts). They are a non-unitised type of managed investment scheme that allows you and your adviser to access a portfolio of investments professionally managed according to a defined investment mandate. Investment Managers appointed by the Responsible Entity carry out ongoing monitoring and re-balancing to maintain portfolio weightings of Model Portfolios.

Through the Evolve Managed Accounts, you can choose from a range of Model Portfolios across different asset classes, investment managers and strategies, and then customise your portfolio to match your personal situation.

The Investment Menu sets out the Mandate for each Model Portfolio, including a description of the investment strategy, objectives, investment universe and asset allocation. The Investment Menu also sets out the fees for the Model Portfolio, which are charged to your Account for the investments you select.

By investing in one or more Model Portfolios, that portion of your Account is subject to ongoing monitoring and re-balancing as the Responsible Entity will buy and sell securities for you based on the Investment Manager's instructions.

It is possible to customise selected Model Portfolios or apply Dynamic Trading Strategies (see below). Each of these approaches changes the way the Model Portfolio operates and you should read the relevant section of this PDS and the Investment Menu for further details.

WAIVER OF INVESTMENT MANAGEMENT FEES

The Responsible Entity will waive part of the Investment Management fee for investors in the Blue Class. This will be in circumstances where the Investment Manager also provides you with financial advice. You should note that a small Investment Management fee paid to the Responsible Entity still applies. Please see the Investment Menu for details.

MODEL PORTFOLIO WEIGHTINGS

If you choose to invest in Model Portfolios, your individual weightings or mix of Model Portfolios are applied on a "floating" basis. This means that the weightings (i.e., the value in dollar and percentage terms) will fluctuate from time to time as the performance of one Model Portfolio differs from the performance of another.

We will only reweight your Model Portfolio on an Account Instruction from you or your Representative. You should refer to the Investment Menu for further details of how this works.

CUSTOMISING YOUR MODEL PORTFOLIO

Evolve Managed Accounts offers you the ability to customise the Model Portfolios in your Account by directing us to exclude or lock certain stocks within a Model Portfolio. Not all Model Portfolios offer the ability to customise. You should review the Investment Menu to determine if the Model Portfolio you invest in offers customisation.

Possible customisations include:

- **Lock Model Portfolio:** suspends any transactions from occurring, other than the processing of corporate actions by the Responsible Entity.
- **Exclude Securities:** Where you do not wish to invest in a particular security, you can elect to exclude that security from a Model Portfolio.

You can customise your Account at any time by providing us with an online Account Instruction. You should be aware that customisations may involve fees and costs. For further information on these costs please refer to the Fees and Other Costs section starting on page 18 for more details.

DYNAMIC TRADING STRATEGIES FOR MODEL PORTFOLIOS

Dynamic Trading Strategies (DTS) offer an additional way to tailor certain Model Portfolios.

DTS involves the automatic management of your Model Portfolio in accordance with a predefined strategy which is defined in detail in the Investment Menu. The various DTS offered by the Responsible Entity, the fees and risks are set out in the Investment Menu.

You can apply a DTS when you invest or at any later time via an online Account Instruction. You cannot apply a DTS (including Capital Preservation) to any particular tax parcels.

If you apply a DTS to your Model Portfolio, then you should be aware that the asset allocation will be changed pursuant to the relevant DTS. Your investment will therefore look and perform differently to the Model Portfolio.

One DTS you can apply for is Capital Preservation, in which the Responsible Entity applies a formula to the relevant assets in your Account on a daily basis and then adjusts the allocation between equities and cash according to exposure levels and the protection level you select.

The cut off time for receipt of online Account Instructions for Capital Preservation is 12pm (Melbourne time) each Business Day, as the Responsible Entity runs the calculation at approximately 2pm (Melbourne time) and then rebalances the portfolio. Any new online Account Instructions or variations to Account Instructions about Capital Preservation received by us after 12pm (Melbourne time) will be held over until the following Business Day.

For more information about Capital Preservation including worked examples and details of the risks, please see the Investment Menu.

CASH HOLDINGS IN MODEL PORTFOLIOS

Some Model Portfolios have a minimum cash holding (in addition to the minimum and target levels for each Cash Account).

If there is excess cash held by you in a Model Portfolio above the minimum required for that Model Portfolio (for example, from additional contributions, interest, dividends and distributions or the proceeds from the sale of investments), then the excess cash may be directed by the Investment Manager to be used to acquire further investments for your Model Portfolio.

BENEFITS OF THE EVOLVE MANAGED ACCOUNTS

Evolve Managed Accounts provides convenient and transparent investment administration with the ability to construct a portfolio in line with your investment objectives. Some of the key benefits include the following:

EASE OF ADMINISTRATION

The Administrator and the Responsible Entity's experience in operating a platform ensures an easy-to-use system delivering secure online consolidated reporting, tax and performance information including a set of annual tax reports for each Investor.

CHOICE AND CONTROL

The Evolve Managed Accounts offers you investment choice and control over your investments. You can pursue your own investment strategy as you choose what we buy, sell and transfer for your Account from the Investment Menu, which includes the major asset classes such as Australian and international shares, listed property, alternative assets, fixed interest and/or cash. You can choose from professionally managed investments (i.e., Managed Funds and Model Portfolios) or from our menu of "Self-directed Investments".

ONLINE ACCESS

You and your adviser can access your Account information and provide Account Instructions at any time via the Evolve Portal. The secure Evolve Portal allows you to view your Account details, monitor your investment performance and access a wide range of consolidated reports.

CONSOLIDATED REPORTING

Evolve Managed Accounts provides consolidated portfolio reporting including valuations, asset and sector allocation and performance analysis through the Evolve Portal. The Evolve Portal displays information on your Account as at the close of the previous Business Day.

TRANSPARENCY

Evolve Managed Accounts allows you to see each individual investment in your Account, as well as all fees, charges and taxes relating to your Account on an itemised basis, providing you with a clear understanding of the total costs of investing through the Evolve Managed Accounts.

CASH ACCOUNT

You have access to a Cash Account to which contributions, transactions and income are allocated. Cash in your Cash Account earns interest which means your cash is working for you at all times.

INDIRECT OWNERSHIP OF ASSETS

Your investments are held on your behalf and not in your name; however you retain the beneficial ownership of the investments at all times. The holding of the investments

removes many of the burdens associated with direct ownership. In particular, unless you request, you will not receive any direct communication from registries or companies including annual reports, dividend payments, corporate action notices, CHESS Holding Statements and contract notes. The Responsible Entity will receive and process these on your behalf and then report to you on how such communications were processed (see page 15 for details on reporting). Additionally, your privacy is protected as your name does not appear on public registers.

In respect of Model Portfolios the Responsible Entity will, in conjunction with the Investment Manager (where applicable), determine the best course of action for investors of the Evolve Managed Accounts as a whole regarding particular corporate actions such as takeovers, mergers and buybacks. What is best for investors as a whole may not be best for an individual investor. This is a risk inherent in being an investor in a managed investment scheme.

TAX REPORTING AND AUDIT

Evolve Managed Accounts is audited annually and your accountant and/or tax adviser may be assisted by the end of financial year tax summary of your Account for the preparation of your tax returns. The systems the Responsible Entity and Administrator relies on to deliver the Evolve Managed Accounts are also audited.

EFFECTIVE TAX MANAGEMENT

Individual tax processing of your Account helps you to benefit from your individual investment decisions. CGT is not payable on in specie transfers into or out of the Evolve Managed Accounts unless the owner of the security ceases to be the beneficial owner. Also, you can adopt the tax parcel accounting method to suit your personal circumstances, either the First In First Out (FIFO) method or Max Gain or Min Gain. Please also refer to page 16 for further details on tax.

PROFESSIONAL INVESTMENT MANAGEMENT

If you select one or more Model Portfolios or Managed Funds then those assets are professionally managed in line with the Mandate for the Model Portfolio or the stated investment strategy for the Managed Fund.

CUSTOMISATION OF CERTAIN MODEL PORTFOLIOS

Some Model Portfolios permit you to customise your holdings by, for example, allowing you to exclude certain securities, or to lock Model Portfolios from being transacted.

DYNAMIC TRADING STRATEGIES

Certain Model Portfolios permit you to overlay a dynamic trading strategy that is managed by the Responsible Entity. See the Investment Menu for more details.

WHAT IS RISK?

'Risk' can generally refer to the variability and volatility of an investment return and the likelihood of incurring a loss on your investment.

YOUR PERSONAL SITUATION

Before you apply to invest in the Evolve Managed Accounts, you should identify exactly what you want your investments to achieve and the level of risk you are willing to accept on the investment failing to perform in line with your expectations, or performing negatively over a period of time (the "risk"). This may depend on your personal situation and stage of life.

We strongly recommend that you obtain personal advice from your adviser as to the investments you select through the Evolve Managed Accounts, and also whether the Evolve Managed Accounts is suitable for your personal situation, needs and investment objectives.

SOME OF THE RISKS RELEVANT TO EVOLVE MANAGED ACCOUNTS

The following section outlines the risks of the Evolve Managed Accounts and of investing generally.

Each underlying investment option available via the Evolve Managed Accounts also has its own specific risks and these are also outlined below.

Importantly, as the Evolve Managed Accounts offers you the ability to choose your investments, the risks of investing and performance of your portfolio are highly dependent on the investments that you select.

GENERAL INVESTMENT RISKS AND INHERENT RISKS OF THE EVOLVE MANAGED ACCOUNTS

MARKET RISK	There is always a risk that any investment may fall as well as rise in value through the movement of investment markets as a whole. Market forces will impact the price of investments, and at their worst, market values of some assets may become zero if adverse market conditions are encountered.
TIMING RISK	Timing risk refers to the risk of price falls in markets shortly after the purchase of an investment or conversely the risk of price rises in markets shortly after investments are sold. Timing risk is relevant where we are buying and selling assets on your behalf, or your adviser or an Investment Manager (for a Model Portfolio) is advising us to do so; e.g., where there is a delay in communicating and executing decisions, or where the Responsible Entity delays trading to batch transactions together to prevent additional transaction costs to you. For example, if you provide instructions to us to purchase assets on your behalf, then we will execute that order as soon as practicable, however, there will always be some delay while we process your order and sometimes these delays can be outside our control. At worst, it is possible the delays could result in trading at a price different to what you may have expected and could result in a loss to you. Additionally, if you have requested we carry out more than one Account Instruction, then we may need to carry the instructions out consecutively rather than simultaneously which may increase the timing risk.
POLITICAL RISK	There is a risk that investments could be adversely impacted by political factors. These could include changes to domestic and international political parties, legislative changes (such as the treatment of taxation) or change in government policy.
VOLATILITY OF RETURNS	Risk is inherent in every investment decision and in general, the higher the risk associated with an investment, the higher the expected return on the investment. Investment returns may be volatile over time, and the possibility therefore exists for a member to lose money or be unable to recover their initial investment amount. The value of your Account will rise and fall in value. It is important for Investors to know that the future performance of any investment in the Evolve Managed Accounts is not guaranteed, including any return in the form of income.
SCHEME RISK	There is an inherent level of risk involved in investing in the Evolve Managed Accounts. This includes the risk of changes to the Constitution (e.g. altering fees, notice periods or withdrawal processes). If we increase fees then we will provide you with 30 days' notice. Other risks include Linear Asset Management Ltd being removed as the Responsible Entity or the Evolve Managed Accounts closing and being dissolved.

RISKS (CONTINUED)

GENERAL INVESTMENT RISKS AND INHERENT RISKS OF THE EVOLVE MANAGED ACCOUNTS	
STRUCTURAL RISK	<p>The fact that your investments are held indirectly through the Evolve Managed Accounts means that, compared with direct investments you hold in your own name, your ability to deal with your investment may be affected in the unlikely event of a breach of duty or insolvency on the part of the Responsible Entity or the custodian.</p> <p>The structure of the Evolve Managed Accounts also means that you rely on the Responsible Entity and the Administrator to ensure the accuracy and efficiency of our administration and computer systems. There is a risk that a failure in any of these systems will cause a delay in processing and reporting on your Account.</p> <p>Investors should also note that there is a risk that persons with access to your Account details may provide us with fraudulent or other unauthorised instructions; you should keep your Evolve Portal username and password secure.</p>
INVESTMENT MANAGER/FUND MANAGER RISK	<p>There are risks associated with investments in Model Portfolios and Managed Funds because a professional investment manager is involved. The manager may not achieve the benchmarks set and there is a risk that your investments may not perform as well as expected. Additionally, a manager may lose key people or manage risk poorly, may lose its licence to operate or become unable to perform its duties. There is also a risk their Mandates or strategies could be altered or closed.</p>
RESPONSIBLE ENTITY AND ADMINISTRATOR RISK	<p>There are risks associated with the reliance of Investors on the Responsible Entity and the Administrator. Operational risks may impact the capability of the Responsible Entity and Administrator interrupting the operation of Evolve Managed Accounts, or at worst, may mean they are unable to perform their roles. For example, if the Administrator does not have adequate human and technological resources or controls in place then it may not achieve the service levels provided in the administrator agreement. Additionally, Investors should note the Administrator is a related party to the Responsible Entity; see page 32 for further details.</p>
TECHNOLOGY RISK AND FRAUD	<p>There is a risk persons with access to your Account details may provide us with fraudulent or other unauthorised instructions; you should keep your Evolve Portal username and password secure. There is also risk associated with the reliance on technology systems and interfaces provided by external service providers.</p>
COUNTERPARTY RISK	<p>Counterparties can include brokers for exchange traded derivatives, structured investment counterparties, fixed income investment issuers and term deposit takers. There is a risk of loss to your investment due to the failure of a party involved in any transaction to meet their obligations.</p>
LEGAL AND REGULATORY	<p>Changes in laws or their interpretation, including taxation, corporations and financial services laws, may have a negative impact on your investment.</p>
LIMITED COOLING OFF RIGHTS	<p>If you wish to withdraw from the Evolve Managed Accounts then you can make a request within 14 days from the earlier of the day you receive confirmation of your initial application, and the end of the fifth day after the day your first investment is made through the Evolve Managed Accounts. The Responsible Entity must take reasonable steps to realise your investment and return your money or securities.</p> <p>However fees and other costs may apply and also the value of the investments may have changed meaning that you may receive an amount less than your Application Money.</p>

SPECIFIC INVESTMENT RISKS

LIQUIDITY RISK	<p>Liquidity risk is the risk incurred in possessing a financial product where it is difficult or impossible to realise or redeem the investment because of lack of demand. This risk can be higher for particular types of investments, such as small capitalisation shares, direct property, many alternative assets and some debt/credit instruments. Liquidity may also be limited in certain markets. Additionally, for some investments such as Managed Funds, redemptions may be suspended, delayed or altered at the level of the Managed Funds. This may impact the ability of a member of the Evolve Managed Accounts to exit/liquidate their underlying investment.</p> <p>Under the terms of the Constitution of the Evolve Managed Accounts the Responsible Entity is entitled to refuse to act on requests to redeem an investment in the Evolve Managed Accounts in certain situations.</p>
SECTOR RISK	<p>Sector risks include but are not limited to demand for the type of product or service a company produces or provides, commodity prices, the economic cycle of industry, shifts in consumer demands, lifestyle changes or advances in technology.</p>
CONCENTRATION RISK	<p>Concentration risk means that, should a particular asset class be adversely impacted, other highly correlated asset classes run a greater risk that they will also be affected. You have the flexibility to design your investments portfolio as you see fit, however, you should be aware of the risk of concentrating on similar or correlated asset classes (including through the use of Model Portfolios and Managed Funds) and seek specific advice on the level of concentration risk appropriate to your circumstances.</p>
EQUITY RISK	<p>Equity risk is the risk inherent in investing in listed equities (e.g. shares), where prices may be volatile due to stock market dynamics. Such dynamics may include company-specific issues (change in management, failure of a business venture, etc), economic conditions, regulatory changes or political influences. Shares issued by companies may fall in price (value) or at their worst, may lose all of their value. International shares may be affected by foreign exchange (currency) movements, different taxation treatments to those applied to Australian shares and political and regulatory risks/changes associated with overseas markets and countries.</p> <p>In a declining market, securities of smaller capitalisation companies may experience short-term price variation and may become less liquid (liquidity risk increases). Smaller companies are also likely to be more financially dependent upon a small number of key management personnel. This increases the risk of a company becoming insolvent if there are adverse developments, including failure of a product, loss of a large customer or changes in management.</p> <p>There may be other risks associated with the use of hybrids, convertible preference shares and other non-vanilla equities such as counterparty and settlement risk.</p>
FIXED INCOME RISK	<p>Fixed income investments are subject to default risk. This is where the credit issuer fails to meet interest payments or repay the principal of your capital or both. By investing in a fixed income investment there is a risk that if you terminate before the maturity date, you could be subject to costs or reduced interest. Also, where you invest in a fixed income investment via a third party (such as a Model Portfolio or Managed Fund) then you are subject to all the risks and conditions of that disclosure or offer document.</p>
INTEREST RATE RISK	<p>Investments may be subject to movements in domestic and international interest rates, which may affect the value of an investment and/or markets as a whole. For example, if interest rates rise, then this may have an adverse effect on the cost of a company's borrowings and fixed interest debt securities may also fall in value. Also, a company or Managed Fund may breach the financial obligations of their financier and be forced to liquidate and repay outstanding debt obligations.</p>
CURRENCY RISK	<p>Currency risk is sometimes called exchange rate risk. Currency risk is the risk inherent in investments made in foreign markets. Movements in the Australian dollar exchange rate can adversely impact the return on an investment denominated in foreign currency, and thus can generate a decline in value or a loss for such investments. Positive movements in exchange rates can also work in favour of investments exposed to currency risk.</p>
CREDIT RISK	<p>Credit risk is the risk that a third party to a credit transaction will not honour their obligations and may default on payments of interest and/or principal. In some instances, derivatives such as credit default swaps are used to mitigate such risk, however this may incur derivative risk (see below).</p>

SPECIFIC INVESTMENT RISKS

DERIVATIVE RISK	<p>A derivative is a financial instrument which has characteristics derived from an underlying asset or index. The use of derivatives attracts a higher level of risk than other investment classes. The risks include the failure of the value of derivatives to move in line with the underlying asset, a derivative position may be costly to reverse, the parties/counterparties associated with the derivative contract may not fulfill their obligations, and derivatives may be impacted by market liquidity. As derivatives are a leveraged investment, your potential losses and gains are multiplied in relation to movements in the price of the underlying assets.</p> <p>Derivatives, including put and call options can be used to protect against changes in market value of existing investments, to simulate an investment position without purchasing or selling the underlying asset, to partially or substantially manage against various risks such as credit and interest rate risks or to gear an investment or a portfolio. The information in the Investment Menu indicates which investment options use derivatives.</p>
OPTIONS RISK	<p>Options are a form a derivative and there are inherent risks associated with their use.</p> <p>When you purchase an option you have a known and quantifiable loss. If a purchased option expires and you have not exercised the option, then your loss is limited to the amount you paid for the option, often referred to as a “premium”.</p> <p>However, when you sell (or write) a call option covered against a security then you will receive the benefit of the premium, however you will be trading away any of the upside in the security above the strike price of the option. The risk is that the security may rise further than the strike price of the option and you will not benefit from the increase in value. You should consult your adviser about the suitability of options for your particular circumstances.</p>
DYNAMIC TRADING STRATEGIES RISK	<p>There are risks associated with the Dynamic Trading Strategies the Responsible Entity offers. For example, in relation to Capital Preservation, there may be higher transaction fees and possible tax consequences if the dynamic rebalancing of your investment results in a higher turnover of assets. There is also the risk the assumptions made by the Responsible Entity in applying its formula do not reflect the market conditions at the time you apply the Capital Preservation trading strategy.</p> <p>These risks are in addition to the risks associated with the Model Portfolios to which the trading strategy applies, including the asset and management risks. See the Investment Menu for specific details of the risks for each Dynamic Trading Strategy and Model Portfolio option.</p>
EMERGING MARKETS RISK	<p>An emerging market is a market of a developing country whose economy is typically still in its infancy. Often the regulatory and legal framework, as well as the political structure, in such markets can lack transparency and flexibility, thus creating increased risk for Investors. Changes to such frameworks and stability have the potential to adversely impact investments made in such markets.</p>

ESTABLISHING AN ACCOUNT

YOUR ACCOUNT

Your Account will be established and you will become an Investor in the Evolve Managed Accounts once we accept your complete Application. For an Application to be complete we must be in receipt of cleared Application Money (including any In-specie Transfers), correctly completed forms and required anti-money laundering information.

HOW TO APPLY

To apply for an Account in the Evolve Managed Accounts you need to do the following:

1. With assistance from your adviser, complete the online Application Form.
2. Print and sign the Application Form, including the declarations. Your adviser will also need to sign the Application Form.
3. Gather copies of AML/CTF identification documents in accordance with the AML/CTF Booklet.
4. You can arrange your payment of Application Money by any of the following (or a combination):
 - a. EFT
 - b. Direct debit
 - c. Cheque
 - d. In-specie Transfer
5. Send the original signed Application Forms, AML/CTF identification documents and payment (or payment instructions) to the address set out on the Application Form.
6. You can provide us instructions about the investments to purchase for your Account separately, after the Account is open, via the online Account Instruction form.

Further information about the details we require and instructions about how to complete the Application Form are set out on the Application Form itself.

MINIMUM INVESTMENT

The minimum investment in the Evolve Managed Accounts is \$25,000 unless otherwise permitted by the Responsible Entity. There may also be minimum initial investment amounts for some investment options, as set out in the Investment Menu.

APPLICATIONS MUST BE COMPLETE

An Application will only be processed when we have received the original documentation together with payment of the Application Money and/or an In-specie Transfer of securities, plus the relevant AML/CTF identification documentation. We reserve the right to refuse an application in whole or part at our discretion and if we do so then we will refund your Application Money within five Business Days.

APPLICATION MONEY

We will accept application money in cash (via electronic funds transfer or direct debit), cheque or by transfer of existing holdings of securities (in-specie transfer), or a combination of cash/cheque and In-specie Transfer:

EFT (direct credit)	You will be provided the account details for EFT when your Application Form is accepted.
Direct Debit	Complete and sign the Direct Debit Request section within the Application Form, to direct us to collect money from your nominated bank account.
Cheque	Please make cheques payable to: <i>"Linear Asset Management Ltd as responsible entity / investor name"</i> .
In -specie transfers	For In-specie Transfer of securities, we require appropriately signed transfer forms and details of the cost history of each parcel. Please see below for more details.

Application Money held before we establish your Account will be held by the Responsible Entity in accordance with the Corporations Act and you will not earn interest.

IN-SPECIE TRANSFERS IN

Your existing holdings of listed securities can be transferred into your investment in the Evolve Managed Accounts (at the time of Application or at a later time) as long as:

- The securities are beneficially owned by you (which may include those held in custody by other services);
- We receive appropriately signed transfer forms; and
- We receive the cost history of each transferred parcel.

If you instruct us to apply the securities being transferred in-specie into your Account to one or more Model Portfolios then we will attempt to do this. However, if any security does not form part of your selected Model Portfolio(s) then we will sell them.

Transaction fees may apply to in-specie transfers, as well as a transfer fee if your requested transfer relates to a Managed Fund not listed on the Investment Menu. Refer to the Fees and Other Costs section starting on page 18 for more details.

HOW DOES YOUR ACCOUNT WORK?

ROLE OF YOUR ADVISER

We believe it is important for you to obtain independent professional advice about your financial circumstances and needs and whether the Evolve Managed Accounts is a suitable investment for you. We therefore generally will not accept an application unless you have an adviser who is authorised by the Responsible Entity to distribute the Evolve Managed Accounts.

Your adviser is responsible for ensuring you receive all relevant documentation prior to placing a transaction and for keeping copies of your transaction instructions.

When you apply to become a member of the Evolve Managed Accounts you appoint your adviser as your agent and representative. You agree that your adviser is authorised to do certain things on your behalf, including:

- Instruct transactions on your Account by placing Account Instructions; and
- Receive information and reports on your behalf, to the extent permitted by law.

This authorisation continues until you provide written notice to rescind the authorisation.

The extent of the authority you provide your adviser is a matter between you and your adviser. It may be possible to provide your adviser broad powers over your Account in some circumstances. If you would like your adviser to have any level of discretion around the instructions the adviser provides to us about your Account then you should speak to your adviser about this arrangement.

Generally, we provide your adviser with all communications relating to your Account and access to make transactions on your behalf. We require you to complete a Representative Form (which is included in the Application Form) to authorise us to take instructions from your Representative in relation to your Account. Most Investors nominate their adviser as their Representative.

IF YOU CEASE TO HAVE AN ADVISER

If you cease to have an authorised adviser appointed, or if your adviser is no longer authorised to distribute the Evolve Managed Accounts then you may not be able to retain your Account in the Evolve Managed Accounts.

Should this occur, then the Responsible Entity will provide you three months' notice that action needs to be taken by you to seek a replacement authorised adviser, or your Account will be closed. If the notice period expires and you do not have an authorised adviser appointed, then the Responsible Entity will treat this as a withdrawal of your total Account balance. The assets in your Account will be sold, the proceeds transferred to your nominated bank account and your Account will be closed.

HOW DOES YOUR ACCOUNT WORK?

1. In conjunction with your adviser, you choose your investments from the Investment Menu in line with your risk and return objectives.
2. Once your application has been accepted then you and/or your adviser provide us with an Account Instruction to purchase investments.
3. You can review the performance of the investments in your Account (including your Cash Account) by reviewing the online reports available via the Evolve Portal.
4. You are able to change the investment allocation of your investments in line with your changing circumstance by providing the Responsible Entity with an online Account Instruction.
5. You are provided with a segregated Cash Account from which any fees and charges are deducted, transactions are settled, and any dividends/distributions and bank interest credited. Each Account must maintain a target cash holding of 2% and a minimum of 1% of the total value of your Account at all times (this is in addition to cash holdings which may be required by certain investment options, i.e., Model Portfolios).
6. You and your adviser can review at any time various reports such as valuations, asset and sector allocation and performance analysis through the Evolve Portal. Additionally, you are provided with an annual tax summary to assist you with your tax planning.

Once you are accepted as an Investor in the Evolve Managed Accounts then you can begin transacting on your Account. You will be given a secure username and login to use the Evolve Portal. You or your Representative can then provide us with your Account Instructions. Ask your adviser for assistance.

Please be aware that transacting on your Account will attract fees and other costs. See the Fees and Other Costs section on page 18 for further details.

CHOOSING YOUR INVESTMENTS

A comprehensive range of investment solutions is available via the Evolve Managed Accounts. The complete Investment Menu from which you can choose is available at www.tmscapital.com.au or via the Evolve Portal, once you become an Investor. You should seek personal advice from your adviser to determine which investment option(s) to invest in.

ACCOUNT INSTRUCTIONS

Account Instructions can only be provided to us online by using the Evolve Portal. You or your Representative acting on your behalf must login to the Evolve Portal and follow the instructions.

We generally process Account Instructions on the next Business Day after we receive them, however, there may be times when this is not achievable. Also, you should note that under the Constitution we are not bound to process instructions by any particular time.

We may, in exceptional circumstances, accept instructions provided in writing to us either by post or via fax (contact us for relevant forms), however generally the Evolve Managed Accounts is a fully online product. There are terms and conditions relating to online instructions to which you agree when you make an application; these are set out on page 34 of this PDS.

CASH ACCOUNT AND TIMING OF ACCOUNT INSTRUCTIONS

To allow adequate processing time and to meet deadlines set by the custodian and the Administrator, your Cash Account may be debited in advance of the due date required by the underlying investment to which your Account Instructions relate. No interest will be payable by Responsible Entity or the custodian for the funds debited during this time period.

MAKING ADDITIONAL INVESTMENTS

You can make additional investments at any time by—

- electronically transferring cash;
- arranging a direct debit;
- cheque;
- In-Specie Transfers In (see page 10); and
- establishing a Regular Contribution Plan or a Regular Savings Plan.

IMPORTANT – You **must** accompany your additional investment with an online Account Instruction as soon as possible. Unless you advise us via a specific Account Instruction then we will invest your additional investment in your Cash Account.

Before making an additional investment you should refer to the website for any updates to this PDS (including a supplementary or replacement PDS) via the Evolve Portal or at www.tmscapital.com.au.

If you invest through the Evolve Managed Accounts in Managed Funds or other investment options which have their own disclosure document then you should also check whether the issuers of those investment options have issued updated disclosure.

YOUR OWN SAVINGS PLAN

You may instruct your financial institution to pay an agreed amount into your Account on a regular basis ("Your Own Savings Plan"). You can choose the amount, frequency and timing of these payments. We will provide you with the bank account details to direct your regular savings plan payments once your Account is opened.

IMPORTANT – You **must** provide us with an online Account Instruction to invest the cash that accrues via Your Own Savings Plan, or the additional amounts will remain invested in your Cash Account.

REGULAR CONTRIBUTION PLAN

You may choose to set up a Regular Contribution Plan to authorise us to debit an agreed amount from your bank account each month for investment into your Account. This must be at least \$100 per month and will be debited on the 15th of each month or the next Business Day.

If you wish to participate in a Regular Contribution Plan, then you will need to complete a Direct Debit Request Form and provide instructions to us on the Application Form. Please note you cannot arrange a direct debit from a third party account. If you wish to set up a Regular Contribution Plan at a later time then you must provide an online Account Instruction which includes instructions about how to apply any regular contributions.

All online Account Instructions in relation to Regular Contribution Plans must be accompanied by a signature of the accountholder. We will not accept instructions from your Representative to set up a Regular Contribution Plan.

If you wish to change your financial instruction, then you must complete and lodge a new Direct Debit Request Form. We will not charge you a fee if you stop, change or reduce your Regular Contribution Plan at any time, but we require at least two Business Days' notice to effect such a change.

IMPORTANT—You must provide us with an online Account Instruction to invest the cash that accrues via a Regular Contribution Plan, or the additional amounts will remain invested in your Cash Account.

TRANSACTING (CONTINUED)

RECEIVING INCOME, DIVIDENDS OR DISTRIBUTIONS

All income from dividends and distributions will be received as cash and paid into the Cash Account (i.e., dividends/distributions will not be reinvested back into the asset which generated the dividend/distribution).

If a Model Portfolio generated the income then the income will be taken as cash and that cash will be paid into the relevant Model Portfolio that holds the security from which the dividend was received.

WITHDRAWING ALL OR PART OF YOUR INVESTMENT

You can generally request a withdrawal from your Account at any time by providing an online Account Instruction via the Evolve Portal.

Payment to you can be made in the following ways (see below for further details on each option):

- a cash withdrawal as a direct deposit to your nominated bank account or financial institution;
- an In-specie Transfer; or
- a combination of an In-specie Transfer and cash/direct deposit.

We will act on any online Account Instruction that appears to have come from you. If you give us a withdrawal instruction, then you must seek our approval before revoking the instruction.

We will endeavour to comply with your Account Instruction request to withdraw promptly, subject to our ability to do so. Please be aware that the Constitution allows a period of 30 days for the Responsible Entity to act on a withdrawal request, and in some circumstances a longer period may apply.

Upon receiving an instruction to withdraw your total Account balance, we will deem your investment to have been terminated and unless you have advised us otherwise, and we agree, your Account will be closed.

WITHDRAWING CASH

If you would like to withdraw cash from your Cash Account then you must provide us with an online Account Instruction. You must nominate a bank account into which all cash withdrawals are to be paid.

NOTE – We will **not** accept a variation instruction regarding your nominated bank account from your Representative (i.e., all online Account Instructions in relation to changing your nominated bank account must be accompanied by a signature of the Investor and accountholder).

If we deem it is necessary to sell investments in order to satisfy your request to withdraw cash, then—

- Unless you instruct us otherwise, we will sell investments proportionately across your Account.

- The amount you will receive will be the price at which the investments are actually sold, net of all fees, charges and expenses, including brokerage and other transaction costs.
- The proceeds will generally be available within 24 hours of settlement of the sale of the investments. We anticipate that settlement will occur within four Business Days. Longer periods may apply, for example, in the case of the ex-distribution period of a Managed Fund.

We will generally commence selling the investments on the next Business Day following our receipt of your online Account Instruction, however, there may be delays in selling assets due to factors beyond our control, such as market conditions and the liquidity of the investments. See the risks section on page 6 for further details.

The cash from selling your securities will accumulate in your Cash Account until the full amount is available to be transferred into your nominated bank account. Please note that fees may apply to this cash balance whilst it remains in your Account.

IN-SPECIE TRANSFERS OUT

If you no longer wish to hold your investments through the Evolve Managed Accounts, then you may be able to transfer them out by requesting an In-specie Transfer, and hold them directly in your own name or through another structure or service.

You must provide an online Account Instruction, which will include completing the relevant transfer form, indicating the name and number of securities to be transferred and the account number they are to be transferred into.

Please note that a change in ownership (such as a transfer to a self-managed superannuation fund) will require the completion of an Australian Standard Transfer Form and may be a CGT event. Fees and costs may also apply (see the Fees and Other Costs section commencing on page 18 for details).

REGULAR WITHDRAWING

You may request regular payments from your Account to be paid to a nominated bank account. This may be:

- a fixed amount every month; or
- a monthly payment of any dividend or distribution income that has been received into your Account over the preceding month.

Regular withdrawal payments will be automatically credited to your nominated bank account as cleared funds on the 15th day of each month (or the nearest earlier Business Day).

If you choose a regular payment from your Account then we will pay monthly payments from your Cash Account.

IMPORTANT – If there is insufficient cash in your Cash Account, then your fixed amount income stream will NOT be paid. You will need to provide us an instruction to sell

investments in your Account to cover the withdrawals and to restore a cash component. This will result in an overall reduction in the value of your investment and there may be taxation consequences to you as a result of selling your investments in this way.

For those Investors who elect to receive a monthly payment of any dividend or distribution income generated by their Account, then the total value of dividends and distributions received in the preceding month will be paid. It is important to note that the value of this income stream will vary from month to month in line with dividend and distribution payments and there may be some months in which no dividends or distributions are received into the Account (and therefore there will be no monthly payment to you). Also, you should note receipt of dividends or income by an Investor would ordinarily be subject to tax in the investor's hands.

To request, vary or cancel a regular payment please provide us with an Account Instruction through the Evolve Portal. Please note the request needs to be received by our office at least four Business Days before the due date of the next income payment to change that payment.

While Account Instructions about regular withdrawals may be provided online they must be accompanied by the signature of the Investor/accountholder. **IMPORTANT** – We will not accept Account Instructions from your Representative to change the details about how withdrawal proceeds are paid to you.

WHEN WE WILL NOT PROCESS WITHDRAWALS

We may suspend withdrawals during periods in which there is closure or disruption of a relevant stock exchange or if other unusual circumstances outside of our control persist. Notification of events such as this will be placed on the Evolve Portal and at the website www.tmscapital.com.au.

Additionally, your right to withdraw from a particular underlying investment may not be available if the relevant PDS or disclosure document becomes defective. Because the custodian is the registered owner (i.e., you are investing indirectly), the product issuer of the defective product is not required to return the investment to you or provide you with other options such as notification of an option to withdraw under section 724 (for disclosure documents) or section 1016E (for PDSs) of the Corporations Act.

Withdrawal rights may also be affected where redemptions are offered on a scaled-back basis, for example, where the investment is 'illiquid'. As your investments may be pooled with other investors, the amount you could be entitled to may be distributed pro-rata with the other investors resulting in an amount less than would be the case if the investment was held individually.

In some circumstances Managed Funds may be frozen, meaning that the Fund Manager cannot or will not process withdrawals and therefore we also cannot process your withdrawal request from the Evolve Managed Accounts.

Additionally, Investors should note the Constitution does not require us to act on your withdrawal request if it would mean your Account falls below a minimum balance that we prescribe, or we could treat the request as applying to all assets or a class of asset you hold. Currently we do not impose a minimum balance requirement. We will provide you with 30 days' notice if we choose to impose this requirement in the future.

REPORTING

You can access consolidated portfolio reporting for your Account via the Evolve Portal once your Account has been opened.

We will only accept Applications from Investors who agree to receive their reports electronically. See details about our online terms and conditions on page 36 of this PDS.

ACCOUNT INFORMATION

You can view your Account, its value and composition via the Evolve Portal. Each Investor's Account is accounted for separately.

The following information about your Account is available through your secure Evolve Portal login:

- your Account details including a list of the investments in your Account;
- the performance of your Account over varying periods;
- valuations of your Account, updated daily;
- a list of your Cash Account transactions;
- any investment purchases and sales made on your behalf;
- details of distributions and dividends paid;
- any brokerage charged to your Account;
- any transaction fees charged; and
- any fees, costs and other charges deducted from your Account, which include the costs of investing in the Evolve Managed Accounts and the costs of the investment options you select.

The cash balance, the current aggregated value of your Account and the value of the underlying investment positions will be updated on a daily basis as at the close of the previous Business Day.

Investors should note that when we are buying and selling assets for you, you will not be able to see the exact composition of your Account until these transactions have been finalised. There may be times when the delay is for a longer period at the Responsible Entity's or the Investment Managers' discretion (if relevant).

CONFIRMING TRANSACTIONS

Depending on the type of security being transacted there may be no specific transaction confirmations other than as provided to you via the Evolve Portal.

All communications with you and your adviser are electronic via the Evolve Portal. If you cannot access the Evolve Portal, temporarily or on an ongoing basis, then please contact us or your adviser.

ONLINE TAX REPORTS VIA THE EVOLVE PORTAL

You can view, at any time, tax reports such as an income summary, GST reporting, fees, and a realized capital gains tax summary from the Evolve Portal, to assist you with your tax planning.

ANNUAL TAX REPORT

A comprehensive Annual Tax Report for your Account is published on the Evolve Portal between August and October each year. This report provides important information for you and your accountants to assist with completion of your tax return and any other financial reporting requirements you may have. In this report you will find information regarding income, capital gains events, contribution and withdrawal transactions, detailed cash book and a reconciliation of movements from one year to the next. These reports are designed to report transactions and positions, and if relevant to your Account, report across multiple currencies in Australian dollars.

ANNUAL ACCOUNT INFORMATION

Investors are able to access annual account information about their Account's performance and investment returns and transactions up to 30 June of each financial year.

Your statement will only be accessible via the Evolve Portal, generally within three months of the end of each financial year (i.e., in electronic form). All correspondence relating to the Evolve Managed Accounts is electronic. Please contact your adviser if you require a paper copy.

AUDIT REPORTS

Each year, we will obtain an independent auditor's report on the accounting systems and controls applied to the Evolve Managed Accounts that supports the accuracy of the information in your annual transaction and valuation statements. A copy of this report will be made available via the Evolve Portal within three months of the financial year-end.

You will also receive an annual audit report of the Evolve Managed Accounts. This will be available through the Evolve Portal and on our website within three months of the financial year-end.

COMMUNICATIONS IN RELATION TO YOUR UNDERLYING INVESTMENT

As the investments in your Account are held in the custodian's name, we receive notices about corporate actions and other communications that relate to your investments. We provide a summary of these communications to your adviser, however, we generally do not provide you with a copy.

If you would like copies of these communications, then please contact us on 1300 669 891. We are entitled under the Constitution to charge a fee for this service but we currently waive that fee (see Fees and Other Costs section for more information).

The following taxation information in this PDS is intended as a guide only and should not be relied upon by you as specific taxation advice. The information is based on the Responsible Entity's understanding of the current Australian tax law and how it relates to Australian resident investors. You should be aware that laws and interpretations may change from time to time.

You are advised to seek your own independent professional tax advice in relation to an investment in the Evolve Managed Accounts, as taxation treatments may differ according to individual circumstances.

TAXATION OF THE EVOLVE MANAGED ACCOUNTS

You are the beneficial owner of all of the assets in your Account. Therefore the Evolve Managed Accounts itself does not pay tax.

Further, you have an interest in the assets held through Evolve Managed Accounts which cannot be defeated or terminated. Any income or gain attributable to assets (e.g. securities) in your Account is deemed as having accrued directly to you.

TAX ON INCOME

Any income derived from your Account (e.g. dividends, interest, gains on the disposal of investments) is taxable. However, you may be able to offset part or all of any resulting tax liability if you receive tax credits (e.g. franking credits, withholding tax credits or foreign tax credits).

Please note that your holding of the underlying securities which generated any franking credits will affect your entitlement to use such credits to obtain a tax refund or offset tax. The general rule is that you are only entitled to the credit if you have held the securities in question at risk for more than 90 days for preference securities and more than 45 days for ordinary securities.

You should seek your own independent professional tax advice, because there may be specific operation of the tax law or relevant exemptions. Through our online tax reporting, you can see the approximate tax credits generated by your Account.

TAX ON CAPITAL GAINS

Disposal of investments in your Account may arise from your decision to make a withdrawal or switch between Model Portfolios or simply investment decisions made by an Investment Manager. These disposals may lead to a taxable gain or loss under the CGT provisions of the Income Tax Assessment Act.

A benefit of the Evolve Managed Accounts is that if you invest in Model Portfolios and if you reconstruct your Account by switching between Model Portfolios, the movement of securities between Model Portfolios should not result in a disposal for CGT purposes. This is because there will be no sale or disposal of a security in your Account, where a security

was held in your old Model Portfolio and is held in your new Model Portfolio, to the extent that the holdings are the same.

Where a disposal occurs, CGT is imposed on the sale proceeds less the cost base of the asset. You may be entitled to a CGT discount where you have held the asset disposed of for more than 12 months.

A feature of the Evolve Managed Accounts is that you can transfer existing holdings of securities into your Account and maintain your existing cost base, provided we have been supplied with the cost history for the securities. The Evolve Managed Accounts also offers a choice of tax parcel accounting methods to suit your own circumstances. Holdings will not be accepted for transfer in without a cost history.

Any capital loss that may arise from a disposal (within or outside the Evolve Managed Accounts) may be able to offset against capital gains, but not other income, arising in that year or subsequent years. The reason for this is because gains and losses are not quarantined or isolated within your Account, but consolidated and included in your overall tax position.

In certain circumstances, you may not be subject to CGT. Instead, gains and losses on the disposal of investments may be included in your tax return as income taxed on revenue account. For example, when you are in the business of trading securities, gains and losses are taxed on revenue account. You are advised to seek independent professional tax advice in this regard.

TAX REPORTING

Each Account will receive a separate unique tax report containing the income tax assessable amounts, deductible expenses, and a summary of realised capital gains (showing both those eligible for a discount and those ineligible for a discount), and realised losses for the financial year. This information is relevant for the preparation of your tax return for that financial year. The Evolve Managed Accounts' independent auditor audits the accounting system and the controls applied to produce that summary. The audit report is provided with the taxation summary report each year.

The taxation summary report is prepared on the assumption that underlying Investors are passive investors for tax purposes and realised investments are subject to tax under the CGT regime (including exempt Investors) rather than as traders.

TAXATION OF OPTIONS

When an option position is closed it gives rise to either assessable income or a realised capital gain or loss, depending on your original purpose of entering into the option contract. Generally, the majority of traded options have a life of less than 12 months. Where gains are subject to CGT and the option is held for less than 12 months they are not usually eligible for the general CGT discount. If you intend to enter into option contracts through your Account it is strongly recommended you seek independent professional taxation and financial advice.

FOREIGN INVESTMENTS

Generally speaking, foreign income (e.g. foreign dividends, interest, distributions and capital gains) is taxable in Australia with a foreign tax credit available, being withholding tax paid (if any) in the country from which the income is derived, up to a maximum of \$1,000 or the Australian tax on your foreign income. Foreign income attribution rules (i.e., Australia's Foreign Investment Fund provisions) may apply to those who invest in certain foreign entities. You are advised to seek independent professional tax advice in this regard as whether or not these rules apply will depend on your particular circumstances.

PROVIDING YOUR TAX FILE NUMBER (TFN)

You are not obliged to quote your TFN, Australian Business Number (ABN), or TFN exemption code in the Application Form. However, if you do not provide this information, then the Responsible Entity is obliged by Australian tax law requirements to deduct tax from any income received on your behalf at the highest marginal rate plus the Medicare levy.

GOODS AND SERVICES TAX (GST)

GST will be charged on, or incorporated into, various expenses paid by the Evolve Managed Accounts, including the fees charged for managing the Model Portfolios and administering the Evolve Managed Accounts. All fees quoted in this PDS are inclusive of GST. GST registered eligible investors may be able to claim back part or all of the GST paid.

TAX MANAGEMENT

Tax Parcel Management

You can manage your tax affairs by identifying and selecting individual parcels of shares (tax parcels) to sell in conjunction with your adviser.

Evolve Managed Accounts allows you to communicate which holding you wish to sell with knowledge of the taxation outcome in advance. Such transactions are undertaken by the Administrator of the Evolve Managed Accounts and are carried out independently of the Investment Manager.

Any such transactions are undertaken in accordance with ASX trading rules.

You can, at any time, elect to change your nominated automatic tax parcel selection method, this includes applying FIFO, Min Gain or Max Gain. Please consult your adviser for further information. Please note: all taxation management instructions must be communicated to the Administrator by you or your Representative.

Locking Holdings

It is possible to specifically "lock" a Model Portfolio so that no alterations can be made to that Model Portfolio. The "lock" instruction is communicated to the Responsible Entity and will remain in force until you instruct the Responsible Entity to remove it.

Please note, however, that locking is not permitted on Model Portfolios that have a Dynamic Trading Strategy applied to them. If you apply a Dynamic Trading Strategy to a locked Model Portfolio then the lock will be removed. Locking a Model Portfolio could affect the performance of your investment in the Model Portfolio. Locking forms part of customising a Model Portfolio, and you should check the Investment Menu as to whether your selected Model Portfolio(s) allow this.

Model Portfolio Tax Awareness

Investors of Model Portfolios should also note that the tax position of individual Investors is not taken into account by the Investment Manager when making investment decisions within their Mandate (e.g., realising gains within a certain timeframe or keeping turnover low).

Your adviser may be able to assist you to manage your tax affairs, achieving your most optimal after-tax outcome by customising your Model Portfolio(s). Please consult your adviser for more information.

DID YOU KNOW?

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

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

TO FIND OUT MORE

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

FEES AND COSTS

This PDS shows fees and other costs that you may be charged. Under the Constitution these fees are payable to the Responsible Entity and you should be aware there may be other costs or expenses you pay for the particular investment options you select. These fees and costs may be deducted from your money, from the returns on your investment or from the Evolve Managed Accounts assets as a whole. Taxes are set out in another part of this PDS (see page 16).

You should read all of the information about fees and costs because it is important that you understand their impact on your investment. Fees and costs for particular investment options are set out in the Investment Menu available on the website at www.tmscapital.com.au or via the Evolve Portal. All fees are quoted inclusive of GST.

TYPE OF FEE OR COST	AMOUNT (INCL GST)	HOW AND WHEN PAID
Fees when your money moves in or out of the Evolve Managed Accounts		
Establishment Fee The fee to open your investment.	Nil	Not Applicable
Contribution Fee The fee on the initial amount contributed to your investment.	Nil	Not Applicable
Withdrawal Fee¹ The fee on each amount you take out of your investment.	Nil	Not Applicable
Termination Fee² The fee to close your investment.	Nil	Not Applicable

FEES AND OTHER COSTS (CONTINUED)

TYPE OF FEE OR COST	AMOUNT (INCL GST)	HOW AND WHEN PAID
Management Costs: The fees and costs for managing your investment.		
Administration Fee³ The fee for operating your Account in the Evolve Managed Accounts which is payable to the Responsible Entity.	The amount of the administration fee charged to your Account depends on the investments you hold. We calculate the fee by breaking down your Account balance each day into investment types and then applying the following rates. We calculate the amounts on the following scale (on a per annum basis) and add the amounts together to provide the total administration fee for your Account:	
	Value of asset type held	ASX Securities, Managed Funds Listed International Securities, Derivatives, Fixed Income Securities and Others Cash and Term Deposits
	\$0-\$500,000	0.33% 0.44% Nil
	500,001-\$1,000,000	0.165% 0.22%
	\$1,000,000 - \$2,000,000	0.11% 0.11%
	>\$2,000,000	0.055% 0.055%
Investment Fee⁴ The amount you pay for investing in a professionally managed investment option to the Responsible Entity. The Responsible Entity pays the investment manager. Fund Managers may also charge fees in respect of Managed Funds.	Each investment option which is professionally managed has its own investment fee structure which may range from nil to 1.65% per annum of net asset value of the assets in the relevant investment option.	
	Investment type	Investment fee (including GST)
	Model Portfolios	See the Investment Menu for details of each model portfolio's fee
	Dynamic Trading Strategy	0.44% of the investment amount which is subject to the Dynamic Trading Strategy, in addition to any Investment Fee for the Model Portfolio stated in the Investment Menu
	Managed Funds	See the PDS for the Managed Fund for details of investment fees (there are no fees payable to the Responsible Entity directly)
	Other type of Self-directed Investments	Nil
		Model Portfolios and Dynamic Trading Strategy - Deducted from your Account monthly in arrears and paid to the Investment Manager, calculated based on the average daily market value of the assets in the Model Portfolio(s) during the month. The Responsible Entity is the manager of the Dynamic Trading Strategies and may also be the Investment Manager of some Model Portfolios. Managed Funds - There are no fees payable to the Responsible Entity directly. The responsible entity of the Managed Fund calculates and deducts its fee as described in the relevant PDS (which may be factored into the unit price but you should check the relevant PDS for details).

TYPE OF FEE OR COST	AMOUNT (INCL GST)				HOW AND WHEN PAID
Transaction Fees⁵ The amount you pay to the Responsible Entity for processing transactions. There may also be costs you pay associated with transactions.	Asset type	Transaction Fee (including GST)	Minimum Fee		Deducted from your Account and paid to the Responsible Entity at the time of the transaction when you make a purchase via your Account, or if you are selling then the fee is deducted from the proceeds of sale. Transaction Fees are not payable if an In-Specie Transfer Fee applies. Note that other costs may apply in addition to the Responsible Entity's fee (such as adviser service fees you direct us to pay on your behalf).
			Models	Self Directed	
	ASX Securities	0.11% of transaction value with a minimum	\$3.30	\$22.00	
	Managed Funds	Per transaction	\$5.50	\$27.50	
	Listed International Securities	0.22% with a min of transaction value with a minimum	\$5.50	\$35 plus expense recovery, set out in International Securities Custody and Settlements Costs Table	
	Other (e.g. Fixed Income Securities)	0.11% of transaction value with a min	\$22.00	\$35.00	
	Brokerage	Additional Brokerage of up to approximately 1.1% may be charged to your Account where you agree with your adviser to execute transaction through a third party broker and direct the amount of brokerage is paid to the third party broker.			
In-Specie Transfer Fees The amount you pay for transferring existing investments in managed funds in to your Account.	\$33 per transfer per Managed Fund				If you request an in-specie transfer into your Account of an existing investment in a managed fund, then this amount is deducted from your Account at the time of the transaction.
Service Fees⁶					
Investment Switching Fee⁷ The fee for changing investment options.	Nil				Not applicable

1. See heading "Transaction Fees" in the "Additional Explanation of Fees and Costs" section as a transaction fee may apply.
2. No termination fee is payable, however any fees and costs accrued but not yet paid would be deducted from your Account prior to the investments in your Account being transferred out. Also, transaction fees or expenses may be payable on the sale of any assets.
3. See the "Additional Explanation of Fees and Costs" section for further details.
4. Refer to "Investment Fees" in the "Additional Explanation of Fees and Costs" section for more details.
5. See heading "Transaction Fees" in the "Additional Explanation of Fees and Costs" section for further details.
6. Adviser Service Fees are the amount you authorise us and direct us to pay on your behalf to the AFSL holder that authorises your adviser. Adviser Service Fees may be paid at the time of transactions on your Account, or as a regular payment on an ongoing basis. Refer to "Adviser Service Fees" in the "Additional Explanation of Fees and Costs" section for more details or contact your adviser.
7. Transaction Fees may apply if you buy and sell investments. See heading "Transaction Fees" for more details.

FEES AND OTHER COSTS (CONTINUED)

ADDITIONAL EXPLANATION OF FEES AND COSTS

The total fees and charges you will pay will include the costs of investing through the Evolve Managed Accounts plus any amounts relating to your chosen investment option. It is important you understand there may be fees or costs relating to the investments you choose, and that those fees or costs are in addition to the fees charged by the Responsible Entity for Evolve Managed Accounts. There may also be transaction and account costs incurred on your behalf which are recovered from your Account.

Please refer to the Investment Menu for details about the fees and costs associated with each investment option.

All fees and costs outlined in this section are inclusive of GST unless otherwise specified.

ADMINISTRATION FEE

The administration fee is charged by the Responsible Entity to cover the costs of administering the Evolve Managed Accounts.

The amount of the administration fee charged to your Account depends on the investments you hold in your Account. We calculate the fee by breaking down your Account balance each day into investment types and then applying the rates set out in the fees and costs table which starts on page 18. We add the amounts together to provide the total administration fee to be charged to your Account. If you have more than one Account then please note family grouping does not apply.

The administration fee accrues on a daily basis and is payable monthly. The fee is deducted from your Account monthly in arrears (following the end of the calendar month) and paid to the Responsible Entity.

An example of how the Administration Fees are calculated is below:

Asset type	Balance of asset type	Fee rate (incl GST)	Fee (\$ pa incl GST)
ASX Listed Securities	\$50,000	0.33%	\$165.00
Managed Funds	\$50,000	0.33%	\$165.00
Listed International Securities	\$50,000	0.44%	\$220.00
Fixed Income Securities	\$50,000	0.44%	\$220.00
Domestic Cash	\$50,000	Nil	\$0.00
Domestic Term Deposits	\$50,000	Nil	\$0.00
Model Portfolio (which holds ASX Listed Securities and/or Fixed Income Securities)	\$50,000	0.33%	\$165.00
Model Portfolio (which holds Listed International Securities)	\$50,000	0.44%	\$220.00
TOTAL:	\$400,000.00		\$1,155.00

In the example, \$50,000 is invested in each of the asset types as set out in the table (i.e., a total investment of \$400,000.00), and the total annual Administration Fee is \$1,155.00 GST inclusive (note the fee is calculated daily but this example assumes the value of the investment does not change during the year).

TRANSFER FEES FOR MANAGED FUND TRANSFERS IN

If, as part of your Application Money or a further contribution to your Account, you request a transfer of an existing investment you hold in a Managed Fund into your Account, then the Responsible Entity will charge a fee of \$33 per transfer per Managed Fund. We deduct this amount from your Account at the time of the transfer.

There is no transfer fee for an in-specie transfer out of your Account. Also, if you pay a transfer fee then you are not subject to transaction fees, as described below.

TRANSACTION FEES

Generally, transactions on your Account through Model Portfolios or as Self-directed Investments attract a transaction fee payable to the Responsible Entity. Additionally, in some circumstances, you may pay other expenses associated with the transaction, such as domestic and international brokerage. These are generally charged on a user-pays basis.

We add the Responsible Entity's transaction fee and, if applicable, any other expenses on to the amount we apply to settle a purchase (and therefore deduct it from your Cash Account) or deduct it from the proceeds of sale.

You may also pay an Adviser Service Fee on transactions if you agree this with your adviser (see 'Adviser Service Fees', below).

The fees and expenses differ depending on whether your investment is via a Model Portfolio or is a Self-directed Investment.

Model Portfolios

If you invest in Model Portfolios, then we will follow the instructions of the Investment Managers to buy and sell securities on your behalf. The Responsible Entity's fees for transactions where the assets form part of a Model Portfolio are set out in the Fees and Other Costs table (which starts on page 18).

Note that, in some circumstances the Responsible Entity may need to delay trading for Model Portfolios in order to batch transactions together to prevent additional transaction costs to you above the stated Responsible Entity fees. This may result in timing risk.

Worked examples of transactions of \$50,000 for investments held via a Model Portfolio are as follows:

Model Portfolio investment of \$50,000	Responsible Entity's fee	Total
ASX Listed Securities	0.11% of the transaction amount with a minimum fee* of \$3.30	\$55.00
Managed Funds	\$5.50	\$5.50
Listed International Securities	0.22% of the transaction amount with a minimum fee* of \$5.50	\$110.00
Any other asset type (including Exchange Traded Options)	0.11% of the transaction amount with a minimum fee* of \$22.00	\$5.50

Self-directed Investments

If you provide online Account Instructions to buy or sell securities as Self-directed Investments, then the Responsible Entity charges the minimum transaction fees set out in the following column.

Also, there may be expenses per transaction that are passed on to you on a user-pays basis. For example, you may pay brokerage on transactions of ASX securities which will depend on the rate that the third party broker charges your Account. Additional expense recoveries on transactions of Listed International Securities is set out in the 'International Securities Custody and Settlements Costs Table' available in the Investment Menu. Worked examples of transactions of \$20,000 for Self-directed Investments are as follows:

Self-directed Investment of \$20,000	Responsible Entity's fee	Brokerage Expenses (est.)	Total
ASX Listed Securities	\$22.00	Up to 1.1% (i.e. up to \$220)	\$242
Managed Funds	\$27.50	n/a	\$27.50
Listed International Securities	\$44.00	Up to 1.1% plus expense recoveries (i.e. up to \$220 brokerage plus, for example, \$45 for purchase on the Swiss market)	\$309
Any other	\$35.00*	n/a	\$35.00

INVESTMENT FEES

Where you have selected a Model Portfolio or Managed Fund, the Investment Manager or Fund Manager will apply their own fee structure to the Model Portfolio or Managed Fund they manage.

Please refer to the Investment Menu for specific details about the fees and costs associated with each type of investment. Briefly, the investment fees are as follows:

- Managed Funds** - The investment fee will be calculated and deducted as described in the relevant PDS. The deduction of the fee will generally be reflected in the unit price for the fund. Please refer to the PDS of the relevant Managed Fund for more detail.
- Model Portfolios** - For Model Portfolios, the fee is generally deducted monthly in arrears and is calculated daily based on the aggregate value of the funds invested in the Model Portfolio. The fee is not linked to the performance of the Model Portfolio. These are costs associated with the underlying investment option you choose and are deducted from your Account.

If your Model Portfolio includes Managed Funds or Exchange Traded Funds the investment fee charged by the Fund Manager of the Managed Fund or Exchange Traded Fund will be in addition to the investment fee charged by the Model Portfolio's Investment Manager. Please refer to the Investment Menu for details of each Model Portfolio's investment fee.

FEES AND OTHER COSTS (CONTINUED)

3. Dynamic Trading Strategies - If you request a Dynamic Trading Strategy, such as Capital Preservation, to be applied to your Model Portfolio then the Responsible Entity will charge a fee of up to 0.44% per annum (inclusive of GST) of the total amount to which Capital Preservation applies. This fee is calculated daily and charged monthly in arrears. For example, if the amount to which Capital Preservation applied were \$50,000 (i.e., the value of the assets and cash in the Model Portfolio) then the fee charged would be \$220 per annum.

If you request Dynamic Trading Strategies then you will also pay the investment management fee and performance fee charged by the Investment Manager in respect of the Model Portfolio. There will also be transaction fees that result from the constant rebalancing of your investment.

PERFORMANCE FEES

Some investments accessible through the Evolve Managed Accounts may attract a performance fee. This is not a fee payable to the Responsible Entity, but we arrange the fee to be deducted from your Account and paid to the Investment Manager or Fund Manager as applicable. For example:

- 1. Model Portfolios**—Details about which Model Portfolios attract a performance fee are set out in the Investment Menu. Also, see below for further details and a worked example.
- 2. Managed Funds**—If a performance fee is charged, then it will be calculated and deducted as described in the relevant PDS. The deduction of the fee will generally be reflected in the unit price for the fund. Please refer to the PDS of the relevant fund for more detail.

Worked example of Performance Fee for Model Portfolio
Model Portfolio performance fees are calculated after the deduction of any applicable investment fees and before any administration fees or adviser service fees and are payable only where the outperformance is still positive net of any such fees.

Performance fees are subject to a Model Portfolio outperforming a benchmark or a high water mark. This prevents Investment Managers levying fees more than once if a Model Portfolio rises then falls then rises again, ensuring the Investment Manager is only rewarded for fresh outperformance. Any underperformance of the Model Portfolio from the high water mark is carried forward and the underperformance must be recouped before a performance fee can be charged for a subsequent outperformance.

The performance fee is client-specific rather than Model Portfolio specific. This means that as Investor's circumstances vary in terms of entering and exiting Model Portfolios, it is possible that two or more Investors may be charged different performance fees despite being invested in the same Model Portfolios.

Please refer to the Investment Menu for information on whether your chosen Model Portfolio will apply a performance fee.

The following table shows how a Performance Fee would be calculated for an Investor with an initial contribution of \$50,000 and initial Model Portfolio weights of 50% into Model Portfolio A and 50% into Model Portfolio B. For illustration purposes only, the example assumes floating weights and that no investment fee is charged for either Model Portfolio. The Performance Fee is payable on a monthly basis, but for simplicity, only three days are shown in the example with no prior performance applicable to either Model Portfolio.

PERFORMANCE FEE CALCULATION EXAMPLE	MODEL A	MODEL B
Value of allocation to each Model Portfolio	\$24,500	\$24,500
Model Portfolio performance for Day 1	0.50%	1.00%
Benchmark performance for Day 1	0.65%	0.80%
Value attributed to Model Portfolio close of Day 1	\$24,622.50	\$24,745.00
Model Portfolio performance value added Day 1	\$122.50	\$245.00
Benchmark performance value Day 1	\$159.25	\$196.00
Out performance (value added) Day 1	\$36.75	\$49.00
Base for Performance Fee at close of Day 1	-\$36.75	\$49.00
Model Portfolio performance for Day 2	1.00%	0.75%
Benchmark performance for Day 2	0.35%	0.90%
Value attributed to Model Portfolio close of Day 2	\$24,868.73	\$24,930.59
Model Portfolio performance value added Day 2	\$246.23	\$185.59
Benchmark performance value added Day 2	\$86.31	\$222.26
Outperformance (value added) Day 2	\$159.92	\$36.67
Base for Performance Fee at close of Day 2	\$123.17	\$12.33
Model Portfolio performance for Day 3	-2.00%	1.00%
Benchmark performance for Day 3	-1.14%	0.20%
Value attributed to Model Portfolio Close of Day 3	\$24,371.35	\$25,179.90
Model Portfolio performance value added Day 3	-\$497.37	\$249.31
Benchmark performance value Day 3	-\$282.10	\$49.84
Out performance (value added) Day 3	-\$215.27	\$199.47
Base for Performance Fee at end of Month	-\$92.10	\$211.80
Overall value added for the Period	-	\$211.80
Performance Fee payable (11% inc GST) \$0.00		\$23.30
Loss carried forward	-\$92.10	\$0.00

FEES AND OTHER COSTS (CONTINUED)

PAYMENTS TO YOUR ADVISER

Adviser Service Fees

You may agree with your adviser to pay an Adviser Service Fee and request or authorise us to make this payment on your behalf. You and your adviser will determine the amount or percentage that will apply and note this on the Application Form or via an Account Instruction, as applicable. You must personally sign the instruction in order to direct us to make the payment on your behalf.

The Adviser Service Fees may be:

- An advice fee based on the amount of your initial contribution (i.e., Application Money) and/or on additional amounts you contribute from time to time (including under a Regular Contribution Plan or Your Own Savings Plan) of between 0% and 3.3% of the relevant amount (e.g., up to \$1,650 for an investment of \$50,000);
- A fixed-dollar amount deducted monthly;
- An annual percentage (up to 1.65%) of the value of all or part of your Account as nominated by you (calculated on the closing value on a daily basis) (e.g., up to \$825 for an Account value of \$50,000)

An advice fee payable for advice on an ad hoc basis or for each transaction, of a fixed-dollar amount or a percentage of up to 1.65% of the value of each transaction (e.g., up to \$825 for a transaction of \$50,000). This is negotiated with your adviser and nominated on the Account Instruction form at the relevant time. Where the Adviser Service Fee is a monthly or annual fee, then we will calculate this amount daily, based on the closing value of your Account over the month and deduct it monthly in arrears from the available cash allocations of each Account. Where the Adviser Service Fee is a percentage, then you can instruct us to calculate the amount based on the whole or part of the value of your Account.

If instructed by you, then we will deduct the Adviser Service Fee from your Account and pay it on your behalf. We will continue to pay the Adviser Service Fee until you advise us otherwise in writing.

The amount deducted will be inclusive of GST. You should seek taxation advice about the taxation implications and the deductibility of these payments.

EXPENSE RECOVERIES

Under the Constitution, the Responsible Entity has a right to be reimbursed for all losses, damages and costs incurred in the course of its administration of the Evolve Managed Accounts. The Responsible Entity does not currently exercise its right to be reimbursed in relation to certain costs, such as legal fees or custody fees; however, it does recover certain expenses on a user-pays basis. For example, depending on the investment options you select, amounts may be deducted from your Account for the following—

- Investment Management and (in some circumstances) performance fees may be recovered from the Accounts of those Investors who select investment options where a fee applies, and
- Investments may incur transaction costs in some circumstances (such as brokerage).

Other expenses which may be recovered from the Accounts which incur them may include bank charges and government taxes such as stamp duty.

MAXIMUM FEES OR WAIVED FEES

The Constitution entitles the Responsible Entity to charge the following fees (exclusive of GST), which are waived by the Responsible Entity in whole or part under this PDS:

- Contribution fee - up to 4.0% of the value of Application Money or further contributions. This fee is payable on cash and In-specie Transfers, however, the Responsible Entity waives this fee.
- Administration fee - up to 4.0% per annum of the aggregate value of the assets in an Investor's Account calculated on a daily basis. Lower administration fees are charged as stated in the table which starts on pages 18 to 20 of this PDS.
- Investment fee - up to 4.0% per annum of the aggregate value of the assets attributable to a Model Portfolio. The Responsible Entity waives part or all of its fee.
- Withdrawal fee - up to 2% of the value of assets the subject of a withdrawal request. This fee has been waived however note transaction fees are payable when you withdraw all or part of your investment.
- Derivative issuer fee - a fee of up to 1% of the notional value of an over-the-counter derivative contract while the contract is in place. Currently the Responsible Entity waives this fee.
- Performance fee - the Responsible Entity has the ability to charge a performance fee of up to 25% of the amount of the outperformance of a Model Portfolio in excess of its most recent high water mark. This fee has been waived by the Responsible Entity but, if the Investment Manager charges a performance fee, then this may be deducted from your Account as a cost recovery.
- Cash holdings fee - up to 1% per annum of the value of all cash holdings in the Evolve Managed Accounts. This fee has been waived.
- Finance arrangement fee - when the Responsible Entity arranges a margin loan or any other finance facility, then it may charge up to 1% of the maximum limit of the facility or loan. This fee has been waived.
- In-specie Transfer fee - up to \$100 for each In-specie Transfer to or from an Investor (or its nominee) as a processing fee. The Responsible Entity will only charge a fee of \$33 for each inward In-Specie transfer of an investment in managed funds.

- Transaction fee - a fee for processing any transaction of financial products to a maximum amount equal to the greater of \$35 or 0.25% of the value of the assets the subject of the transaction. The Responsible Entity currently charges less than this amount. See the Transaction Fees on page 21 for details.
- Dishonour fee - up to \$25 for each payment which is dishonoured or rejected. This fee has been waived.
- Communications fee - a fee of up to \$25 per copy of each communication the Responsible Entity (or its nominee) sends to an Investor. This fee has been waived.
- Switching fee - a fee of up to \$50 per request to change the allocation of any money or assets. This fee has been waived but please be aware transaction fees apply.
- Custody fee - if the Responsible Entity should act as custodian and hold any of the assets of the Evolve Managed Accounts, then it may charge a fee of up to 0.2% per annum of the value of the assets it holds. The Responsible Entity intends to hold the Cash Accounts through an omnibus arrangement and may hold other selected assets from time to time (for example, where it is impracticable for an external custodian to do so) but waives this fee.

VARIATION OF FEES

Under the Constitution, the Responsible Entity may waive, reduce or refund any part of the fees specified in this PDS. The Constitution sets out the limits for the fees that the Responsible Entity may charge and the method of recovery, the recurrence of the recovery and the timing of the recovery of the fees. If a change in fees results in an increase in fees or costs, then the Responsible Entity will give notice to Investors 30 days before the change takes effect.

TAXES

We may charge taxes to your Account. See the Taxation section of this PDS, starting on page 16 for more details.

FUTURE OF FINANCIAL ADVICE (FOFA) REFORMS

Under the FOFA reforms certain commissions and other similar payments are prohibited in the Australian financial services industry. In particular, payments that could influence financial product advice to retail clients may be prohibited. Certain payments remain permitted including payments to or from financial services licensees under ongoing arrangements that were in place before FOFA, commission payments that are fully rebated to clients, or payments made by a client to their adviser (or dealer group) for advice or the sale of a financial product.

The Responsible Entity will not make payments to an adviser or dealer group where it is prohibited from doing so.

DIFFERENTIAL FEES

In accordance with the Corporations Act and ASIC policy, we may individually negotiate or rebate fees in some circumstances where we are permitted to do so under ASIC's policy or class orders from time to time. For example we may negotiate with Investors classed as "wholesale" or "professional" investors.

FEES AND OTHER COSTS (CONTINUED)

EXAMPLE OF ANNUAL FEES AND COSTS FOR A MODEL PORTFOLIO

This table gives an example of how the fees and costs for the TMS Australian Shares Portfolio can affect your investment over a 12-month period. You should use this table to compare this with other managed investment products.

EXAMPLE - MODEL PORTFOLIO BALANCE OF \$50,000 ¹ WITH A CONTRIBUTION OF \$5,000 DURING THE YEAR.		
Contribution Fee	Nil	For every additional \$5,000 you put in, you will be charged \$0.
PLUS		
Management Costs ²	1.08%	For every \$50,000 you have in the Evolve Managed Accounts you will be charged fees of up to \$539.00 ³ each year.
EQUALS		
Cost of investment in Evolve Managed Accounts		<p>If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year⁴, you would be charged fees of \$539.00.</p> <p>What it costs you will depend on the Model Portfolio(s) you choose and the fees you negotiate with your adviser.</p>

1. This example assumes \$49,000 in Evolved Balanced Portfolio and \$1,000 in cash.
2. The Management Costs are made up of:
 - (1) Investment management fee \$49,000 x 0.77% pa = \$377.30; plus
 - (2) Administration Fee (fee paid to the Responsible Entity) \$49,000 x 0.33% = \$161.70 each year. *Note there are no administration fees on amounts held in cash outside a Model Portfolio but if a proportion of the Model Portfolio is invested in cash pursuant to the investment strategy then this is considered part of the Model Portfolio and the fee is levied on the total amount invested via the Model Portfolio.*
3. If you are in the Blue Class of interests then the Responsible Entity will waive the fees that would otherwise be onpaid to the investment managers (as required by the law) and the Investment Management Fee you will pay will only be 0.11% of \$49,000 being \$53.90.
4. This example does not take into account any returns, transaction fees and also does not take into account any fees on the \$5,000 contribution made during the year, i.e., assumes the additional amount was invested on the last day of the year. The quantum of transaction fees depends on the Investment Manager's instructions to us on the changes to the Model Portfolio during the year and therefore cannot be estimated.
5. Additional Fees may apply. For example, an Adviser Service Fee of between 0% and 1.65% of your Account balance (i.e., between \$0 and \$825 if your Account balance was \$50,000 for the whole year).

EXAMPLE OF ANNUAL FEES AND COSTS FOR A MANAGED FUND

This table gives an example of how the fees and costs for the Goldman Sachs Global Strategic Income Fund can affect your investment over a 12-month period. You should use this example to compare this with other managed investment products.

EXAMPLE - MANAGED FUND		BALANCE OF \$50,000 ¹ WITH A CONTRIBUTION OF \$5,000 ² DURING THE YEAR.
Contribution Fee	Nil	For every additional \$5,000 you put in, you will be charged \$0.
PLUS		
Management Costs ³	1.16%	For every \$50,000 you have in the Evolve Managed Accounts you will be charged fees of \$581.20 each year.
EQUALS		
Cost of investment in Evolve Managed Accounts		<p>If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year⁴, then you would be charged fees of \$581.20.</p> <p>What it costs you will depend on the Managed Fund(s) you choose and the fees you negotiate with the Responsible Entity or your adviser.</p>

1 This example assumes \$49,000 in the **Goldman Sachs Global Strategic Income Fund** and \$1,000 in cash.

2 This example does not take into account any management or contribution fees that may be payable on the additional investments in the Managed Fund, i.e., assumes the additional amount was invested on the last day of the year.

3 The Management Costs are made up of:

(1) Administration fee (paid to the Responsible Entity): $\$49,000 \times 0.33\% \text{ pa} = \161.70 , plus

(2) Investment management fee (paid to Fund Manager of Managed Fund and may be factored into the unit price; see the Managed Fund PDS for details): $\$49,000 \times 0.80\% \text{ pa} = \392 , plus

(3) Transaction fees (paid to the Responsible Entity, we have assumed one instalment of \$5,000 which is contributed at the end of the year): \$27.50

Note that you *may* also incur expenses for transactions which will be recovered from your Account. These are not included in the calculation of Management Costs as these expenses would be incurred by you if you invested outside the Evolve Managed Accounts. See pages 20 and 21 for details.

4 This example does not take into account any returns and also does not take into account any fees on the \$5,000 contribution made during the year.

5 Additional Fees may apply. An Adviser Service Fee may apply of between 0% and 1.65% of your Account balance in the Evolve Managed Accounts (between \$0 and \$825 if your Account balance was \$50,000 for the whole year).

Note: The above examples are reasonable estimates only, and are provided by way of illustration to show the total price paid in acquiring the investments through the Evolve Managed Accounts. The actual amount you will pay may vary compared to these examples, and will depend on various factors, such as the actual investment balance, and the fees and costs charged by the relevant investment option. Your adviser can provide more information about fees and costs and an estimate of what you will pay in relation to your Account.

ADDITIONAL INFORMATION

STRUCTURE OF EVOLVE MANAGED ACCOUNTS

To operate the Evolve Managed Accounts, the Responsible Entity relies on ASIC Class Order 13/762 which provides relief from the fundraising and disclosure requirements of the Corporations Act as long as the Responsible Entity complies with certain conditions, such as the requirement to provide you with regular reports about your investment in the Evolve Managed Accounts.

An investment through the Evolve Managed Accounts is an investment in a registered managed investment scheme. You have rights and protections similar to investors of other managed investment schemes.

However, the Evolve Managed Accounts is different to a unit trust in that, instead of units, Investors acquire an “interest” in the Evolve Managed Accounts when they invest, i.e., Investors become a member of the managed investment scheme but each Investor has a separate Account to which their investments are allocated. We administer your Account only in accordance with your instructions.

Any investments are made in the name of the custodian or the Responsible Entity however each Investor is the beneficial owner of the assets which appear in their Account. Each Investor is fully responsible for any liabilities that arise in respect of their selected investment.

In these ways it is an ‘indirect investment’, similar to a custodial arrangement or service available through a wrap account or other investor-directed portfolio service. An indirect investor’s rights are different to the rights if they had invested directly.

HOW IS INVESTING IN EVOLVE MANAGED ACCOUNTS DIFFERENT TO INVESTING DIRECTLY?

It is important to recognise that acquiring interests in the investments through the Evolve Managed Accounts is not identical to holding these investments in your own right.

The Responsible Entity is acting as trustee to you in regards to your investments which are held on trust for your benefit. You remain the beneficial owner of your investments, receiving all the benefits such as distributions and gains, and retaining all the liabilities such as any expenses associated with your investment. The rights relating to the underlying investments are held and exercised by the custodian on your behalf, for example, the right to vote, receive income and to receive information and communications in relation to your underlying investments (see the Reporting section on page 15).

Some of the key differences between an investment in the Evolve Managed Accounts and a direct investment are as follows:

Investing through Evolve Managed Accounts	Investing directly
Consolidated reporting	
You will receive comprehensive consolidated reporting on all investments in your Account	Your reporting would be on an investment-by-investment basis.
Beneficial ownership only	
The custodian and the Responsible Entity (as applicable) hold title to the assets on your behalf (i.e., the legal title) while you retain the beneficial entitlement to the assets. The Administrator keeps a record of the assets held on your behalf. The custodian as the registered holder of the assets may exercise the rights of an owner or decline to exercise them in accordance with the arrangements specified for the relevant investment.	You would be the legal and beneficial owner of your investments and acquire all rights attaching to ownership.
No communications from managers of underlying investments	
As the legal title is not in your name, the communications relating to your underlying investments are received on your behalf and you do not normally receive communications such as annual reports, notices of meeting and notifications of changes to fees and investment policies. You can request a copy of these communications and, where possible, we will provide them to you directly or to your adviser directly or through our website, as soon as practicable.	You would receive regular communications relating to your assets, including annual reports, notices of meeting and notifications of changes to fees and investment policies.

Investing through Evolve Managed Accounts	Investing directly
<p data-bbox="129 315 304 342">Cooling-off rights</p> <p data-bbox="129 365 1054 499">You are able to request your money back during the cooling off period, which is the period of 14 days from the earlier of the day you receive confirmation of your initial application, and the end of the fifth day after the day your first investment is made through the Evolve Managed Accounts. However, if you request your application money back during this period then:</p> <ul data-bbox="129 512 1054 741" style="list-style-type: none"> <li data-bbox="129 512 1054 622">• while the Responsible Entity is bound to take all reasonable steps to realise your investment and return your money or securities, if it reasonably considers that it would not be fair to all members to do so then it is possible you may not be granted cooling off rights, and <li data-bbox="129 636 1054 741">• If your request is granted, then the money you receive back may be less than your Application Money as there may have been losses in the value of the investment on realization relative to the purchase price, and there may be fees and costs that are entitled to be deducted. 	<p data-bbox="1086 365 1453 499">Cooling off rights are usually available to direct retail investors during the cooling off period of 14 days, pursuant to section 1019B of the Corporations Act.</p>
<p data-bbox="129 768 256 795">Voting rights</p> <p data-bbox="129 817 1054 898">As the custodian or the Responsible Entity (if applicable) holds your assets in custody, you are not the registered holder, and are unable to participate in regular or ad hoc meetings (such as annual general meetings for listed companies) nor do you have any voting rights.</p>	<p data-bbox="1086 817 1453 875">Direct investors are able to exercise voting rights</p>
<p data-bbox="129 920 304 947">Withdrawal rights</p> <p data-bbox="129 969 1054 1180">As the custodian or the Responsible Entity (if applicable) is generally the registered holder of the investments in the Evolve Managed Accounts, it is the direct investor and holds all relevant withdrawal rights. These rights may differ due to the custodian's wholesale client status and depending on whether the custodian was provided with a PDS or other disclosure document for the purposes of investing on your behalf. Particularly, if the issuer of an offer document through which you indirectly invest is found to be defective, then you do not have the choices that are open to direct investors, as these are rights exercisable by the custodian.</p>	<p data-bbox="1086 969 1453 1180">Direct investors are able to exercise the withdrawal rights relevant to the product. This includes the choices you are provided if an offer document is found to be defective, for example, under section 724 and section 1016E of the Corporations Act.</p>

ADDITIONAL INFORMATION (CONTINUED)

CONSTITUTION

The Constitution and the Corporations Act govern the rights of an Investor.

The Constitution is the primary document governing the relationship between the Responsible Entity and Investors and contains extensive provisions about the legal obligations, rights and powers of both the Investors and the Responsible Entity. It provides that the assets of each Account are vested in, and held by, us or any custodian we may appoint, on behalf of each Investor for whom an Account has been established.

It includes broad powers for the Responsible Entity to carry out its duties and deal with the assets, including the right to fees and reimbursement of expenses, details about how it must comply with Account Instructions and in what circumstances it is not obliged to act.

The Constitution also details the Responsible Entity's entitlement to be indemnified out of your investments in the Evolve Managed Account for its fees and any losses or liabilities it incurs in the proper performing or exercise of any of its powers or duties as contemplated by this PDS, or in prosecuting or defending any action in respect of a provision of the Constitution.

The liability of the Responsible Entity is limited to the extent of the assets of the Evolve Managed Accounts (including the assets of an Investor's Account), and the Responsible Entity will therefore not be personally liable to you for any losses or liabilities (including taxes) you may incur in relation to any action taken on your behalf (including, the holding of investments), except to the extent that those losses directly arise from negligence, fraud or material default. The Responsible Entity will not be liable to you for any loss of profit and any other indirect or consequential losses.

The absolute beneficial entitlement of Investors to the assets in their Accounts is set out in the Constitution. The liability of Investors is limited under the Constitution to the value of their investment. However, the question of limited liability for investors of managed investment schemes has not been tested in a court of law.

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

COMPLIANCE PLAN

The Compliance Plan outlines the principles and procedures which the Responsible Entity will invoke to ensure that it complies in all respects with the provisions of the Corporations Act, ASIC policy, and the Constitution. The Compliance Plan deals with an extensive range of issues in relation to the operation of the Evolve Managed Accounts.

LEGAL TITLE TO THE ASSETS

The Responsible Entity has appointed JP Morgan Chase Bank N.A., (Sydney Branch) ("JP Morgan") to custody certain assets held through the Evolve Managed Accounts. As such, JP Morgan will provide custody services in relation to certain investments made through the Evolve Managed Accounts and will hold legal title of those investments. JP Morgan holds these assets on behalf of the Responsible Entity, and is responsible to Responsible Entity under a contractual relationship.

Generally, it is expected that JP Morgan will hold the majority of the assets of the Evolve Managed Accounts.

Sandhurst Trustees Limited ("Sandhurst") is also appointed to hold certain assets of the Evolve Managed Accounts and provide custody services, pursuant to a custody agreement.

Linear Asset Management Ltd in its capacity as responsible entity of the Evolve Managed Accounts holds all cash (including your Cash Account) in an omnibus cash account held in its name with an Australian ADI operated by the Administrator. See the disclosure on related parties on page 33 for further details.

Neither JP Morgan nor Sandhurst has authorised or caused the issue of this PDS.

CUSTODIANS OF THE EVOLVE MANAGED ACCOUNTS

The following refers to both of the custodians appointed by the Responsible Entity, as above (referred to below as the "Custodian").

By completing the Application Form and investing through the Evolve Managed Accounts, each Investor acknowledges the role with respect to the Evolve Managed Accounts and the investments held through it and agrees that the Custodian's obligations are limited to the provision of the services to the Responsible Entity under its custody agreement with the Responsible Entity and that the Custodian's liability is limited to the Responsible Entity under the terms of its custody agreement with the Responsible Entity and the Custodian has no liability to Investors.

The Custodian will accept instructions with respect to underlying investments from the Responsible Entity, and will not accept any instructions from Investors.

Under the agreement with the Custodian, the Responsible Entity may instruct the Custodian to sign documents, buy and sell investments and make and receive payments in connection with the assets the Custodian holds on behalf of the Responsible Entity.

The custodian will segregate assets it holds on behalf of the Responsible Entity from the assets of the Custodian or its related entities. It is generally accepted that assets held by the Custodian, pursuant to the agreement the Responsible Entity has with the Custodian, would not form part of the Custodian's assets and therefore would not be available to the creditors of the Custodian or its related entities.

The Custodian will segregate all assets it holds on behalf of the Responsible Entity from those of other clients of the Custodian, unless such assets are listed or are held in a securities depository account, in which case they may be comingled with the assets of other clients of the Custodian.

You acknowledge that the Responsible Entity may, at its absolute discretion, appoint alternative custodians for the Evolve Managed Accounts.

LIMITED COOLING OFF RIGHTS

Your rights to cooling off in respect of an investment in the Evolve Managed Accounts differ to those when investing in other funds because they are governed by ASIC class order relief.

You are able to request your money back during the cooling off period, which is the period of 14 days from the earlier of the day you receive confirmation of your initial application, and the end of the fifth day after the day your first investment is made through the Evolve Managed Accounts. If you request your application money back during the cooling off period then the Responsible Entity is bound to take all reasonable steps to realise your investment and return your money or securities unless the Responsible Entity reasonably considers that it would not be fair to all members to do so. You should note that the money you receive back may be less than your Application Money as there may have been losses in the value of the investment on realization relative to the purchase price, and there may be fees and costs that are entitled to be deducted. Additionally, in some cases, such as where Managed Funds are frozen, it may not be possible to realize your underlying investment. The procedures to withdraw all or part of your investment are set out on page 13 of this PDS.

INFORMATION FROM UNDERLYING INVESTMENTS

The Responsible Entity will, via the Custodian receive reports and other relevant communications in relation to your investments in your Account from the relevant Fund Manager, company or issuer. You can request a copy of these communications and, where possible, we will provide them to you directly or to your adviser directly or through our website, as soon as practicable.

VOTING POLICY

Where the Responsible Entity receives notice of meetings or resolutions that relate to your investments, we do not proactively make this information available to you or your adviser.

The Responsible Entity maintains a voting policy under which it does not offer voting rights, however there are limited circumstances when we may:

- Allow client instructions to be made via proxy in writing, and/or

- Actively solicit your voting instruction.

These circumstances include:

- Fulfilling our obligations under applicable law
- Where the investors are 'key management personnel' as defined by the Corporations Act
- Investors who hold a material interest in the investment that could reasonably be expected to impact the outcome of a resolution.

Where such matters are brought to our attention:

- We will endeavour to provide you with the material that would have been sent to you if you were a direct investor
- We will not permit you to act as a corporate representative on behalf of the Custodian instead we will accept your written voting instructions so that the Custodian can endeavour to lodge the instructions via proxy
- We may require confirmation in writing from the relevant company secretary or other representative to confirm your eligibility to participate in some or all of the resolutions. Where this confirmation is sought, we will not pass on your instructions until this has been provided.
- The Administrator and the Responsible Entity do not accept any liability for acting on your instructions (including where such an instruction may contravene the law or any regulation)
- Any instruction to vote must be received at least three Business Day's prior to the registry cut-off time.
- A standing instruction for future resolutions cannot be provided – we must receive direction for each voting opportunity as it arises
- The Custodian generally does not vote on company or scheme resolutions and other corporate actions.

A copy of the Responsible Entity's voting policy is available free of charge on request.

CORPORATE ACTIONS

Where the Responsible Entity receives notice of corporate actions that relate to your investments, we do not proactively make this information available to you or your adviser.

The Responsible Entity will, in conjunction with the Investment Manager (if applicable), determine the best course of action for investors of Evolve Managed Accounts as a whole regarding particular corporate actions such as takeovers, mergers and buybacks. What is best for investors as a whole may not be best for an individual investor. This is a risk inherent in being an investor in a managed investment scheme.

ADDITIONAL INFORMATION (CONTINUED)

SPLIT INSTRUCTIONS

Please note that the terms of some underlying investments may not permit the Responsible Entity to 'split' instructions to the underlying issuer or Fund Manager in order to take account of individual Investor's instructions. If this situation arises, the Responsible Entity will generally provide instructions to the Custodian, issuer or Fund Manager based on the majority (by value) of instructions received from Investors. In this case, Investors who provided instructions in the minority will be deemed to have provided instructions in accordance with the majority.

By becoming an Investor, each Investor acknowledges and agrees that corporate actions will be determined and processed as set out above.

HOW THE RESPONSIBLE ENTITY SELECTS INVESTMENTS FOR THE INVESTMENT MENU

Before we add a Model Portfolio or financial product to the Investment Menu, the investment is subject to the Responsible Entity's review and approval process. This includes considering the investment against our suitability criteria. The Investment Menu is reviewed regularly, generally on a monthly basis.

The Responsible Entity's criteria for selection and on-going review of investments include the following:

- Qualifications, skills and record of the Investment Manager or Fund Manager;
- The nature of the proposed underlying financial products, the liquidity of those assets and where the products are not listed, the rights of the issuer to suspend or freeze redemptions;
- Potential demand for the product amongst members and advisers; and
- The costs and operational resources to be consumed in maintaining and monitoring the proposed Model Portfolio or Managed Fund.
- The degree to which the Investment Manager and/or investment product have already received ratings by professional ratings agencies and the strength of those ratings;
- Whether a financial product has met its stated objectives and whether those are consistent with Evolve Managed Accounts;
- Access to pricing, performance, attribution and allocation data;
- Ability of the issuer to integrate with the platform technology of the Evolve Managed Accounts; and
- The costs and operational resources to be consumed in maintaining the financial product and whether the issuer is prepared to pay a fee in return for the services provided by the Responsible Entity.

Where matters are brought to the attention of the Responsible Entity that require a financial product on the Investment Menu needs to be reassessed, we may close an investment option to new investments if we deem this the most appropriate course of action. Where this occurs and you hold the investment, we will communicate this to you directly or via your adviser.

In adding or removing a financial product to or from the Investment Menu, we do not take any liability for any movement in asset price or costs as they relate to delays in admitting or removing the investment nor do we make any representations as to the suitability of the investment either generally or for your personal circumstances.

HOW THE RESPONSIBLE ENTITY SELECTS LISTED SECURITIES FOR THE SELF DIRECTED INVESTMENTS

Requests to add listed securities to the Investment Menu are at the discretion of the Responsible Entity. The Responsible Entity may consider any of the following criteria in determining whether to include listed securities to the Investment Menu:

- The liquidity of the investment;
- The tax treatment;
- Approved exchange (i.e., we only interface with certain securities exchanges);
- Fully paid ordinary or common stock; - investments must be classified as 'fully paid' or common stock by the approved exchange; and
- Constituent of a major index; to be approved for purchases, the securities must be in a major index (selected by the Responsible Entity).

COMPLAINTS HANDLING POLICY

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

If you have a complaint, then you should notify the Responsible Entity in writing. Once a complaint is received, the Responsible Entity will acknowledge the complaint immediately, or if not, as soon as practicable after receipt. The Responsible Entity will endeavour to resolve any complaint and provide a final response as soon as practicable, but within 45 Business Days from receipt. If a satisfactory resolution cannot be reached, then you may lodge your complaint with the Financial Ombudsman Service (FOS) (details below), of which the Responsible Entity is a member. Please note that FOS will not deal with your complaint unless you have first raised your concerns with the Responsible Entity.

You can contact FOS as follows:

By telephone 1300 780 808

In writing: GPO Box 3

Melbourne VIC 3001

PRIVACY

The Linear Group is committed to managing and only using personal information in ways that comply with the Privacy Act. By personal information, we mean information or an opinion about a person whose identity is apparent or can reasonably be ascertained.

The Responsible Entity and Administrator abide by the *Privacy Act 1988* (Privacy Act) and comply with the Australian Privacy Principles established under the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. A summary of the Australian Privacy Principles is available at www.oaic.gov.au.

If you complete an Application Form you will be providing personal information to the Responsible Entity and Administrator for the Evolve Managed Accounts. The personal information is collected by the Responsible Entity and Administrator and will be disclosed to our custodians, to the systems and software providers, any brokers it might use, and any other party the Responsible Entity believes necessary to facilitate the operation and maintenance of your Account.

The Responsible Entity and Administrator hold and use that personal information only in order to:

- assess your Application;
- service your needs as an Investor;
- provide facilities and services that you request;
- carry out the appropriate administrative services for the Evolve Managed Accounts; and
- comply with any laws which the Responsible Entity is required to comply with.

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

The Responsible Entity and Administrator may provide your personal information to related entities. We may also use the personal information collected from Investors for the purpose of providing direct marketing material that we believe may be of interest to you. We will stop providing this information if you request us to do so.

You may request access to the information held by the Responsible Entity by contacting the Linear Group Privacy Officer as follows:

In writing: Privacy Officer

PO Box 482

Collins Street West, VIC, 8007

Email: admin@linearam.com.au

Telephone: 1300 669 891

A copy of the Responsible Entity's Privacy Policy is available at www.linearassetmanagement.com.au and is available from the Evolve Portal or by contacting the Administrator.

CONSENTS OF NAMED PARTIES

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

RELATED PARTIES

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

The Responsible Entity has appointed a related party, Linear Administration Services Pty Ltd, to carry out the administration of the Evolve Managed Accounts, including the Cash Account. The agreement appointing the Administrator has a notice period of six months unless a termination event occurs.

The Administrator has entered into contracts with third party providers of financial services and products to facilitate certain features of the Evolve Managed Accounts. The Administrator will receive a fee for those administrative services from third parties. This is not an additional cost to you.

LABOUR STANDARDS OR ENVIRONMENTAL, SOCIAL OR ETHICAL FACTORS

Unless otherwise stated, the Investment Managers and Fund Managers whose products are offered through the Evolve Managed Accounts do not take into account labour standards or environmental, social or ethical considerations in relation to investment decision-making relating to their Mandates or investment strategies.

CONTINUOUS DISCLOSING ENTITY

The Scheme is a 'disclosing entity' under the Corporations Act and is therefore the subject of regular reporting and disclosure obligations, including obligations to disclose when an important event occurs. Any reports and disclosures of important information will be lodged with ASIC and can be obtained from ASIC. We will also provide copies to Investors via the Evolve Portal or email.

MARGIN LENDING

It may be possible to invest in the Evolve Managed Accounts using a margin lending facility approved by the Responsible Entity.

If you wish to make an application for a margin lending facility, then you should complete the relevant forms which are available by contacting your adviser. If your Application to invest in the Evolve Managed Accounts using a margin lending facility is approved by the margin lender you selected, then you or your Representative (if applicable) will be able to apply funds drawn down from your margin loan to your Account.

If you choose to fund your Account using a margin lending facility, all or part of the investments in your Account are used as security for the facility. The Responsible Entity does not enter into a lending agreement with the margin lender as a means of providing this security. The margin lender's interest is limited to your Account balance only, and it is not entitled to any recourse against assets in other Investors' Accounts.

A margin lending facility may be subject to additional risks not set out in this PDS. You should discuss this in detail with your adviser before considering taking a margin loan.

ANTI MONEY LAUNDERING COMPLIANCE

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML legislation) requires us to identify and verify your identity prior to accepting an Application from you. The information we require is set out in the AML Booklet issued by the Responsible Entity. This is available at www.linearassetmanagement.com.au or via the Evolve Portal.

Note that we may also request additional information from time to time, if we consider it is appropriate to do so. If you invest through an adviser, then the adviser may request and collect the verification materials we require. When you apply to invest, you authorise the Responsible Entity to provide any necessary documentation required under the AML legislation to the Custodian.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

The Responsible Entity has a program to implement and comply with the new US tax regime FATCA (Foreign Account Tax Compliance Act), requiring US Passport Holdings, US citizens/entities and substantially US controlled non-US entities to identify their status, authorise collection and disclosure of their identities, non-US income and/or investments and other information to the United States IRS and, in some circumstances, be subject to withholding.

INVESTMENT AUTHORITY TO RESPONSIBLE ENTITY

By becoming an Investor in the Evolve Managed Accounts you are deemed to be authorising us to make investments on your behalf in accordance with the Account Instruction(s) that you or your Representative provide. Under this authority, we will invest your contributions by buying or selling investments according to your instructions or if you invest in Model Portfolios then we will also invest pursuant to changes made to your selected Model Portfolio(s) by the Investment Managers.

We will accept instructions to change the composition of your Account from you or your Representative on your behalf and will act on these instructions subject to the discretions in the constitution and described in this PDS. By investing in the Evolve Managed Accounts, you are providing us with a standing authorisation to pay funds into and withdraw funds from your Account in accordance with Account Instructions from you or your Representative and also to make payments for settlement of trades and related fees. This authorisation continues until you withdraw from the Evolve Managed Accounts. Please refer to the Application Form for further details about the authority provided to the Responsible Entity.

ONLINE TERMS AND CONDITIONS

When your Account is activated you will be provided with access to the Evolve Portal via a password and user ID. We will not generally be liable for any loss incurred by you if your password is used by someone without your authority, except to the extent that such liability is attributable to our own negligence. However, you need to be aware that, when accessing your Account by entering your password, you discharge, release and agree to indemnify us from and against all proceedings, actions, liabilities and claims arising out of the use of your password. Investors should take care to store their password separately from their Account records.

The Evolve Portal will show the date and details of each transaction made for your Account, including the amount paid for the securities and any associated fees, costs and charges that have been deducted from your Account. Portfolio values, including cash balances, are current as at the end of the previous Business Day, allowing you and your adviser to more accurately manage your tax positions. Please note that all positions may at times be subject to delay.

ONLINE AND FAX INSTRUCTIONS

Investors should note that there is a risk persons with access to your Account details may provide us with fraudulent or other unauthorised instructions. Therefore, you agree to indemnify and release the Responsible Entity from all potential actions and liabilities arising from us acting on what appeared to be genuine instructions from you or from your Representative on your behalf.

APPOINTMENT OF A REPRESENTATIVE

When you invest in the Evolve Managed Accounts you may appoint a Representative (generally your adviser) who can provide instructions to us on your behalf. To appoint and authorise us to provide your Representative with information about your Account, you must complete and sign the relevant section of the Application Form. The appointment of a Representative is subject to the following terms and conditions. Your Representative will be permitted to:

- Make Applications on your behalf, with the exceptions of setting up a Regular Contribution Plan or changing the nominated bank account for withdrawals;
- Transmit your requests relating to your Account and all investments of your Account including (without limitation), making additional investments or withdrawals from your Account, changing your Account details, or selecting and switching investments, including Model Portfolios and Self-directed Investments;
- Obtain information regarding the assets that make up your Account and make enquiries about your investment strategy; and
- Transmit your requests to the Responsible Entity on your behalf in relation to the transactions listed above and any incidental transactions.

If we receive directions or an enquiry from a person who we reasonably believe is your Representative, then we will act on such directions and enquiries as if they were your personal acts. Until we receive a written cancellation of the appointment, we will continue to act on any instructions from your Representative. We reserve the right to cancel or vary the terms of the appointment of a Representative upon providing you with 14 days' notice. Where your Representative is a company or partnership, all actions taken by any director, partner, or authorised officer of the Representative is deemed to be an act of the Representative.

The Responsible Entity is not responsible for and does not provide personal advice in relation to your investments. The Responsible Entity, our successors, and assigns disclaim any liability for direct or consequential loss, damage or injury arising from your appointment of a Representative. You agree that the Responsible Entity is not responsible for acts, matters and things done or purported to be done by your Representative even if not authorised by you, provided we have no reasonable reason to believe that they are not your Representative. Neither you nor any person making a claim on your behalf will have any right or claim against the Responsible Entity, our related bodies corporate successors, and assigns regarding any matter, act, or thing done or purported to be done by your Representative. Any payment made, requested or received by your Representative shall constitute a release of the Responsible Entity's obligations.

DEFINED TERMS

ABN	Australian Business Number.
Account	Each Investor's Account including all assets, liabilities (if applicable) and cash in the Cash Account.
Account Instruction	The instructions from you or on your behalf from your Representative regarding your Account. All Account Instructions are provided online via the Evolve Portal; your adviser can assist.
Adviser Service Fees	Means the amounts that you consent to, authorise and instruct the Responsible Entity to deduct from your Account and pay to the AFSL holder who authorises your adviser for the general or personal advice they provide to you.
Administrator	Linear Administration Services Pty Ltd, an entity related to the Responsible Entity.
Adviser	Means the representative who provides you with personal and general financial product advice.
AML Booklet	Means Linear's guide to Applicants and their advisers on what documents are satisfied to meet the requirements of the AML/CTF legislation. Linear's AML Booklet is located at www.linearassetmanagement.com.au and via the Evolve Portal.
AML/CTF	Means anti-money laundering and counter- terrorism financing.
Applicant	A person who submits an Application Form in accordance with this PDS to become a member of the Evolve Managed Accounts.
Application	The Application for an investment in the Evolve Managed Accounts.
Application Form	The Application Form to be used for investment in the Evolve Managed Accounts. This can be completed online with assistance from your adviser or a paper copy can be requested. We require an original signed copy of the application form with all supporting documents in order to process your Application.
Application Money	The money received or non-cash assets transferred in connection with the offer pursuant to this PDS and the Constitution.
ASIC	Australian Securities and Investments Commission.
ASIC CO 13/762	ASIC class order 13/762 <i>Investor directed portfolio-like services provided through a registered managed investment scheme</i> and any supplementary and amending instrument which varies, supplements or replaces it.
ASX	Australian Securities Exchange.
ASX Listed Securities	Listed securities that are traded on the ASX.
Business Day	A day on which banks are open for business in Melbourne other than a Saturday, Sunday or public holiday, or such other day as the Responsible Entity determines.
Capital Preservation	A Dynamic Trading Strategy managed by the Responsible Entity designed to preserve a specified level of capital invested in a Model Portfolio through daily monitoring of the exposure between equities and cash with the aim to rebalance the investment amount before the value falls below the protection level an Investor selects. See the Investment Menu for further details.
Cash Account	Means the segregated cash account which forms part of your Account.
CGT	Capital Gains Tax.
Compliance Plan	The compliance plan that provides a framework for monitoring the operation of the Scheme, as amended from time to time.
Constitution	The constitution of the Scheme as amended from time to time.
Corporations Act	Corporations Act 2001 (Cth) and the associated regulations, as amended from time to time.
Dynamic Trading Strategy	Dynamic Trading Strategies are predefined strategies managed by the Responsible Entity that can be applied to selected Model Portfolios. The Investment Menu contains further details.
EFT	Means electronic fund transfer.
Evolve Portal	You will be provided with a User ID and Password for a secure internet website where you can view your Account details, receive reports and view updated information about the Evolve Managed Accounts. Information is generally correct as at the close of the previous Business Day.
FIFO	First in First out (FIFO) method refers to tax parcels which are acquired first and also disposed of first.

Fixed Interest Securities	A debt instrument such as a bond which pays a specified rate of interest that does not change over the life of the instrument. Generally the face value is returned when the security matures.
Fund Managers	The responsible entities of the Managed Funds.
GST	Australian Goods and Services Tax pursuant to the A New Tax System (Goods and Services) Tax Act 1999.
In-specie Transfer	A transfer of securities where there is no change in the beneficial ownership of the securities.
Investment Managers	Investment Managers who either construct or provide advice to the Responsible Entity on the construction of and in certain cases the implementation of transactions for Model Portfolios, as listed in the Investment Menu.
Investment Menu	The investment menu located at www.tmscapital.com.au or from the Evolve Portal which contains the full list of investment options for investment. The Investment Menu forms part of this PDS and may be updated from time to time at the Responsible Entity's discretion. You can receive a hard copy free of charge upon request.
Investor	An Investor in the Evolve Managed Accounts, referred to as "you" or "your".
Listed International Securities	Listed securities that are traded on securities and investment exchanges other than Australian domestic exchanges.
Managed Funds	Registered managed investment schemes in which you may invest via the Evolve Managed Accounts. Details of Managed Funds available through Evolve Managed Accounts can be found in the Investment Menu, with a copy of their PDS. You should read the PDS for each Managed Fund before investing via your Account in a Managed Fund.
Mandate	The instructions of the Investment Manager on how it manages each Model Portfolio according to that Model Portfolio's risk and return profile and in order to achieve a stated investment objective.
Max Gain	Maximise capital gains or, if no capital gains are available, minimise your capital losses.
Min Gain	Maximise capital losses or, if no capital losses are available, minimise your capital gains.
Model Portfolio	A portfolio of assets invested by an Investment Manager according to the Mandate of the model portfolio. Details of available Model Portfolios, their Mandate, and other details including specific risks and fees can be found in the Investment Menu.
PDS	This product disclosure statement, including any supplementary product disclosure statement or other updates from time to time.
Regular Contribution Plan	A regular investment in the Evolve Managed Accounts whereby the Responsible Entity direct debits a set amount each month from an Investor's nominated bank account.
Representative	A person who an Investor nominates as their Representative and is authorised to transact on behalf of the Investor.
Responsible Entity	Linear Asset Management Ltd ABN 11 119 757 596, AFS licence number 304542.
Scheme	Evolve Managed Accounts ARSN 128 111 857.
Self-directed Investments	The investments you or your Representative select (outside of the Model Portfolios) which you choose to hold through the Evolve Managed Accounts. See the Investment Menu for available options.
Wholesale Client	Has the meaning in the Corporations Act 2001.
Your Own Savings Plan	An arrangement put in place by an Investor to make regular additional investments to their Account.

CORPORATE DIRECTORY

DISTRIBUTOR

TMS Capital Pty Limited
ABN 12 110 549 418
AFSL 333008

Address	Suite A, Level 3A 43-45 East Esplanade Manly NSW 2095 PO Box 1149 Manly NSW 1655
Website	www.tmscapital.com.au
Email	admin@tmscapital.com.au

RESPONSIBLE ENTITY

Linear Asset Management Ltd
ABN 11 119 757 596
AFSL 304542

ADMINISTRATOR

Linear Administration Services Pty Ltd
ABN 63 163 681 678
AFS Representative Number 440581

Address	Level 9525 Flinders Street Melbourne VIC 3000 PO Box 482 Collins Street West VIC 8007
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Website	www.linearassetmanagement.com.au
Email	admin@linearam.com.au

Evolve Managed Accounts
ARSN 128 111 857

Distributor
TMS Capital Pty Limited
ABN 12 110 549 418
AFSL 333008

Issuer and Responsible Entity
Linear Asset Management Ltd
ABN 11 119 757 596
AFSL 304542

Dated 12 August 2014