



P I M C O

Date Issued: 15 December 2006  
includes new application form with updated AML requirements

EQT FUNDS MANAGEMENT - Product Disclosure Statement

Common Fund No 4 (Cash Management Fund)  
EQT Cash Management Fund

ARSN 092 615 275 APIR ETL0101AU

This Product Disclosure Statement (PDS) was issued on 15 December 2006. This PDS relates to the offer of units in the EQT Cash Management Fund (ARSN 092 615 275) ("Fund"). The Fund is registered with ASIC as Common Fund No 4(Cash Management Fund). This PDS has been prepared and issued by Equity Trustees Limited (ABN 46 004 031 298/AFSL No. 240975) in its capacity as the Responsible Entity of the Fund (referred throughout this PDS as the "Responsible Entity", "EQT", "us" or "we"). The Investment Manager of the Fund is PIMCO Australia Pty. Ltd. (ABN 54 084 280 508/AFSL No. 246862) and is referred to throughout this PDS as the "Investment Manager" or "PIMCO".

This PDS is prepared for your general information only. It is not intended to be a recommendation by the Responsible Entity, any associate, employee, agent or officer of the Responsible Entity or any other person to invest in the Fund. This PDS does not take into account the investment objectives, financial situation or needs of any particular investor. You should not base your decision to invest in the Fund solely on the information in this PDS. You should consider the suitability of the Fund in view of your financial position, investment objectives and needs, and you may want to seek advice before making an investment decision.

The Responsible Entity, the Investment Manager and their respective employees, agents or officers do not guarantee the success, repayment of capital, or any rate of return on income or capital, or the investment performance of the Fund. Past performance is no indication of future performance. Units in the Fund are offered and issued by the Responsible Entity on the terms and conditions described in this PDS. You should read this PDS because you will become bound by it if you become a direct investor in the Fund.

The offer made in this PDS is available only to persons receiving this PDS in Australia (electronically or otherwise). If you received this PDS electronically we will provide a paper copy free upon request during the life of this PDS. Please call EQT Client Services on 1300 555 378 for a copy.

**Information in this PDS that is not materially adverse is subject to change from time to time. We may update this information. You can obtain any updated information:**

- **by calling EQT Client Services on 1300 555 378**
- **by visiting our website at [www.eqt.com.au](http://www.eqt.com.au)**

**A paper copy of the updated information will be provided free of charge on request.**

Unless otherwise stated, all fees quoted in the PDS are inclusive of GST, after allowing for an estimate for Reduced Input Tax Credits (RITC), and all amounts are in Australian dollars.

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## GLOSSARY OF IMPORTANT TERMS

**Active Management** - A style of investment management which seeks to attain returns above a set benchmark (such as an index) by asset allocation and selection of securities within each asset class.

**AFSL** - Australian Financial Services Licence as defined under the *Corporations Act 2001*.

**APRA** – Australian Prudential Regulatory Authority

**ASIC** – Australian Securities and Investments Commission

**Asset allocation** - The weighting of assets in an investment portfolio among different asset classes (such as securities, bonds, property and cash).

**Asset-backed security** - A security of (for example) a company which is underpinned by that company's assets.

**Asset class** – A category of financial assets. The major Asset Classes are shares, property, fixed interest securities and cash.

**Business day** – A day on which banks (as defined in the definition of Authorised Investments) are open for business in Melbourne.

**Constitution** - The constitution of the Fund (as amended from time to time).

**Corporations Act** - The *Corporations Act 2001* (Cwlth) (as amended from time to time).

**Financial Adviser** - Any entity or individual holding a current AFSL authorising the provision of financial advice to retail investors.

**GST** – Goods and Services Tax

**ICR** – Indirect Cost Ratio for a fund: the ratio of the fund's Management Costs, that are not deducted directly from a member's or product holder's account, to the fund's total average net assets. As defined in Schedule 10 of the *Corporations Amendment Regulations 2005*.

**Investor** - The holder of one or more units in the Fund (including joint holders).

**Liquidity** - The ability of an investment to be easily and quickly converted into cash with little loss of capital.

**Maturity** - The date on which a loan, bond or other security is due to be repaid.

**Management Costs** – Total costs of investing in the Fund including the ICR, as defined in the *Corporations Amendment Regulations 2005*.

**Net fees** – Net fees are inclusive of GST payable in respect of the fee, after taking into account the expected RITCs.

**Portfolio** - A collection of investment holdings.

**NAV** - Net Asset Value: Value of the investments of the Fund after deducting certain liabilities including income entitlements and contingent liabilities.

**RBA** – Reserve Bank of Australia

**RITC** – Reduced Input Tax Credit

**Retail Client** - Persons or entities as defined under section 761G of the *Corporations Act 2001* (Cwth).

**Unit** - A unit in the Fund (the price of which is \$1.00).

**Volatility** - The extent of fluctuation in share prices, exchange rates, interest rates, etc. The greater the volatility, the less certain an investor is of return, and hence volatility is one measure of risk.

**FUND AT A GLANCE**

<b>Fund name</b>	<b>EQT Cash Management Fund</b>
Name of Fund as registered with ASIC	Common Fund No 4(Cash Management Fund)
ARSN	092 615 275
APIR	ETL0101AU
Fund inception date	30 March 1989
Investment objective	This Fund is designed for investors seeking a secure, liquid, short-term investment with a regular return of income.
Investments	Government and semi-government or state government securities, deposits, term deposits, bills of exchange, certificates of deposit, mortgage and asset backed securities and other APRA approved securities with a maturity of no more than 2 years
Performance objective	UBS Bank Bill Index (gross of fees) over 12 month rolling periods
Minimum initial investment <sup>1</sup>	\$5,000
Minimum additional investment <sup>1</sup>	\$1,000
Minimum balance <sup>1</sup>	\$2,000
Minimum withdrawal <sup>1</sup>	\$1,000
Access to your money <sup>2</sup>	At call
Income distribution	Monthly
Cut off time for applications and withdrawals	By 2.00pm on any Business day for receipt of that day's unit price
Valuation frequency	Daily
Unit price	\$1.00 (Fixed)
Management costs <sup>3</sup>	1.025% p.a. of the NAV of the Fund
Buy/sell spread	Nil
Fund size as at 31 October 2006	\$147.74 million
Risk profile	Low
Investment Manager <sup>4</sup>	PIMCO Australia Pty Ltd

1. The Responsible Entity may alter the minimum amounts specified at any time without prior notice to investors.

2. Refer to 'Access to your money' for further details.

3. The management costs are expressed as a percentage of the NAV. This includes GST and an estimate for RITCs. Refer to 'Fees and Other Costs' for further details.

4. EQT may change the investment manager for the Fund at any time, without prior notice to investors.

## **ABOUT THE RESPONSIBLE ENTITY**

### **Equity Trustees Limited**

Equity Trustees Limited was established in 1888 by its own special Act of Parliament to provide secure trustee services to the people of Victoria. Since establishment, EQT has expanded its services to meet the wealth management requirements of its clients. EQT has been investing on behalf of clients since 1888.

As a trustee company EQT prides itself on offering truly personalised service to its clients and is committed to acting in the best interests of its clients by offering wealth management solutions over a range of Asset classes carrying different risk profiles. EQT's traditional values of integrity, responsibility and service are central to how EQT manages the investments and financial affairs of its clients.

EQT's responsibilities and obligations, as the Responsible Entity of the Fund, are governed by the Constitution of the Fund as well as the Corporations Act and general trust law. For further information see the section headed 'Constitution of the Fund'.

EQT appointed PIMCO Australia Pty Ltd. as the investment manager of the Fund as of 1 December 2006.

## **ABOUT THE INVESTMENT MANAGER**

### **PIMCO Australia Pty. Ltd.**

PIMCO Australia Pty. Ltd. (ABN 54 084 280 508) ("**PIMCO**") is the investment manager of the Fund and is a wholly owned subsidiary of PIMCO Advisors Holdings L.P ("**PIMCO Group**"), one of the largest fixed interest managers in the world.

PIMCO Group's history dates back to 1971 when it was established as a specialist fixed interest manager. PIMCO Group has its head office in Los Angeles (USA) with offices located in Sydney, Singapore, Tokyo and London. The Sydney office was established in 1998, although the PIMCO Group has been managing fixed interest for Australian clients since 1996. PIMCO Group manages over US\$638 billion<sup>1</sup> for investors on all continents around the world.

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1. As of August 31, 2006

## ABOUT THE EQT CASH MANAGEMENT FUND

This Fund is registered with the ASIC as the Common Fund No. 4 (Cash Management Fund). The ARSN of this Fund is 092 615 275. The inception date of this Fund is 30 March 1989. The Fund has been managed by Equity Trustees Limited up to 30 November 2006. From 1 December 2006, PIMCO will be investment manager of the Fund.

### Investment objective

This Fund is designed for investors seeking a secure, liquid, short-term investment with a regular return of income. The Fund's performance objective is to outperform the UBS Bank Bill Index (gross of fees) over 12 month rolling periods.

### Investments held

The Fund will invest in a range of short term fixed interest and money market securities. The securities will be highly liquid with a maturity date of no more than two years from the date of purchase.

The securities allowed by the Fund are:

- Government and Semi Government or State Government Securities
- Deposits from institutions approved by the APRA
- Term deposits with an authorised deposit taking institution (ADI) approved by APRA
- Bills of Exchange – issued by an ADI less than 200 days reset roll.
- Certificates of deposit issued by an ADI
- Mortgage-Backed Securities (Bank issued) and Asset-Backed Securities issued by an ADI
- Other APRA approved securities denominated in Australian dollars with a maturity of no more than two years.

In selecting, retaining or realising investments for the Fund, neither EQT, nor PIMCO takes into account labour standards or environmental, social or ethical considerations.

### Fund performance

The following table is a summary of performance of the Fund for the period ended 31 October 2006 relative to the Index. Please note that due to the historical nature of performance information and the volatility of returns, future returns may differ from past returns.

**The Fund performance in the table below is for the period when EQT was Investment Manager of the Fund. PIMCO will be the Investment Manager of the Fund from 1 December 2006. While the permitted investments will not change following the appointment of PIMCO, PIMCO has a more active investment style than EQT and therefore, there is some potential for the Fund to experience higher returns, as well as higher volatility of returns, than would have been the case had the change of investment manager not occurred. The Fund performance information should be considered in this light. In any event, past performance is not indicative of (or necessarily a guide to) future performance.**

	3 Months <sup>1</sup>	6 Months <sup>1</sup>	1 Year <sup>1</sup>	3 Years <sup>1</sup>	5 Years <sup>1</sup>
Fund Net Return (after fees) <sup>2</sup>	5.00%	4.87%	4.69%	4.38%	4.04%
Fund Gross Return (before fees) <sup>3</sup>	6.00%	5.87%	5.69%	5.44%	5.12%
Index <sup>4</sup> Return	6.00%	5.87%	5.69%	5.44%	5.11%
<b>EQT Net vs. the Index<sup>4</sup></b>	<b>-1.00%</b>	<b>-1.00%</b>	<b>-1.00%</b>	<b>-1.06%</b>	<b>-1.08%</b>

For the most recent performance information, please visit the EQT Web site at <http://www.eqt.com.au>.

1. Annualised returns for the period ended 31 October 2006.
2. Fund Net Return is the return after the deduction of ongoing fees and expenses.
3. Fund Gross return is the Fund Net Return with ongoing fees and charges added back.
4. Index = Average RBA Official Cash Rate.

## MANAGING RISK

Investment in the Fund carries risks, including volatility of returns. Volatility refers to the degree to which returns may fluctuate around their longer-term average. Each Asset class, whether it is cash, fixed interest, property, Australian or international shares, has associated investment risks and the return achieved by each will vary accordingly.

Higher risk assets such as international and Australian shares, on average produce higher long-term returns than lower risk investments.

The main risk factors which may affect the returns of the Fund include:

### Interest rate risk

Changes in official interest rates can directly and indirectly impact (negatively or positively) on investment returns. This relates to the possibility of a reduction in the value of a security, especially a bond, resulting from a rise in interest rates. This risk can be reduced by diversifying the durations of the fixed-income investments that are held at a given time.

### Market risk

Changes in legal and economic policy, political events, technology failure, changes in interest rates, economic cycles, investor sentiment and social climate can all directly or indirectly create an environment that may influence (negatively or positively) the value of your investments in the Fund.

### Fund risk

As with all managed funds, there are risks particular to the Fund, including that it could terminate, the fees and expenses could change, the Investment Manager could be replaced and the investment professionals could change. There is also a risk that investing in the Fund may give different results than investing directly because of income or capital gains accrued in the Fund and the consequences of investment and withdrawal by other investors. We aim to keep Fund risk to a minimum by monitoring the Fund and acting in your best interests.

### Security selection risk

The investment manager may make investment decisions that result in low returns. This may be brought about by a change of employees at the Investment Manager or a change of investment manager. This risk is mitigated to some extent by the knowledge and experience of the Investment Manager.

## INVESTING AND WITHDRAWALS

### Reporting to investors

Regular, simple to read and complete reports are provided to investors of the Fund, they comprise:

- **Annual Report** including financial statements and auditor's report (you may elect not to receive this report by indicating on the application form)
- **Transaction Reports** confirming all initial investments, any additional investments, withdrawals, and payments (issued following transactions and on request)
- **Distribution Reports** issued monthly notifying you of the value of your investment, income from investments and confirming the reinvestment or payment to your nominated account.
- **Taxation Statements** are issued annually and provide investors with taxation information including a detailed summary of the components of any distributions.

As a disclosing entity, EQT has regular reporting and disclosure obligations under the Corporations Act. Copies of any documents which we have lodged with ASIC to comply with these requirements may be obtained or can be inspected at an ASIC office. On request, we will provide you free of charge with copies of:

- the most recent annual financial report
- any half yearly financial report lodged with ASIC after that financial report but before the date of this PDS
- any continuous disclosure notices lodged with ASIC after that financial report but before the date of this PDS.

You can call our Client Service Team on 1300 555 378 or visit our website at [www.eqt.com.au](http://www.eqt.com.au) for updated information on performance, unit prices, Fund size and other general information about the Fund.

### **Income calculations and distributions**

An income distribution comprises an investor's share of any "net income" earned by the Fund. All income distributions are generally calculated daily and distributed to investors on the last business day of each month. Income distributions will be automatically reinvested into the Fund.

On account closure, if you are entitled to any income, this will be paid to you. Where only part of the invested monies is withdrawn, the income is paid at the next distribution.

### **Valuation of the fund and unit prices**

The investments of the Fund are generally valued at face value (including any income) and are generally determined every Melbourne Business day in accordance with the Fund's Constitution. To determine the Net Asset Value of the Fund, EQT deducts certain liabilities from the value of the investments (refer to the term Net Asset Value of the Fund in the glossary for further details).

The application price of a unit in the Fund is \$1.00. The withdrawal price of a unit in the Fund is based on the Net Asset Value of the Fund but is expected to remain at \$1.00.

### **Making an application**

To invest, please complete the application form accompanying this PDS and attach your cheque or money order made payable to 'Equity Trustees Limited' and send it to:

Equity Trustees Limited  
Client Services Registry Team  
GPO Box 2307  
Melbourne Vic 3001

Please note that cash cannot be accepted, however you may request that the Client Services Registry Team deduct your application amount via direct debit by completing the direct debit initial application section on the Direct Debit Request form. The minimum initial investment in the Fund is \$5,000. Applications can be made between 9:00am and 5:00pm on any Business day. However, for unit pricing purposes and income accrual purposes any application received after 2:00pm on a Business day will generally be treated as having been received the following Business day.

EQT reserves the right to refuse any application without giving a reason. If for any reason EQT refuses or is unable to process your application to invest in the Fund, EQT will return your application money to you. You will not be entitled to any interest on your application money in this circumstance. Investors can be any of: individual or joint investors, trusts, clubs and associations, partnerships and companies or the trustee(s) of a DIY superannuation fund. Applicants must be 18 years of age or over.

### **Additional investments**

You can make additional investments of \$1,000 or more in the Fund at any time by sending us your additional investment amount together with a completed Application Form from a current PDS. You can also invest on a monthly basis via the Regular Investment Plan. See the 'Regular Investment Plan – Terms and Conditions' section for more details.

### **Access to your money**

The Responsible Entity will generally allow you to access your funds 'at call' on receipt of a withdrawal request for the relevant amount. However, the Constitution of the Fund allows the Responsible Entity to make payment up to 30 days after receipt of a withdrawal request.

Where the Fund is not liquid (as defined in the Corporations Act) an investor does not have a right to withdraw from the Fund and can only withdraw where the Responsible Entity makes a withdrawal offer to investors in accordance with the Corporations Act. The Responsible Entity is not obliged to make such offers. A Fund will be liquid if at least 80% of the assets of the Fund are liquid assets. Generally, liquid assets are money in an account or on deposit with a financial institution, bank accepted bills, marketable securities, other prescribed property and other assets that the Responsible Entity reasonably expects can be realised for their market value within the period specified in the Constitution for satisfying redemption requests while the Fund is liquid.

The Responsible Entity considers it highly unlikely that the Fund will cease to be liquid.

### **Minimum balance**

Please note that EQT has the right to fully redeem your investment in the Fund where your investment in the Fund falls below \$2,000.

### **Making withdrawals**

Investors of the Fund can withdraw their investment by written advice to:

Equity Trustees Limited  
Client Services Registry Team  
GPO Box 2307  
MELBOURNE VIC 3001

Or by fax to (03) 8623 5395

Refer below for terms and conditions for making fax withdrawals. All withdrawal requests must be signed by the investor(s) and should be received by 2:00pm Melbourne time on a Business day for processing that day. Any withdrawal request received after that time will generally be treated as having been received the following Business day. Withdrawals will be paid directly to the investor's nominated bank account. Withdrawal payments will not be made to third parties.

### **Terms and conditions for withdrawals**

EQT will refuse to comply with any request if the requesting party does not satisfactorily identify themselves as the investor. Withdrawals will only be paid to the investor.

By lodging a fax withdrawal request you release, discharge and agree to indemnify EQT from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from any fax withdrawal. You also agree that any payment made in accordance with the fax request shall be a complete satisfaction of the obligations of EQT, notwithstanding any fact or circumstance including that the payment was made without your knowledge or authority. You agree that if the payment is made in accordance with fax withdrawal request, you and any person claiming through or under you shall have no claim against EQT in relation to the payment.

### **Joint account operation**

For joint accounts, each signatory must sign the withdrawal request. Please ensure both signatories sign the declaration in the application form. Joint accounts will be held as joint tenants.

### **Appointment of authorised nominee to operate account**

Investors may elect to appoint an authorised nominee to operate their account. The relevant sections on the application form need to be completed, including the name and signature of the authorised nominee, the signature of the investor and the date. Only investors can appoint authorised nominees. If you appoint an authorised nominee we suggest that you ensure that:

- they cannot appoint another nominee; and
- the appointment lasts until cancelled by you in writing or the Responsible Entity.

The Responsible Entity may cancel an appointment by giving the investor 14 days notice in writing. If an appointment is cancelled the Responsible Entity will not be obliged to act on the instructions of the authorised nominee. If the instructions are varied, the Responsible Entity will act only in accordance with the varied instructions. By completing and lodging the relevant sections on authorised nominees on the application form you release, discharge and agree to indemnify EQT from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from EQT acting on the instructions of your authorised nominee.

You also agree that any instructions of your authorised nominee to EQT, which are followed by EQT, shall be a complete satisfaction of the obligations of EQT, notwithstanding any fact or circumstance, including that the instructions were made without your knowledge or authority. You agree that if the authorised nominee's instructions are followed by EQT, you and any person claiming through or under you shall have no claim against EQT in relation to the instructions.

### **Powers of an authorised nominee**

An authorised nominee can, among other things:

- apply for additional investment units;
- request that Distribution instructions be altered;
- withdraw all or part of your investment; and
- enquire to the status of your investment and obtain copies of statements.

Withdrawal payments will not be made to third parties. If a company is appointed as an authorised nominee, the powers will extend to any director and authorised officer of the company. If a partnership, the powers will extend to all partners.

### **Investor's liability**

The Constitution of the Fund provides that unless there is a separate agreement with an investor, no investor can be called on to contribute to the assets of the Fund or to its creditors if the Fund is liquidated or becomes insolvent. Therefore it is expected that investors will not be under any obligation if a deficiency in the assets of the Fund was to occur. However, this view has not been fully tested at law and so it is not possible to give an absolute assurance that an investor's liability will be limited in all circumstances.

In general, an investor's liability is limited to the amount (if any) which remains unpaid in relation to their subscription for units in the Fund and any tax owed to the Responsible Entity.

### **Non-listing of units**

The Fund's units are not listed on any stock exchange and no application will be made to list the units of the Fund on any stock exchange.

### **Termination of the Fund**

The Responsible Entity may resolve at any time to terminate and liquidate the Fund (if it provides investors with notice) in accordance with the Fund's Constitution and the Corporations Act. Upon termination and after conversion of the Fund's assets into cash and payment of, or provision for, all costs, expenses and liabilities (actual and anticipated), the net proceeds will be distributed pro-rata among all investors according to the number of units they hold in the Fund and the withdrawal price for these units.

### **Online Access**

You can view information about your investments in the Fund online through EQT Online Access. If you want to view information about your investments online you must read the 'Conditions of Online Access', and then tick the box as indicated on the Application Form, and sign accepting the Conditions of Online Access. Only Investor signatories or authorised nominees are permitted EQT Online Access.

After we receive your Application Form with the request for access we will send you by secure email, a Logon Access Code and temporary password for you to log on to access your account details online. When gaining access for the first time, the system will prompt you to change your password.

If you have any questions about EQT Online Access, please call EQT Client Services on 1300 555 378 between 9am and 5pm (Melbourne time) Monday to Friday.

### **ENQUIRIES AND COMPLAINTS**

#### **Investor satisfaction**

If you are not completely satisfied with any aspect of our services regarding the management of the Fund, please contact us.

EQT Client Services  
Equity Trustees Limited  
GPO Box 2307  
Melbourne Vic 8060  
Telephone 1300 555 378  
Fax: (03) 8623 5395  
Email: [equity@eqt.com.au](mailto:equity@eqt.com.au)  
Website: [www.eqt.com.au](http://www.eqt.com.au)

EQT seeks to resolve potential and actual complaints over the management of the Fund to the satisfaction of investors. If an investor wishes to discuss any aspect of the management of the Fund(s) or wishes to lodge a formal complaint please write to:

Compliance Department  
Equity Trustees Limited  
GPO Box 2307  
Melbourne Vic 8060  
Email: [compliance@eqt.com.au](mailto:compliance@eqt.com.au)

EQT will seek to resolve any complaint and will respond within 14 days of receiving the letter. If we are unable to resolve your complaint within 45 days, you may be able to seek assistance from:

Financial Industry Complaints Service Limited (FICS)  
PO Box 579  
Collins Street West  
Melbourne Vic 8007  
Telephone: 1300 78 08 08  
Fax: (03) 9621 2291  
Email: [fics@fics.asn.au](mailto:fics@fics.asn.au)

Please include the EQT FICS membership number with your enquiry: C-467.

FICS is an independent body that can assist you if EQT cannot.

### **Constitution of the Fund**

EQT's responsibilities and obligations, as the Responsible Entity of the Fund, are governed by the Constitution of the Fund as well as the Corporations Act and general trust law. The Constitution of the Fund contains a number of provisions relating to the rights, terms, conditions and obligations imposed on both EQT, as the Responsible Entity of the Fund, and investors. Some of the provisions of the Constitution are discussed elsewhere in this PDS. Other provisions relate to an investor's rights under the Constitution, and include:

- an investor's right to share in any Fund income, and how we calculate it;
- what you are entitled to receive when you withdraw or if the Fund is wound up;
- an investor's right to withdraw from the Fund - subject to the times when we can cease processing withdrawals - such as if a Fund becomes 'illiquid';
- the nature of the units - identical rights attach to all units; and

There are also provisions governing our powers and duties, including:

- how we calculate unit prices, the maximum amount of fees we can charge and expenses we can recover;
- when we can amend the Constitution - generally we can only amend the Constitution where we reasonably believe that the changes will not adversely affect investors' rights. Otherwise the Constitution can only be amended if approved at a meeting of investors; and
- our broad powers to invest, borrow and generally manage the Fund - we do not currently intend to borrow money to acquire assets for the Fund, although this is permitted under the Constitution of the Fund.

The Fund's Constitution also deals with our liabilities in relation to the Fund and when we can be reimbursed out of the Fund's assets, for example:

- subject to the Corporations Act we are not liable for acting in reliance and good faith on professional advice;
- subject to the Corporations Act we are not liable for any loss unless we fail to act in good faith or we act negligently; and
- we can be reimbursed for any liabilities we incur in connection with the proper performance of our powers and duties in respect of the Fund.

As mentioned above, EQT's responsibilities and obligations as the Responsible Entity of the Fund are governed by the Constitution for the Fund as well as the Corporations Act and general trust law, which generally require that we:

- act in the best interests of investors and, if there is a conflict between investors' interests and our own, give priority to investors;
- ensure the property of the Fund is clearly identified, held separately from other Fund and our assets, and is valued regularly;
- ensure payments from the Fund's property are made in accordance with the Constitution and the Corporations Act; and
- report to ASIC any breach of the Corporations Act in relation to the Fund which has had, or is likely to have, a materially adverse effect on investors' interests.

EQT will be primarily liable for anything done by it and its agents in connection with the Fund. As noted above, generally subject to the Corporations Act, we are generally not liable for any loss unless we, or our agents, act negligently or fail to act in good faith. Copies of the Constitution of the Fund are available, free of charge, on request from EQT.

#### **Compliance plan**

EQT has prepared and lodged a compliance plan for the Fund with ASIC. The compliance plan describes the procedures used by EQT to comply with the Corporations Act and the Fund's Constitution. Each year the compliance plan for the Fund is audited and the audit report is lodged with ASIC.

#### **Indemnity**

EQT, as the Responsible Entity of the Fund, is indemnified out of the assets of the Fund for any liability incurred by it in properly performing or exercising any of its powers or duties in relation to the Fund. To the extent permitted by the Corporations Act, this indemnity includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Responsible Entity.

EQT may retain and pay out of any money in its hands all sums necessary to affect such an indemnity.

## FEES AND OTHER COSTS

Below is a Consumer Advisory Warning which is required by law to be displayed at the beginning of the Fees and Other Costs section of this PDS. The fee example given in the Consumer Advisory Warning does not relate to any investments described within this PDS, and is a standard example required by law.

Detailed information about the fees and other costs related to the Fund described in this PDS are provided in the section following the Consumer Advisory Warning.

### Consumer Advisory Warning

<b>DID YOU KNOW?</b>
<p><b>Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.</b></p>
<p><b>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).</b></p>
<p><b>You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.</b></p>
<p><b>You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.</b></p>
<b>TO FIND OUT MORE</b>
<p>If you would like to find out more, or see the impact of fees based on your own circumstances, the <b>Australian Securities and Investments Commission (ASIC)</b> website (<a href="http://www.fido.asic.gov.au">www.fido.asic.gov.au</a>) has a managed investment fee calculator to help you check out different fee options.</p>

### Fees and other costs

This table shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the Fund's assets as a whole. Taxes are set out in another part of this document. You should read all the information about fees and costs because it is important to understand their impact on your investment.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
<b>Fees when your money moves in or out of the Fund</b>		
<b>Establishment fee</b> The fee to open your investment	Nil	There is no establishment fee payable when you set up your investment in the Fund.
<b>Contribution fee</b> The fee on each amount contributed to your investment	Nil	There is no contribution fee payable when you invest in the Fund.
<b>Withdrawal fee</b> The fee on each amount you take out of your investment	Nil	There is no withdrawal fee payable when you make withdrawals from the Fund.
<b>Termination fee</b> The fee to close your investment	Nil	There is no termination fee payable when you close your investment in the Fund.

<b>Management Costs<sup>6</sup></b>		
<b>The fees and costs for managing your investment</b>		
Responsible entity fees	0.820% pa  (Based on a constant investment of \$50,000, the amount in dollars is \$410)	The responsible entity fees (including Responsible Entity and Investment Management fees) are calculated and accrued daily based on the Net Asset Value. The accrued fees are paid in arrears by deduction from the Fund assets at the end of each month. The responsible entity fees reduce the income distribution to investors.
Estimated expense recoveries	0.205% pa  (Based on a constant investment of \$50,000, the amount in dollars is \$102.50)	The estimated expense recoveries (including custodian fees, administration, and other expenses) are calculated and accrued daily based on the Net Asset Value. The accrued expenses are paid in arrears by deduction from the Fund assets at the end of each month. The recovery of expenses reduces the income distribution to investors.
<b>Service fees</b>		
<b>Investment switching fee</b> The fee for changing investment options	Nil	Not applicable.

### **Additional information on fees and expenses**

#### **Expense recoveries**

We are entitled to be reimbursed for certain expenses incurred in managing the Fund. They may include expenses properly incurred in the administration, custody, management, compliance and promotion of the Fund. Other expenses including tax and operating costs, such as audit, legal and tax consulting fees, are also recoverable out of the assets of the Fund.

We have the right to recover all proper and reasonable expenses from the Fund and as such the specified percentage of expense recoveries is an estimate and may increase or decrease accordingly.

#### **Performance fees**

There is no performance fee charged with respect to the Fund.

#### **Alternative forms of remuneration**

As a member of IFSA we maintain an Alternate Forms of Remuneration Register. The register, which you can review by contacting us, outlines some alternative forms of remuneration that we may pay to or receive from AFS licensees, fund managers or representatives (if any paid or received at all in relation to the Fund).

#### **Transaction and other costs**

There are no transaction costs charged on investments into or withdrawals from the Fund.

#### **Can the fees change?**

Yes, all fees can change without investor consent, subject to the maximum fee amounts specified in the Constitution of the Fund. Reasons might include changing economic conditions and changes in regulation. We have the right to recover all proper and reasonable expenses incurred in managing the Fund and as such these fees may increase or decrease accordingly. We will generally provide investors with at least 30 days notice of any proposed change to the

1. Management costs in this table include Responsible Entity fees, investment manager fees and estimated expense recoveries.

Responsible Entity Fee. Expense recoveries may change without notice, for example, when it is necessary to protect the interests of existing members and if permitted by law. The Constitution in some circumstances defines the maximum fees that can be charged for some fees described in this PDS. The Constitution defines the maximum level of Responsible Entity Fees the Fund may charge. The maximum Responsible Entity Fee the Fund can charge is 1.1% (including GST and prior to any RITCs) of the gross asset value of the Fund which is equivalent to \$550 pa for every \$50,000 invested.

**Example of annual fees and costs**

This table gives an example of how the fees and costs for the Fund can affect your investment over a 1 year period. You should use this table to compare this product with other managed investment products.

<b>EXAMPLE</b>		<b>Balance of \$50,000 with a contribution of \$5,000 during year</b>
Contribution fees	Nil	For every additional \$5,000 you put in, you will be charged \$0.
<b>PLUS</b> Management costs	1.025% pa <sup>1</sup>	<b>And</b> for every \$50,000 you have in the Fund, you will be charged \$512.00 each year.
<b>EQUALS</b> Cost of fund		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees from: <b>\$512.50</b> <sup>7,8</sup> <b>What it costs you will depend on the fees you negotiate with your fund or financial adviser.</b>

**NOTE:** At the date of this PDS, there are no establishment fees, contribution fees, withdrawal fees, switching fees or termination fees.

1. This figure is based on the Indirect Cost Ratio (ICR) of the Fund for the 2005/2006 financial year, which is the financial year before this PDS was issued as required by law. The ICR is the ratio of the management costs of the Fund (calculated in accordance with the Corporations Regulations) that are not deducted directly from the investor's account to the total average net assets of the Fund.

2. This amount assumes a constant investment balance of \$50,000 throughout the year. Management costs will also be charged in relation to any additional contributions you make during the year and the total amount you pay will depend on the proportion of the year during which the additional contributions are invested.

## **TAXATION**

The following summary of taxation matters is a general guide that outlines the taxation implications applicable to the Fund and resident investors who are not considered to be trading in investments for tax purposes. The summary is based on the tax laws as at the date of this Product Disclosure Statement. The tax laws are subject to continual change, and as the tax treatment applicable to particular investors may differ, it is recommended that all investors seek their own professional advice on the taxation implications before investing in the Fund.

### **Taxation of the Fund**

The Fund is a resident of Australia for tax purposes, therefore, the Fund is required to determine its net income (taxable income) for the year of income. Where the Fund realises a capital gain on the disposal of an asset, the Fund may be entitled to take into account the discount capital gain concessions in determining the amount of the net capital gain that is included in the Fund's net income. On the basis that investors are presently entitled (which is EQT's intention) to the net income of the Fund (including net taxable capital gains), pursuant to the existing income tax legislation, the Fund should not be subject to Australian income tax. In the case where the Fund makes a loss for tax purposes, the Fund cannot distribute the loss to investors. However, subject to the Fund meeting certain conditions, the Fund may be able to take into account the losses in subsequent years.

### **Taxation of resident investors**

#### **(A) Distributions**

Generally, an investor's entitlement (share) to the net income of the Fund for a year of income, including amounts that are received in a subsequent year of income or which are reinvested, forms part of the investor's assessable income for that year.

It is unlikely that the Fund will derive capital gains. Furthermore, it is unlikely that the Fund will make tax free and tax deferred distributions. Should investor's receive a distribution that consists of a capital gain, tax free or tax deferred amount, the investor should seek professional advice as to the tax implications that arise from such distributions.

#### **(B) Disposal of units by investors**

It is unlikely that the redemption of units in the Fund will give rise to a capital gain or a capital loss. However, any taxable capital gain arising from the disposal of an investment in the Fund may form part of the investor's assessable income. Investors that are individuals, trusts, and complying superannuation funds may be eligible for the discount capital gain concession if their investment (units) has been held for 12 months or more and, the Fund and the investor satisfy certain other requirements.

Any capital losses arising from the disposal of the investment may be used to offset other capital gains the investor may have derived.

#### **Tax File Numbers ('TFN') and Australian Business Numbers ('ABN')**

It is not compulsory for an investor to quote their TFN or ABN. If an investor is making this investment in the course of a business or enterprise carried on by the investor, the investor may quote an ABN instead of a TFN. Failure by an investor to quote an ABN or TFN or claim an exemption may cause EQT to withhold tax at the top marginal rate plus the Medicare Levy, on gross payments including Distributions of income to the investor. The investor may be able to claim a credit in the investors' tax return for any TFN/ABN tax withheld. By quoting their TFN or ABN, the investor authorises EQT to apply it in respect of all the investor's investments with EQT. If the investor does not want to quote their TFN or ABN for some investments, EQT should be advised.

## CONSENTS

PIMCO Australia Pty Ltd has given, and had not at the date of this PDS withdrawn:

- its written consent to be named in this PDS as the investment manager of the Fund; and
- its written consent to the inclusion of the statements made about it and the Fund and the tables and statistical information, which are specifically attributed to it, in the form and context in which they appear.

Otherwise PIMCO has not been involved in the preparation of this PDS or caused or otherwise authorised the issue of this PDS. Neither PIMCO nor its employees or officers, accept any responsibility arising in any way for errors or omissions, other than those statements for which it has provided its written consent to EQT for inclusion in this PDS.

## RELATED PARTY INFORMATION

EQT in its capacity as Responsible Entity of the Fund, invests all cash investments of the other EQT Funds into the EQT Cash Management Fund. EQT as the Responsible Entity of the other EQT Funds may receive fees associated with administration and management of these funds.

### **EQT Directors**

The Directors of Equity Trustees Limited currently are:

Philip G Molyneux (Chairman)  
David F Groves  
Barry J Jackson

Peter J Williams (Managing Director)  
John R McConnell  
JA (Tony) Killen

## COOLING OFF PERIOD

If you are a retail client (as defined in the Corporations Act) you may have a right to 'cool off' in relation to an investment in the Fund within 14 days of the earlier of:

- confirmation of the investment being received or available; and
- the end of the fifth Business day after the units are issued or sold.

A retail client may exercise this right by notifying EQT in writing at the address as stated in the Directory of this PDS. A retail client is entitled to a refund of their investment adjusted for any increase or decrease in the relevant application price(s) between the time we process your application and the time we receive the notification from you, as well as any other tax and other reasonable administrative expenses and transaction costs associated with the acquisition and termination of the investment.

A retail clients right to cool off does not apply in certain limited situations, such as if the issue is made under a distribution reinvestment plan, switching facility or represents additional contributions required under an existing agreement. Also, the right to cool off does not apply to you if you choose to exercise your rights or powers as a unitholder in the Fund during the 14-day period. This could include selling part of your investment or switching it to another product.

## PRIVACY STATEMENT

When you complete the application form for units in the Fund, EQT will be collecting personal information from you. EQT may collect additional personal information from you in the future.

EQT needs to collect personal information from investors for the primary purpose of providing investors with an investment in the Fund (including assessing your application and identifying you). There are also a number of related purposes for which your personal information will be collected and these are to process your application, administer and manage your investment in the Fund, and comply with Australian taxation laws, the Corporations Act and other laws and regulations.

If you do not provide EQT with your contact details and other information it may not be able to process your application, administer or manage your investment or tell you about investment opportunities in which you may be interested.

The information that an investor provides to EQT may be disclosed to certain organisations. The types of organisations or persons to whom EQT usually discloses the information provided by investors include:

- the Australian Taxation Office and other government or regulatory bodies;
- your adviser or adviser dealer group, their service providers and any joint holder of your investment;
- organisations involved in providing, administering or managing the Fund such as any third party service provider engaged by EQT to provide administration, custody, investment management, technology, auditing, registry, mailing or printing services; and
- those where you have consented to such disclosure, or as required or authorised by law.

Your information may also be used in connection with the purposes for which it is collected. EQT may also use your information to forward to you from, time to time, details of other investment opportunities offered by EQT in which you may be interested. Please tick the box on the application form if you do not wish to be updated with such investment opportunities or in future by contacting EQT. If you do not mark the box on the application, we will assume that you want to hear about the investment opportunities we have described.

You can gain access to the personal information EQT holds about you, subject to some exceptions allowed by law. EQT will give you reasons if it denies access. If you have any queries in relation to EQT's Privacy Statement please contact the EQT Privacy Officer on (03) 8623 5000.

## **REGULAR INVESTMENT PLAN - TERMS AND CONDITIONS**

By completing the Direct Debit Request Form you agree that the following terms and conditions shall apply where EQT has agreed to effect automatic deductions from your account under the Regular Investment Plan. Monthly payments will be made on or about the 20<sup>th</sup> of each month.

### **1. Debiting your account**

By signing a direct debit request, you have authorised EQT to arrange for money to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between EQT and you. EQT will only arrange for money to be debited from your account as authorised in the direct debit request.

EQT will only arrange for money to be debited from your account if EQT has sent, to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to EQT and when it is due.

If the debit day falls on a day that is not a Business day, EQT may direct your financial institution to debit your account on the following Business day.

If you are unsure about the day your account has been, or will be, debited you should ask your financial institution.

### **2. Changes by Equity Trustees Limited**

EQT may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.

### **3. Changes by investor**

Subject to this clause, you may vary the amount of your Regular Investment Plan arrangements under a direct debit request by contacting EQT on 1300 555 378 or [unitregistry@eqt.com.au](mailto:unitregistry@eqt.com.au)

Changing the bank account from which you wish your amounts to be debited will require completion of a new Direct Debit Request form.

If you wish to stop or defer a debit payment you must notify EQT in writing at least fourteen (14) days before the next debit day. This notice should be given to EQT in the first instance.

You may also cancel your authority for EQT to debit your account at any time by giving EQT fourteen (14) days notice in writing before the next debit day. This notice should be given to EQT in the first instance.

#### **4. Investor obligations**

It is your responsibility to ensure that there is sufficient cleared money available in your account to allow a debit payment to be made in accordance with the direct debit request.

If there is insufficient cleared money in your account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by EQT; and
- you must arrange for the debit payment to be made by another method or arrange for sufficient cleared funds to be available in your account by an agreed time so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct.

If EQT is liable to pay GST on a supply made in connection with this agreement, then you agree to pay EQT on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

#### **5. Dispute**

If you believe that there has been an error in debiting your account, you should notify EQT directly on 1300 555 378 and confirm that notice in writing with EQT as soon as possible so that EQT can resolve your query more quickly.

If EQT concludes as a result of its investigations that your account has been incorrectly debited EQT will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. EQT will also notify you in writing of the amount by which your account has been adjusted.

If EQT concludes as a result of its investigations that your account has not been incorrectly debited EQT will respond to your query by providing you with reasons and any evidence for this finding.

Any queries you may have about an error made in debiting your account should be directed to EQT in the first instance so that EQT can attempt to resolve the matter between EQT and you. If EQT cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

#### **6. Accounts**

You should check:

- with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
- your account details which you have provided to EQT are correct by checking them against a recent account statement; and
- with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

#### **7. Confidentiality**

Subject to the Privacy Statement set out in this PDS, EQT will keep confidential any information (including your account details) in your direct debit request. EQT will make reasonable efforts to keep any such information that it has about you secure and to ensure that any of its employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

EQT will disclose information that it has about you:

- in accordance with the Privacy Statement set out in this PDS;
- for the purposes of this agreement; or
- in connection with any query or claim (including relating to an alleged incorrect or wrongful debit).

#### **8. Notice**

If you wish to notify EQT in writing about anything relating to this agreement, you should write to:

Equity Trustees Limited  
Client Services Registry Team  
GPO Box 2307  
MELBOURNE VIC 8060

EQT will notify you by sending a notice in the ordinary post to the address you have given EQT in the direct debit request form.

Any notice will be deemed to have been received on the third Business day after posting.

### **CONDITIONS OF EQT ONLINE ACCESS**

By ticking the EQT Online Access box on the Application form and signing the form, you agree to the following terms and conditions (Conditions).

1. In these Conditions:
  - a) 'Account' means your investment account with EQT;
  - b) 'Information' means the information concerning your investments made available to you through EQT's website;
  - c) 'Password' means your online access password;
  - d) 'Logon Access Code' means your personal identification relating to your Accounts;
  - e) 'we', 'us' and 'EQT' means Equity Trustees Limited; and
  - f) 'you' and 'your' refers to the EQT client and any persons accessing the EQT client's investment information on their behalf.
2. To view your Account details and related information online, you will need to log on to our online access service using your Logon Access Code and Password.
3. If any person uses your Logon Access Code and Password, we are entitled to give them access to your Account information and to assume that they are authorised by you to access your Account information.
4. You must keep your Logon Access Code and Password confidential and secure. You must tell us immediately if you suspect that any unauthorised person has gained access to your Logon Access Code or Password.
5. We will use all reasonable efforts to provide you online access to your Account at all reasonable times but we do not guarantee that we can always provide this.
6. We will use reasonable efforts to provide you with reliable information to the extent it is within our control but we do not guarantee that we can provide it.
7. We are not responsible for transmissions of any computer virus or other unwanted programs or information resulting from or associated with your use of our online access service.
8. We will securely hold, maintain and store your personal information and will ensure that appropriate security measures are in place to prevent unauthorised access to your personal information.
9. You authorise EQT and any other company within the EQT Group and any agents it may appoint to use your personal information for the delivery of our online access service.
10. You acknowledge that anything associated with or available through our online access service belongs to EQT or other third parties and is protected by intellectual property rights.
11. You agree that you will not interfere with or damage any security codes, data or software associated with our online access service.
12. You agree not to access, download or otherwise use any information available through our online access service other than for your personal use.
13. You indemnify us for any loss, expense or liability that we may suffer or incur as a result of any unauthorised use by you of our online access service.

14. Subject to any conditions and warranties implied by law, we exclude any liability for any unavailability or delay in providing any Information and for any inaccuracy or incompleteness of any Information available through our online access service.
15. You release EQT and any other company within the EQT Group and any of their directors, employees or agents they may appoint from any liabilities you incur or loss that you suffer from your use of our online access service.
16. We may suspend or cancel your online access to your Account at any time and for any reason, and if possible, we will give you notice before we do so.
17. We may vary these conditions from time to time and any variation will take effect from the time we notify you of the variation.
18. You may end your use of this service at any time by giving us written notice.

## Application Form

This application form is part of a Product Disclosure Statement (PDS) relating to units in EQT Cash Management Fund (the Fund). The PDS contains information about investing in the Fund. You should read this document and any supplementary PDS before applying for units in the Fund. *(If you make an error while completing your application form, do not use correction fluid. Cross out your mistakes and initial your changes).*

### Additional information required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006

In accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (the AML/CTF Act) we are required to collect additional information about you. We may also ask you to provide **certified** copies of certain identification documents along with the application form.

Under the AML/CTF Act, we are prohibited from processing your application until we have received all of the information and supporting documentation requested in this form. In most cases, the information that you provide in this form will satisfy the AML/CTF Act.

However, in some instances we may contact you to request further information. It may also be necessary for us to collect information (including sensitive information) about you from third parties in order to meet our obligations under the AML/CTF Act.

A list of persons eligible to certify documents can be found in Appendix 1 on the last page of this form.

### **Part A - Are you an existing investor?**

**Existing Investor**

If you are an existing investor in the fund *prior to 31 January 2008* you do not need to provide additional identification information. If you have invested *after 31 January 2008*, and *have not previously provided identification information* you will need to provide the additional information requested in the section relating to your investor type under **Part B Type of Investor** below. **For all existing investors**, complete your existing account details below; if required complete the section relating to your investor type as indicated by **Part B Type of Investor**, and also complete **Part C** if it applies to you. Then complete the application form from Section 11 onwards.

Existing investment - name of fund
Existing account number
Existing account name

**New Investor**

Complete your investor details and the additional information requested in the section relating to your investor type as indicated by **Part B Type of Investor**; also complete **Part C** if it applies to you. **Then** complete the remainder of the application form from Section 10 onwards and **mail** the completed form along with your certified identification documentation (where applicable) to the unit registry contact details provided in the PDS. **Faxed copies will not be accepted.**

**If investing via a Financial Adviser**

Please ensure both you and your financial adviser also complete **Section 18 Financial Adviser Details and Customer Identification Declaration**. You do not need to provide copies of your certified identification documentation with your application form if this information has been provided to your financial adviser and your financial adviser has elected to retain this information, and agreed to make it available upon request, under Section 18 of the application form.

**Part B - Type of investor**

<b>Type of Investor</b>	<b>Go to and complete</b>
<input type="checkbox"/> Individual/Joint	Section 1A
<input type="checkbox"/> Sole trader	Section 1A & 1B
<input type="checkbox"/> Company	Section 2
<input type="checkbox"/> Trust/Superannuation Fund	Section 3
<input type="checkbox"/> Partnership	Section 4
<input type="checkbox"/> Charity	Section 5
<input type="checkbox"/> Association	Section 6
<input type="checkbox"/> Co-operatives	Section 7
<input type="checkbox"/> Government Body	Section 8
<input type="checkbox"/> IDPS/Platforms	Please contact <b>EQT Client Services on 1300 555 378</b> for the forms that you will need to complete.

**Part C - Authorised Representative/Agent**

- Authorised Representative/Agent      Go to Section 9 and complete

**Section 1 - Individual / Joint / Sole Trader**

**A. Individual / Joint Investor Details** *(joint applicants will be held as joint tenants)*

Complete your name, address and contact details below. You must include a residential street address (not a PO Box).

**Investor 1**

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Name/s	Surname
TFN (or reason for exemption)	
Country of residence for tax purposes (if not Australia)	

Address		
Suburb	State	Postcode
Country		

**Investor 2**

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Name/s	Surname
TFN (or reason for exemption)	
Country of residence for tax purposes (if not Australia)	

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**B. Sole Trader Details (A person carrying on a business in Australia) (please also complete Section 1A)**

Business name (if any)

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Australian Business Number (ABN) if applicable

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Tax File Number (TFN)

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Principal place of business (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**Identification documentation required for Individual and Joint Applicants/Sole Trader**

A certified copy of any **ONE** of the following documents:

- Australian driver's licence; OR
- Australian passport; OR
- Any ID card issued under a state or territory law which contains your photo, date of birth and signature.

## Section 2 - Company

### Company name and contact

Company name (as registered with ASIC)

Contact person

### Australian Company (Complete A below)

Public  Private (proprietary)

### Foreign Company (Complete B below)

Public  Private (proprietary)

### A. Australian Company (both Public & Private)

Australian Company Number (ACN)

Australian Business Number (ABN)

Registered address (not a PO Box)

Address		
Suburb	State	Postcode
Country Australia		

### Principal Place of Business in Australia

Same as registered address above  
 Other – please provide address below (not a PO Box)

Address		
Suburb	State	Postcode
Country Australia		

For Private Australian Company, complete Part C below

### B. Foreign Company (Public & Private)

Australian Registered Business Number (ARBN) (if not registered, leave blank)

Identification number issued by foreign registration body (If not registered, write 'Not registered')

Name of foreign registration body (If applicable)

Registered address in Australia (If not Registered in Australia, provide overseas address) (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**Section 2 – Company (cont)**

**Principal Place of Business in Australia** (or full name and address of company's agent in Australia)

- Same as registered address above
- Other – please provide address below (not a PO Box)

Full name of agent in Australia (If applicable')

Full name of agent in Australia (If applicable')

Address		
Suburb	State	Postcode
Country Australia		

**For Private Foreign Company, complete Part C below**

**C. Director & Shareholder details**

**1. Director details for Private Companies**

Director 1 – Full Name

Director 2 – Full Name

Director 3 – Full name

Director 4 – Full Name

Director 5 – Full Name

(If more than 5 directors, please provide full names on a separate page and attach to this form.)

**2. Major Shareholders for Private Companies excluding regulated companies**

For private company (Australian and foreign) which is not a 'regulated company'<sup>1</sup> please provide details for each shareholder who owns, through one or more shareholdings, more than 25% of the company's issued capital.

1. 'Regulated Company' – any company that is licensed and subject to the oversight by a statutory regulator ie. ASIC, APRA, ATO

**Major Shareholder 1 – Full Name**

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**Major Shareholder 2 – Full Name**

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**Section 2 – Company (cont)**

**Major Shareholder 3 – Full Name**

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

No certified documents are required for companies.

**Section 3 - Trust / Superannuation Fund**

Name of Trust / Superannuation Fund

Country of establishment

Tax File Number (TFN)

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**Type of Trust**

- Category A            Government superannuation fund (Australian or foreign) established under legislation
- Category B            Foreign superannuation fund (other than Category A)
- Category C            Managed investment scheme registered with ASIC

Australian Registered Scheme Number (ARSN)

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- Category D            Regulated Trust\*

Name of regulator (eg ASIC, APRA, ATO)

Registration/Licence details

Australian Business Number (ABN)

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- Category E            Other (eg family trust, unregistered scheme, foreign trust) – please specify below\*

\* A Regulated trust refers to:

i) a self managed superannuation fund within the meaning of Section 19 of the Superannuation Industry (Supervision) Act 1993 (SIS) – the regulator is the Australian Tax office,

ii) a regulated superannuation fund, an approved deposit fund, a pooled superannuation trust or a public sector superannuation scheme within the meaning of the SIS Act – the regulator is the Australian Prudential Regulation Authority (APRA).

### **Section 3 - Trust / Superannuation Fund (cont)**

If you selected either **Category B** or **Category E**, you will need to provide details of beneficiaries.

#### **Beneficiary details**

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

Yes Provide details of membership class (eg family members of a named person)


No List full names of all company and individual beneficiaries

Beneficiary 1 – Full name

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Beneficiary 2 – Full name

--

Beneficiary 3 – Full name

--

Beneficiary 4 – Full name

--

*(If more than 4 beneficiaries, please provide full names on a separate page and attach to this form.)*

#### **Trustee details**

Trustee is a:

- Company Complete **Section 2 Company** of this form  
 Individual Complete individual trustee details below

Please provide details for **ONE** of the individual trustees as follows:

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Names	Surname

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

#### **Identification documentation required for Trust / Superannuation Fund**

For **Category B (Foreign Super Fund)** and **Category E (other Trust)** you must provide ONE of the following documents:

- Certified copy or certified extract of the trust deed; OR
  - Notice (such as an assessment notice) issued to the trust by the Australian Taxation Office within preceding 12 months;
- OR**
- A letter from a solicitor or qualified accountant verifying the name of the trust.

For **individual trustees**, you must provide a certified copy of any **ONE** of the following documents:

- Australian driver's licence; OR
- Australian or foreign passport; OR
- Any ID card issued under a state or territory law which contains your photo, date of birth and signature.

Category B and E trusts must also provide a list of the full names and addresses (not PO Boxes) of all individual and company trustees.

**Section 4 - Partnership**

Full name of partnership

Registered business name of partnership (if any)

Country where partnership established

**Type of Partnership**

Is the partnership regulated by a professional association?

- Yes                      Complete **Part A - Regulated Partnership** below
- No                            Complete **Part B - Unregulated Partnership** below

**A. Regulated Partnership**

Full name of Professional Association partnership regulated by

Membership/Registration details

**Partner details**Please provide details for **ONE** of the partners as follows:

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Names	Surname

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**B. Unregulated Partnership****Partner details**Please provide details for **ALL** of the partners as follows:**Partner 1**

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Names	Surname

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**Section 4 – Partnership (cont)**

**Partner 2**

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Names	Surname

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

*(If more than 2 partners, please provide full names and residential addresses on a separate page and attach to this form.)*

**Identification documentation required for Partnership**

You must provide a certified copy or certified extract of any **ONE** of the following documents:

- The partnership agreement; OR
- Extract of minutes of a partnership meeting.

Both of these documents must show the full name of the partnership.

In addition, **ONE** partner must also provide a certified copy of any **ONE** of the following documents:

- Australian driver's licence; OR
- Australian or foreign passport; OR
- Any ID card issued under a state or territory law which contains your photo, date of birth and signature.

**Section 5 - Charity**

Full name of Charity

Purpose of Charity

Name of entity controlling Charity

Country of registration (if applicable)

If other than Australia, please provide name of regulator (if any)

Charity Registration Number

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Charity Fundraising Number

--	--	--	--	--	--	--	--	--	--	--	--

Tax File Number (TFN)

--	--	--	--	--	--	--	--	--	--	--	--

Australian Business Number (ABN)

--	--	--	--	--	--	--	--	--	--	--	--

## **Section 5 – Charity (cont)**

Registered address in Australia (not a PO Box) *(If not Registered in Australia, provide overseas address)*

Address		
Suburb	State	Postcode
Country		

### **Type of Charity**

- |   |   |
|---|---|
| <input type="checkbox"/> Company                | Complete <b>Section 2 Company</b>                   |
| <input type="checkbox"/> Trust                  | Complete <b>Section 3 Trust/Superannuation Fund</b> |
| <input type="checkbox"/> Partnership            | Complete <b>Section 4 Partnership</b>               |
| <input type="checkbox"/> Association            | Complete <b>Section 6 Association</b>               |
| <input type="checkbox"/> Registered Cooperative | Complete <b>Section 7 Registered Cooperative</b>    |

## **Section 6 Association**

Full name of Association

Association Identifier Number (if applicable) eg ACN

Full name of Chairman

Full name of Secretary

Full name of Treasurer

### **Type of Association**

- |   |                              |
|---|------------------------------|
| <input type="checkbox"/> Incorporated   | Complete <b>Part A</b> below |
| <input type="checkbox"/> Unincorporated | Complete <b>Part B</b> below |

#### **A. Incorporated Association**

Registered office or residential address of public officer (not a PO Box)

Address		
Suburb	State	Postcode
Country		

## **Section 6 Association (cont)**

### **B. Unincorporated Association**

Principal place of administration or residential address of public officer (not a PO Box)

Address		
Suburb	State	Postcode
Country		

Details of member completing this form on behalf of the Unincorporated Association

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Names	Surname

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country	<b>Australia</b>	

### **Identification documentation required for Associations**

#### **Both Incorporated and Unincorporated**

You must provide a certified copy or certified extract of any **ONE** of the following documents:

- Rules or constitution; OR
- Extract of minutes of an association meeting.

Both of these documents must show the full name of the association.

#### **Unincorporated**

Member completing this form on behalf of the Unincorporated Association must also provide a certified copy of any **ONE** of the following documents:

- Australian driver's licence; OR
- Australian or foreign passport; OR
- Any ID card issued under a state or territory law which contains your photo, date of birth and signature.

## **Section 7 - Registered Cooperative**

Full name of Registered Cooperative

- Cooperative is registered with ASIC  
 Cooperative is registered with a foreign registration body

Identification Number issued by relevant registration body (if any)

Full name of Chairman

Full name of Secretary

Full name of Treasurer

Registered office or residential address of public officer (not a PO Box)

Address		
Suburb	State	Postcode
Country		

### **Identification documentation required for Registered Cooperative**

#### **Both Incorporated and Unincorporated**

You must provide a certified copy or certified extract of any **ONE** of the following documents:

- Register maintained by the cooperative; OR
- Extract of minutes of a meeting of the cooperative.

Both of these documents must show the full name of the cooperative.

## **Section 8 - Government Body**

### **Type of Government Body**

- Entity  
 Established under legislation

### **Australian Government Body**

- A Commonwealth of Australia government body  
 An Australian State or Territory government body – please specify state or territory

Name of Government Body and establishing legislation (if applicable)

Principal place of operations (not a PO Box)

Address		
Suburb	State	Postcode
Country		

**No certified documents are required for Government Bodies.**

## **Section 9 - Authorised Representative/Agents**

This section should be completed if:

- an authorised representative has been appointed to operate on this account; OR
- this application is being made by an agent of the investor under a power of attorney or as the investor's legal or nominated representative.

### **All Authorised Representatives/Agents to complete:**

Full name of Authorised Representative/Agent

Title of role held with investor

Signature of Authorised Representative/Agent

Evidence of authority to act on investors behalf eg. Power of Attorney

### **If the investor is a non-individual (ie. a company, trust etc) please also complete the following:**

If a non-individual investor (ie a company, trust etc) appoints an authorised representative in relation to this investment then the investor must also appoint a verifying officer to liaise with that authorised representative.

Please provide the following information about the verifying officer:

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Names	Surname

Residential address (not a PO Box)

Address		
Suburb	State	Postcode
Country		

### **Identification documentation required for Verifying officer**

You must also provide a certified copy of any **ONE** of the following documents:

- Australian driver's licence; OR
- Australian or foreign passport; OR
- Any ID card issued under a state or territory law which contains your photo, date of birth and signature.

Please also provide written evidence of the Verifying Officer's authority to act for the investor.

Please note that the AML/CTF Act requires a verifying officer to collect and retain the following information about the authorised representative:

- Full name
- Title or role held with the investor
- A copy of their signature
- Evidence of their authority to act on behalf of the investor

**Section 10 - Investor Contact Details (all new investors to complete)**

**Investor contact name and contact details**

Title Mr/Mrs/Ms/Dr/Other	Date of Birth
Given Names	Surname
TFN & / or ABN or reason for exemption	
Phone Number (Work)	Phone Number (Mobile or Home)
Fax Number	Email Address

**Postal Address (If different to street address)**

Postal Address		
Suburb	State	Postcode
Country		

**Section 11 - Investment Choice and Investment Distribution Options**

Name of Investment Fund	Amount to be invested	Distributions (please select one only)	
		Reinvest all	Pay all to a bank account
EQT Cash Management Fund (minimum initial investment of \$5,000)	\$	<input type="checkbox"/>	<input type="checkbox"/>

*If no selection is made or an incomplete instruction is received, the distribution will be reinvested.*

**Payment Method**

- Cheque                      Cheques are to be made payable to ‘**Equity Trustees Limited**’
- Direct Debit                Complete Section 19 ‘Direct Debit Request Form’ and include with this application form

**Section 12 - Investor banking details (for distributions and redemptions)**

Bank Name	
Bank Address	
Account Name	
BSB Number	Account Number

**Section 13 - EQT Online Access**

- Please tick the box if all the undersigned would like online access to view the details of this investment. Defined terms have the meaning given in the Conditions of EQT Online Access. By signing below you verify that you have read, understood and agree to be bound by the Conditions of EQT Online Access. Please confirm your email address below to receive details as per the Conditions.

**Section 14 - Authorised Representative/Agent appointment**

*Please complete if Authorised Representative/Agent required.*

I/We have read the terms and conditions of an authorised representative and agree to those terms and conditions.

Name of Authorised Representative/Agent Signature of Authorised Representative/Agent

--	--

*Please also sign Section 17 Declaration and Signatures.*

## **Section 15 - Annual Financial Report**

- You can obtain a copy of the annual financial report for the Fund from the EQT website at [www.eqt.com.au](http://www.eqt.com.au) from 30 September each year. However, if you would like to receive a copy by post please tick the box.

## **Section 16 - Privacy**

When you complete this application form EQT will be collecting personal from you for the primary purpose of processing and administering your investment in the fund. In order to comply with Australian Taxation laws, the Corporations Act, the Anti-Money Laundering and Counter-Terrorism Act and other laws and regulations EQT must collect certain information about you.

EQT may also be required to obtain personal information (including sensitive information) about you from third parties in order to comply with these laws.

The Responsible Entity may disclose your personal information to other parties involved in providing services to, administering or managing the Fund (such as to your financial adviser and to service providers such as external administrators and posting services). The Responsible Entity may also use your information to forward to you, from time to time, details of other investment opportunities offered by the Responsible Entity in which you may be interested.

- Please tick this box if you do **not** want to be updated with such investment opportunities. If you do not mark the box we will assume that you want to hear about the investment opportunities we have described.

## **Section 17 - Declaration and Signatures**

You should read the PDS for EQT Cash Management Fund ('the Fund') dated 15 December 2006 ("PDS"), offering units in the Fund before investing. A person giving access to this application form must, at the same time and by the same means, give access to the PDS and any document which updates the information contained in the PDS. While the PDS is current, EQT will provide on request and without charge a paper copy of the PDS, any document which updates it and the application form to anyone receiving an electronic copy of the PDS. The law prohibits any person passing on to another person this application form unless it is attached to, or accompanied by, a complete and untampered electronic version of the PDS or a print out of it.

I/We have read the PDS to which this application form applies and agree to be bound by the terms and conditions of the PDS and the constitution of the Fund in which I/we have chosen to invest. I/We have detached this application from the PDS and declare that all details are correct. I/We acknowledge that Equity Trustees Limited is not responsible for the delays in receipt of monies caused by the postal service or the applicant's bank. If I/we have provided an e-mail address, I/we consent to receive on-going investor information including PDS information, confirmations of transactions and additional information as applicable, via that method of delivery. I/we received and accepted this offer in Australia. I/we acknowledge that Equity Trustees Limited or the Investment Manager do not guarantee the repayment of capital or the performance of the Fund or any particular rate of return from the Fund.

By signing this application form, I/we acknowledge that I/we have read and understood the PDS and where appropriate have obtained my/our own independent financial investment advice (having regard to the inherently complex nature of these products).

I/We acknowledge and agree that where the Responsible Entity, in its sole discretion, determines that:

- I/we are ineligible to hold units in the Fund or have provided misleading information in my/our application form; or
- I/we owe any amounts to EQT or any other person,

I/we appoint the Responsible Entity as my/our agent to submit a withdrawal request on my/our behalf in respect of all or part of my/our units, as the case requires, in the Fund.

## **Authorised signatories for future instructions**

You may specify the way that you wish to sign future instructions in relation to your investment in the Fund.

**These instructions do not apply for your initial application. They will apply to all your existing and future unit holdings in the Fund until such time as you advise EQT in writing to the contrary.**

### **A. Individual / Joint / Sole Trader** *Please tick one of the following options*

- all unitholders must sign (unless indicated)       any one unitholder may sign

### **B. Company**

*Please tick one of the following options*

- one director and company secretary       two directors

*Please also tick one of the following two options*

- Signed under common seal       Signed without common seal

**Section 17 - Declaration and Signatures (continued)**

**C. Trust / Superannuation Fund / Partnership / Charity / Association / Co-operative / Government Body**

Please tick one of the following options

- one director and secretary                       two executive officers  
 two directors     two authorised signatories

Please also tick one of the following options

- Signed under common seal                       Signed without common seal

Name of applicant	Signature of applicant	Date

**Capacity (please tick if applicable)**

- Director                       Secretary                       Executive Officer                       Authorised Signatory

Name of applicant	Signature of applicant	Date

**Capacity (please tick if applicable)**

- Director                       Secretary                       Executive Officer                       Authorised Signatory

Company Seal (If applicable)
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**Section 18 - Financial Adviser Details and Customer Identification Declaration**

**Customer Identification Declaration** *(Financial Adviser to complete)*

I confirm that I have completed an appropriate customer identification procedure (CID) on this investor which meets the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act). *(Please select the relevant option below):*

- I have attached the verification documents that were used to perform the CID for this investor; **OR**  
 I have not attached the verification documents but will retain them in accordance with the AML/CTF Act and agree to provide EQT or its agents with access to these documents upon request. I also agree that if I become unable to retain the verification documents used for this application in accordance with the requirements of the AML/CTF Act I will forward them to EQT.

I agree to provide EQT or its agents with any other information that they may require to support this application.

Financial Adviser Name	Financial Adviser Signature	Date

Please also complete the Financial Adviser details section below.

**Section 18 - Financial Adviser Details and Customer Identification Declaration (cont)****Financial Adviser Access to Investor information** (*Investor to complete*)

I/We agree that information relating to my/our investment be supplied to my/our financial adviser.

Please tick this box if you **do not** wish to your financial adviser to have access to information about your investment.

Please also elect if you wish copies of all transaction confirmations to be provided to your financial adviser. *If no election is made copies **will not** be sent.*

Yes, please send copies of all transaction confirmations to my/our adviser

No, please **DO NOT** send copies of all transaction confirmations to my/our adviser

Please ask your financial adviser (if applicable) to complete these details:

**Adviser details (if a new adviser, please attach a copy of your employee/representative authority)**

Adviser name		
Business name		
Adviser No. (if applicable)		
Street address		
Street address 2		
Suburb	State	Postcode
Postal address		
Suburb	State	Postcode
Office Phone	Direct	
Mobile	Fax	
Email		

**Dealer details**

Dealer name		
Dealer No. (if applicable)		
Contact person		
AFSL No.		
ABN		
Postal address		
Suburb	State	Postcode
Office Phone	Fax	
Email		
Website		

Dealer Stamp
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ILGN	ILAN	ILCN
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**Section 19 – Direct Debit Request Form**

Date	Account No.
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Investor/s name in full
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I/We request and authorise Equity Trustees Limited as detailed in Payment Details below, to arrange, through its own financial institution, for any amount Equity Trustees Limited may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User (ID number 225014) subject to the Terms and Conditions (and any further instructions provided below).

**Bank / Financial Institution Account details**

Insert details of account which is to be debited.

Account Name	
BSB Number	Account Number
Bank Name	
Address	

Direct debiting is not available on the full range of accounts. If in doubt, please refer to your Bank / Financial Institution.

**Acknowledgement**

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Equity Trustees Limited as set out in this Request and the Terms and Conditions.

**Payment Details for initial or additional investment**

Fund	\$ Amount
EQT Cash Management	

**Payment Details for Regular Investment Plan**

Fund	\$ Amount per month (min. \$100)
EQT Cash Management	

**Signature and address**

Signature	Date	
Signature	Date	
Address1		
Address2		
Suburb	State	Postcode

Company Seal(if applicable)
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## **Appendix 1 Persons authorised to certify documents**

- (1) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described);
- (2) a judge of a court;
- (3) a magistrate;
- (4) a chief executive officer of a Commonwealth court;
- (5) a registrar or deputy registrar of a court;
- (6) a Justice of the Peace;
- (7) a notary public (for the purposes of the *Statutory Declaration Regulations 1993*);
- (8) a police officer;
- (9) an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
- (10) a permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public;
- (11) an Australian consular officer or an Australian diplomatic officer (within the meaning of the *Consular Fees Act 1955*);
- (12) an officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the *Statutory Declaration Regulations 1993*);
- (13) a finance company officer with 2 or more continuous years of service with one or more finance companies (for the purposes of the *Statutory Declaration Regulations 1993*);
- (14) an officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous years of service with one or more licensees.
- (15) a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership.

## **Appendix 2 Checklist**

- Have you completed your details under your investor type?
- Have you provided certified copies of your identification documents or has your financial adviser completed Section 18?
- Have you completed all relevant details and signed the application form?
- Once you have completed the above send the application form to the unit registry contact details provided in the PDS.



**Directory**

**Responsible Entity Custodian & Administrator**

Equity Trustees Limited  
ABN 46 004 031 298  
AFS Licence 240975  
Level 2, 575 Bourke Street  
Melbourne, VIC 3000  
Telephone: 61 3 8623 5000 or 1300 555 378  
Facsimile: 61 3 8623 5395

**Investment Manager**

PIMCO Australia Pty. Ltd  
ABN 54 084 280 508  
AFS Licence 246862  
Level 19, 363 George Street  
Sydney, New South Wales 2000  
Australia